

REPUBLIC OF CAMEROON  
*Peace-Work-Fatherland*

-----  
MINISTRY OF LIVESTOCK FISHERIES  
AND ANIMAL INDUSTRIES  
-----



البنك الإسلامي للتنمية  
Islamic Development Bank

REPUBLIQUE DU CAMEROUN  
*Paix-Travail-Patrie*

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MINISTERE DE L'ELEVAGE, DES  
PECHES ET DES INDUSTRIES ANIMALES  
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**LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT  
(LIFIDEP)**

**LIFIDEP SPECIAL TENDERS BOARD**

**OPEN INTERNATIONAL COMPETITIVE BIDDING  
N° 44/ICB/LIFIDEP/STB/2020 OF 12/1/2021 FOR THE DESIGN,  
SUPPLY AND INSTALLATION OF PLANT, MACHINERY AND  
EQUIPMENT FOR THREE MILK PROCESSING PLANTS AND  
MILK COLLECTION POINTS FOR THE LIVESTOCK AND  
FISHERIES DEVELOPMENT PROJECT (LIFIDEP) FOR THE  
NORTH WEST REGION OF CAMEROON IN TWO (2) LOTS.**

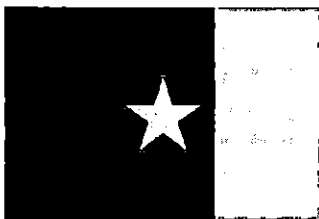
**Country:** Cameroon

**Project:** Livestock and Fisheries Development Project (LIFIDEP) for the North West Region of Cameroon.

**Financing:** ISLAMIC DEVELOPMENT BANK (IsDB)/ GOVERNMENT OF CAMEROON

**Project Identification: PCMR 0102:  
Financing Agreement N° 2CM0066  
Package N° 19**

**Date: 12/1/2021**



REPUBLIC OF CAMEROON  
*Peace-Work-Fatherland*

MINISTRY OF LIVESTOCK FISHERIES  
AND ANIMAL INDUSTRIES



REPUBLIQUE DU CAMEROUN  
*Paix-Travail-Patrie*

MINISTERE DE L'ELEVAGE, DES  
PECHES ET DES INDUSTRIES ANIMALES

**SPECIFIC PROCUREMENT NOTICE**

**OPEN INTERNATIONAL COMPETITIVE BIDDING**

N° ~~444~~ /ICB/LIFIDEP/STB/2020 OF ~~12.11.2021~~... FOR THE DESIGN,  
SUPPLY AND INSTALLATION OF PLANT, MACHINERY AND EQUIPMENT  
FOR THREE MILK PROCESSING PLANTS AND MILK COLLECTION POINTS  
FOR THE LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT (LIFIDEP)  
FOR THE NORTH WEST REGION OF CAMEROON.

**Financing: Islamic Development Bank / Government of Cameroon  
(N° 2CM0066)**

1. The Government of the Republic of Cameroon has received funding from the Islamic Development Bank (IsDB) towards the cost of the Livestock and Fisheries Development Project (LIFIDEP) for the North West Region of Cameroon and intends to apply a part of the proceeds towards payments under the Contract for the design, supply and installation of Plant, machinery, equipment and materials for three milk processing plants and milk collection.
2. The Livestock and Fisheries Development Project (LIFIDEP), Contracting Authority, invites sealed bids from eligible bidders for the design, supply and installation of these equipment and materials in two lots as follows:

Lot No	Description	Location	Duration
1	Design, Supply and installation of Plant, Machinery and Equipment for three milk processing plants.	Bamenda, Wum and Nkambe	180 days
2	Supply and installation of Equipment and Materials for Milk Collection points.	Bamenda, Wum and Nkambe	90 days

Qualification requirements include; (a) financial Standing, (b) experience and technical capacity, (c) compliance of supplied goods with specifications and applicable certified international standards. Bids that do not contain such information may be rejected.

Bids shall be valid for one hundred and twenty (120) days from the date of submission.

3. Bidding will be conducted through the International Competitive Bidding(ICB) procedures as specified in the Bank's Guidelines: Procurement of Goods, Works and Related Services under Islamic Development Bank Financing, April 2019, and is open to all eligible bidders as defined in the Procurement Guidelines of the IsDB.

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- In addition, please refer to paragraphs 1.6 and 1.7 setting forth the Bank's policy on conflict of interest.
- Shall be excluded from the bid, any Contractor that falls under the following provisions:
- Non-legally and financially autonomous public enterprises which are not managed in keeping with commercial law rules.
  - Enterprises listed on those debarred by the IsDB as found on their website at <http://www.isdb.org>
4. Interested eligible bidders may obtain further information from the **Project Coordinator of the Livestock and Fisheries Development Project, LIFIDEP** Building Ayaba street, PO Box 142, Mankon Bamenda, Téléphone : (+237) 691 046 397, e-mail: [lifidepnwr@gmail.com](mailto:lifidepnwr@gmail.com), at least fourteen (14) days before the closing date for submission of bids and inspect the Bidding Documents during office hours (9.00 am to 3.00 pm) at the address given below.
5. A complete set of the Bidding Documents in English can be obtained from Mondays to Fridays, from 9.00 am to 3.00 pm local time (GMT+1), from the **Secretariat of the Project Coordinator, LIFIDEP** Building Ayaba street, P.O Box 142, Mankon Bamenda, Cameroon, Telephone (+237) 691 046 397, e-mail: [lifidepnwr@gmail.com](mailto:lifidepnwr@gmail.com) from the date of publication of the present notice, upon presentation of a receipt of payment into account N° 97568660001-28 in the name of << AGENCE DE REGULATION DES MARCHES PUBLICS >> in any BICEC branch in Cameroon of a non-refundable fee of two hundred thousand (200 000) Francs CFA. Such a receipt shall clearly identify the tender number and the payer as representing a Contractor or "joint-venture" willing to participate in the bid.
- The Bidding documents can also be obtained by E-mail on mailing of a scanned copy of receipt of payment/transfer of fee to [lifidepnwr@gmail.com](mailto:lifidepnwr@gmail.com)
- The document will be sent by E-mail attachment on confirmation that the transfer of the fee has been made.
6. Each bid written in English or French and in seven (7) sets, comprising one (01) original and six (6) copies, labelled as such, must be delivered to the address below on or before the 17/3/2021 at 10: 00 am. It should be labelled as follows:

**OPEN INTERNATIONAL COMPETITIVE BIDDING**

N° 44/ICB/LIFIDEP/STB/2020 OF 12/1/2021 FOR THE DESIGN, SUPPLY AND INSTALLATION OF PLANT, MACHINERY AND EQUIPMENT FOR THREE MILK PROCESSING PLANTS AND MILK COLLECTION POINTS FOR THE LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT (LIFIDEP) IN TWO(2) LOTS (lot(s) no....)

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

Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders or designated representatives and anyone who choose to attend at the address below on 17/3/2021 at 11.00 am. Local Time.

*[Handwritten signature]*

*[Handwritten signature]*

7. All bids must be accompanied by a bid security (Bank Guarantee), issued in keeping with the tender model by a first category bank or financial institution approved by the Cameroon Ministry in charge of Finance. They shall stand at:

Lot 1: Three million (3 000 000) Francs CFA

Lot 2: Twelve million seven hundred thousand (12 700 000) Francs CFA

and be valid for a period of one hundred and forty nine (149) days with effect from the tender-submission deadline.

The absence or non-compliance of the bid security with the tender model shall lead to a rejection of the corresponding bid.

A guarantee issued by a non Cameroon-based banking institution should designate a local bank approved by the Ministry in charge of Finance, Cameroon as a correspondent bank to make the guarantee operative.

8. The addresses referred to above are:

For inspection/obtaining of bidding documents and of submission of bids:

Attention: Project Coordinator,

Street Address: LIFIDEP Building Ayaba street, PO Box 142, Mankon Bamenda.

Floor/Room number: Secretariat, Project Coordinator, First floor

City: Bamenda, Republic of Cameroon

For opening of bids:

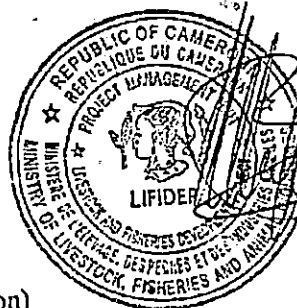
Street Address: LIFIDEP Building Ayaba street, PO Box 142, Mankon Bamenda.

Floor/Room number: Board Room. Ground Floor

City: Bamenda, Republic of Cameroon

For all acts of corruption, kindly call or send an SMS to MINMAP at these numbers: 673 20 57 25/699 37 07 48

**FOR: LIVESTOCK AND FISHERIES DEVELOPMENT PROJECT**



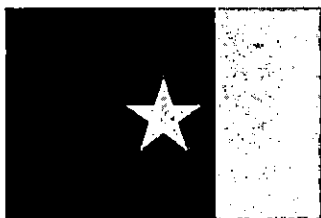
**THE COORDINATOR**

*Puis Mbipheh*  
MBA  
Ingénieur Général d'Agriculture

CC:

- Cameroon Tribune (for Publication)
- ARMP (for publication and archiving)
- Chairperson LIFIDEP STB (for information)
- Jeune Afrique Magazine (for Publication)
- IsDB (for Publication)
- Notice boards (for information)

*d*



REPUBLIC OF CAMEROON  
*Peace-Work-Fatherland*

MINISTRY OF LIVESTOCK FISHERIES  
AND ANIMAL INDUSTRIES



REPUBLICUE DU CAMEROUN  
*Paix-Travail-Patrie*

MINISTERE DE L'ELEVAGE, DES  
PECHES ET DES INDUSTRIES ANIMALES

AVIS D'APPEL D'OFFRES

APPEL D'OFFRES INTERNATIONAL OUVERT

N°444/ICB/LIFIDEP/STB/2020 DU 12/11/2021..... POUR LA CONCEPTION, FOURNITURE ET INSTALLATION DE MACHINES ET D'EQUIPEMENTS POUR TROIS USINES DE TRANSFORMATION DU LAIT ET DES POINTS DE COLLECTE DU LAIT POUR LE PROJET DU DEVELOPPEMENT DE L'ELEVAGE ET DE LA PECHE DE LA REGION DU NORD OUEST, CAMEROUN EN DEUX(2) LOTS

Financement : BANQUE ISLAMIQUE DE DEVELOPPEMENT (BID)/GOUVERNEMENT DU CAMEROUN (N° 2CM0066)

1. Le Gouvernement de la République du Cameroun a reçu des fonds de la Banque Islamique de Développement (BID) pour le financement du Projet de Développement de l'Élevage et de la Pêche (LIFIDEP) pour la Région du Nord-Ouest. Le Projet compte utiliser une partie de ce financement pour le paiement sur contrat, la conception, fourniture de machines et d'équipements pour trois usines de transformation du lait et des points de collecte du lait.
2. Le Projet de Développement de L'Élevage et de la Pêche (LIFIDEP), Autorité Contractante, invite par la présente, les entreprises éligibles à présenter les offres pour la fourniture de ces équipements et matériel selon les deux lots ci-apres :

No Lot	Description	Localité	Délai
1	Conception, Fourniture et installation d'usine, machines et d'équipement pour trois usines de transformation du lait	Bamenda, Wum et Nkambe	180 Jours
2	Fourniture et installation d'équipement et de matériel pour la collecte du lait	Bamenda, Wum et Nkambe	90 Jours

Les critères de qualification comprennent (a) la situation financière (b) l'expérience et les capacités techniques, (c) la conformité des biens avec les spécifications et les normes internationales. Les offres qui n'auront pas ces informations, peuvent être rejetées.

La période de validité des offres est de Cent vingt (120) jours à partir de la date limite de dépôt des offres.

3. L'Appel d'offre se fera par voie d'Appel d'Offres International selon les procédures " Procurement of Goods, Works and Related Services under Islamic Development Bank Financing, April 2019", et est ouvert à tous soumissionnaires éligibles comme définis dans les procédures de passation des Marchés de la BID. En plus, il faut se référer aux paragraphes 1.6 et 1.7 énumérant la police de la banque en ce qui concerne le conflit d'intérêt.

La participation à cet appel d'offres est ouverte à tous les entrepreneurs et entreprises éligibles.

Seront exclues de cet appel d'offres toute entreprise qui tombe sur les provisions suivantes :

- les entreprises sous suspension suite à l'annulation des marchés conformément à l'article 191 du code des Marchés Publics du Cameroun,
- les entreprises publiques ou parapubliques sans autonomie financière et non régies par les lois commerciales.

- Les entreprises inscrites sur les personnes radiées par l'IsDB, telles que trouvées sur leur site Web à <http://www.isdb.org>

4. Les soumissionnaires éligibles et intéressés qui ont besoin de plus de clarification peuvent les obtenir auprès du **Coordonateur du Projet LIFIDEP Immeuble LIFIDEP Ayaba Street, BP 142 Bamenda, Cameroon, : Téléphone (+237) 691 046 397, e-mail: [lifidepnwr@gmail.com](mailto:lifidepnwr@gmail.com)** , au moins quatorze (14) jours avant la date limite de dépôt des offres et peuvent consulter le dossier d'appel d'offres à l'adresse ci-dessus pendant les heures ouvrables( de 9h à 15h).

5. Le Dossier d'Appel d'Offres en anglais peut être obtenu de lundi à vendredi, de 9h à 15h au **Sécretariat du Coordonateur LIFIDEP, Ayaba Street, BP 142, Bamenda, Téléphone (+237) 691 046 397, e-mail: [lifidepnwr@gmail.com](mailto:lifidepnwr@gmail.com)** dès la publication du présent avis, sur présentation de l'original d'une quittance de versement de la somme non-remboursable de deux cent mille (200,000) FCFA, payable dans une agence BICEC au << compte << AGENCE DE REGULATION DES MARCHES PUBLICS>> N° 97568660001-28 >>. La quittance doit identifier le payeur comme représentant de l'entreprise ou groupement désireux de participer à l'Appel d'Offres dont la référence doit être clairement indiquée sur le reçu.

Le dossier d'appel d'offres peut être obtenu aussi par Email en envoyant une copie scannée de la quittance de paiement/tranfert des frais de dossier à l'adresse [lifidepnwr@gmail.com](mailto:lifidepnwr@gmail.com)

Le document sera transmis par E-mail dès la confirmation du transfert des frais d'acquisition du dossier.

6. Chaque offre rédigée en anglais ou en français en sept (7) exemplaires dont un(1) original et six (6) copies marqués comme tel, devra parvenir au **Sécretariat du Coordonateur, Immeuble LIFIDEP, Ayaba Street, , Bamenda, Téléphone (+237) 691 046 397** , au plus tard le 17/3/2021.....à 10 H et devra porter la mention :

APPEL D'OFFRES INTERNATIONAL OUVERT N° 411 ICB/LIFIDEP/STB/2020 DU 12/1/2021...../2021 POUR LA CONCEPTION, FOURNITURE ET INSTALLATION DE MACHINES ET D'EQUIPEMENTS POUR TROIS USINES DE TRANSFORMATION DU LAIT ET DES POINTS DE COLLECTE DU LAIT POUR LE PROJET DU DEVELOPPEMENT DE L'ELEVAGE ET DE LA PECHE DE LA REGION DU NORD OUEST, CAMEROUN EN DEUX(2) LOTS (lot(s) no....)  
A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT>>



Les soumissions par voie électronique ne sont pas autorisées. Les offres en retard seront rejetées. L'ouverture des offres aura lieu en présence des soumissionnaires ou leurs représentants dûment mandatés, et autres personnes qui veulent assister à l'ouverture, à l'adresse ci-dessous, le 17/3/2021 à 11h, heure locale.

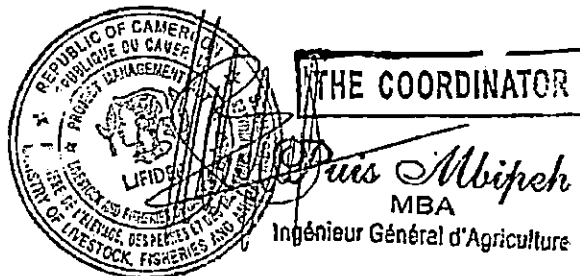
7. Chaque offre doit obligatoirement être accompagnée d'une caution de soumission selon le modèle émis par une banque de premier ordre ou organisme financier agréé par le Ministère chargé des Finances de la République du Cameroun, ainsi qu'il suit :
- Lot 1 : Trois millions (3 000 000) Francs CFA**  
**lot 2 : Douze millions sept cent mille (12 700 000) Francs CFA.** ayant une période de validité de cent quarante-neuf (149) jours à partir de la date limite de remise des offres. L'absence ou une caution non conforme au modèle du dossier d'appel d'offres engendra le rejet de l'offre.
- Une caution délivrée par une institution bancaire non-camerounaise, devra désigner une banque ou institution financière camerounaise agréée par le Ministère chargé des Finances de la République du Cameroun comme correspondant pour rendre opératif ladite caution.

8. Les adresses citées ci-dessus sont :
- Pour consultation/obtention de dossier d'appel d'offres.  
Attention: **Coordonnateur du Projet**  
Adresse: **Immeuble LIFIDEP, AYABA Street,**  
Niveau/Salle : **Sécrétariat du Coordonateur LIFIDEP, Premier Etage.**  
Ville : **BAMENDA**

Pour Ouverture des offres.  
Adresse: **Immeuble LIFIDEP, AYABA Street,**  
Niveau/Salle : **Salle de Conférence, Rez de chaussée.**  
Ville : **BAMENDA**

Pour tout acte de corruption, bien vouloir appeler ou envoyer un SMS au MINMAP aux numéros suivants : 673 20 57 25/699 37 07 48

Pour le Projet de Développement de L'Elevage et de la Pêche



CC:

- Cameroon Tribune (Pour publication)
- ARMP (pour publication et archivage)
- Président CSPM de LIFIDEP (pour information)
- Jeune Afrique Magazine (Pour publication)
- IsDB (Pour publication)
- Affichage (pour information)

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STANDARD PROCUREMENT DOCUMENTS

**Standard Bidding Document for  
Procurement of Plant  
Design, Supply, and Installation  
(One Stage Bidding)**



Islamic Development Bank

January 2019



# Summary Description

The use of this Standard Bidding Document for Procurement of Plant Design, Supply, and Installation applies either when a prequalification process has taken place before bidding, or when a prequalification process has not taken place before bidding. A brief description of the parts, sections, and contents is given below.

## **SBD for Procurement of Plant Design, Supply, and Installation**

### **Summary**

#### **PART 1 – BIDDING PROCEDURES**

##### **Section I: Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

##### **Section II. Bid Data Sheet (BDS)**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

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

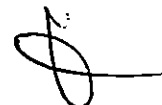
This Section specifies the criteria to determine the Bid offering the most Value for Money and to ascertain the continued qualification of the Bidder to perform the contract. The Bid offering the most Value for Money is the Bid of the Bidder whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

Two alternative Sections III, Evaluation and Qualification Criteria are provided to address the possibility of having or not having prequalification of Bidders.

##### **Section IV: Bidding Forms**

This Section contains the forms for the Bid submission, Price Schedules, Schedules of Technical Proposal, including technical and financial



qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed and submitted by the Bidder as part of his Bid.

#### **Section V. Eligible Countries**

This Section contains information regarding eligible countries.

#### **Section VI. IsDB Policy – Corrupt and Fraudulent Practices**

This Section provides the Bidders with the reference to IsDB's policy in regard to corrupt and fraudulent practices applicable to this process.

### **PART 2 – EMPLOYER'S REQUIREMENTS**

#### **Section VII. Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured. The Requirements shall also include the environmental and, social requirements to be satisfied by the Contractor in executing the Works.

### **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

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

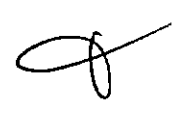
This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

#### **Section IX. Particular Conditions (PC)**

This Section contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

#### **Section X: Contract Forms**

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



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## **PART 1 – Bidding Procedures**



## **OPTION A: Single Stage Bidding**



## Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A.General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids specified in the Bid Data Sheet (**BDS**), the Employer as specified in the **BDS**, issues this Bidding Document for the procurement of Plant and Installation Services, as specified in Section VII, Requirements. The name, identification, and number of lots are provided in the **BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) "day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary's official public holidays.
2. **Source of Funds**
  - 2.1 The Beneficiary or Recipient (hereinafter called "Beneficiary") indicated in the **BDS** has applied for or received financing (hereinafter called "funds") from the Islamic Development Bank (hereinafter called "the Bank") in an amount **specified in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by the Bank will be made only at the request of the Beneficiary and upon approval by the Bank in accordance with the terms and conditions of the Financing Agreement. The Financing Agreement prohibits a withdrawal from the Financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IsDB, is prohibited by a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union.. No party other than the Beneficiary shall derive any rights from the Financing



Agreement or have any claim to the funds.

**3. Fraud and Corruption**

- 3.1 IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers and their personnel, to permit IsDB to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by IsDB.

**4. Eligible Bidders**

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.6—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS, there is no limit on the number of members in a JV.**
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have in 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 the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the facilities that are the subject of the bid; or



- (f) or any of its affiliates has been hired, or is proposed to be hired, by the Employer or the Beneficiary as Project Manager for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Beneficiary (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to IsDB throughout the procurement process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid as a Bidder or as a JV member, except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as a subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
- 4.4 A Bidder shall have the nationality of any country, subject to the restrictions pursuant to ITB 4.8 and in accordance with Section V<sup>1</sup>. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related services.
- 4.5 A Bidder that has been sanctioned by IsDB in accordance with the above ITB 3.1, including in accordance with the Guidelines for Procurement of Goods, Works and Related Services under

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<sup>1</sup> Including eligibility criteria for participation in the supply of goods, works and related services.



IsDB Project Financing ("Procurement Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded an IsDB-financed contract or benefit from an IsDB-financed contract, financially or otherwise, during such period of time as IsDB shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

- 4.6 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to IsDB's satisfaction, through all relevant documents, including its Charter and other information IsDB may request, that it: (i) is a legal entity separate from the government; (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.8 Firms and individuals from a country may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country, provided that IsDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified



**Bidders.****5. Eligible Materials, Equipment, and Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by IsDB may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

**B. Contents of Bidding Document****6. Sections of Bidding Document**

- 6.1 The Bidding Document consists 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
- Section VI. IsDB Policy-Corrupt and Fraudulent Practices

**PART 2 Employer's Requirements**

- Section VII. Requirements

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

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

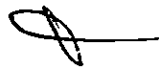
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid



conference (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly by the Employer shall prevail.

- 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 Conference**

- 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 conference if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the **BDS**, the Employer shall also promptly publish its response at the web page identified in the **BDS**. 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 23.2.
- 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 If so specified in the **BDS**, the Bidder's designated representative is invited to attend a pre-bid conference. The purpose of the conference 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
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questions in writing, to reach the Employer not later than one week before the conference.

- 7.6 Minutes of the pre-bid conference, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. If so specified in the **BDS**, the Employer shall also promptly publish the Minutes of the pre-Bid conference at the web page identified in the **BDS**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid conference 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 conference.
- 7.7 Non-attendance at the pre-bid conference 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. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give 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 23.2

### 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 prepared in accordance with ITB 12.1;
- b) Price Schedules completed in accordance with ITB 12 and ITB 17;
- c) Bid Security or Bid-Securing Declaration, in accordance with ITB 20;
- d) at the Bidder's option, alternative bids, if permissible, in accordance with ITB 13;
- e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- f) documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its Bid or in any alternative Bid, if permitted, are eligible;
- g) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualified status to perform the Contract if its Bid is accepted;
- h) documentary evidence in accordance to ITB 16 that the Plant and Installation Services offered by the Bidder conform to the bidding document;
- i) list of subcontractors, in accordance with ITB 16.2; and
- j) any other document required in the **BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

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

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant the forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text and format, and no substitutes shall be accepted except as provided under ITB 21.3. 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.

13.2 When alternative times for completion are explicitly invited, a



statement to that effect will be included in the **BDS**, and the method of evaluating different times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a Plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder offering the most Value for Money and 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 VII, Requirements.

**14. Documents  
Establishing  
the Eligibility  
of the Plant  
and  
Installation  
Services**

14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

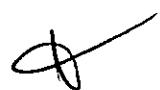
**15. Documents  
Establishing  
the Eligibility  
and  
Qualifications  
of the Bidder**

15.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder meets the qualification criteria (or continues to meet the criteria used at the time of prequalification), the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, information (or updated information on any assessed aspect that changed from the time of prequalification) in the corresponding information sheets included in Section IV, Bidding Forms.

**16. Documents  
Establishing  
the Conformity  
of the Plant  
and  
Installation  
Services**

16.1 The Bidder shall furnish the information stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to the work requirements and the completion time.

16.2 For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items.



In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

- 16.3 The Bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1.

**17. Bid Prices and Discounts**

- 17.1 Unless otherwise specified in the BDS, Bidders shall quote for the entire Plant and Installation Services on a "single responsibility" basis such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items

- 17.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.

- 17.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.

Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total bid price(s) to be entered in the Letter of Bid.

Schedule No. 1 Plant (including Mandatory Spare Parts)  
Supplied from Abroad



Schedule No. 2 Plant (including Mandatory Spare Parts)  
Supplied from within the Employer's Country

Schedule No. 3 Design Services

Schedule No. 4 Installation Services

Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4)

Schedule No. 6 Recommended Spare Parts

Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 above **exclude** materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.

17.4 In the Schedules, bidders shall give the required details and a breakdown of their prices as follows:

(a) Plant to be supplied from abroad (Schedule No. 1):

The price of the Plant shall be quoted on CIP-named place of destination basis as specified in the **BDS** ;

(b) Plant manufactured within the Employer's country (Schedule No. 2):

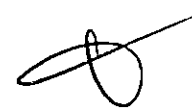
(i) The price of the Plant shall be quoted on an EXW Incoterms basis,

(ii) Sales tax and all other taxes payable in the Employer's country on the plant if the contract is awarded to the Bidder, and

(iii) The total price for the item.

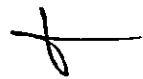
(c) Design Services (Schedule No. 3).

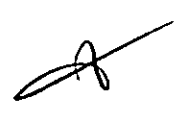
(d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of destination as specified in the BDS, insurance and other services incidental to delivery of the plant, all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids. [Note: When the named place of destination is the project site, the



transportation costs for Schedule No. 1 items are covered under CIP and therefore will not be stated here. This schedule will cover only for items in Schedule No. 2. If the named place of destination is different from the site of installation (project site), then the transport cost from the named place of destination to project site for Schedule No. 1 shall be also included here.]

- (e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.

- 17.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
  - 17.6 The prices shall be either fixed or adjustable as specified in the **BDS**.
  - 17.7 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
  - 17.8 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labour, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labour and material indices in the corresponding Form in Section IV, Bidding Forms.
  - 17.9 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.
  - 17.10 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.
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- 18. Currencies of Bid and Payment**
- 18.1 The currency(ies) of the bid and the currency(ies) for payment shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified in the **BDS**.
- 18.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for the period specified in the **BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 23.1). A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 19.2 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 20, 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 19.3.
- 19.3 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 Price without taking into consideration the above correction.
- 20. Bid Security**
- 20.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security as specified in the **BDS**, in original form and, in the case of a bid security, in the amount and currency specified in the **BDS**.
- 20.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 20.3 If a bid security is specified pursuant to ITB 20.1, 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
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- (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 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non-responsive.

20.5 If a bid security is specified pursuant to ITB 20.1, 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 48.

20.6 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.

20.7 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 47; or
  - (ii) furnish a performance security in accordance with ITB 48.

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

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid, except as



provided in ITB 19.2; or

- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 47; or furnish a performance security in accordance with ITB 48;

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

**21. Format and  
Signing of Bid**

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 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.
- 21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives
- 21.5 Any 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**

**22. Submission,  
Sealing and  
Marking of  
Bids**

- 22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:
  - (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked "COPIES", all required copies of the Bid;





and,

(c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

i. in an envelope marked "ORIGINAL -ALTERNATIVE", the alternative Bid; and

ii. in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.

22.2 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.

22.3 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 23.1;

(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

22.4 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.

**23. Deadline for Submission of Bids**

23.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the **BDS**. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**

23.2 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.

**24. Late Bids**

24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**25. Withdrawal, Substitution, and**

25.1 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



**Modification of Bids**

authorization in accordance with ITB 21.3. 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 21 and ITB 22 (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 23.

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

25.3 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.

**26. Bid Opening**


26.1 Except in the cases specified in ITB 24 and 25.2, the Employer shall publicly open and read out in accordance with ITB 26.5 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the **BDS**.

26.2 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.

26.3 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.

26.4 Next 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.

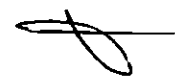
26.5 Next, all remaining envelopes shall be opened one at a time,




reading 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.

- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Employer attending bid opening in the manner specified in the BDS.
- 26.7 The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 24.1).
- 26.8 The Employer shall prepare a record of the bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot if applicable, including any discounts;
  - (c) any alternative proposals; and
  - (d) the presence or absence of a bid security, if one was required.
- 26.9 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 use of website is indicated.

## **E. Evaluation and Comparison of Bids**

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 43.1.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
- 

- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 32.
- 28.2 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.
- 29. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 30. Determination of Responsiveness**
- 30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VII have been met without any material deviation, reservation, or omission.



- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any quantifiable nonconformities in the bid that do not constitute a material deviation, reservation or omission.
- 31.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the non-conforming item or component in the manner specified in the BDS.
- 32. Correction of Arithmetical Errors**
- 32.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (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) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.
- 33. Conversion to Single Currency**
- 33.1 For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as specified in the BDS.



- 34. Margin of Preference** 34.1 Unless otherwise specified in the **BDS**, no margin of 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 *Guidelines for Procurement of Goods, Works and related services under IsDB Project Financing*.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Bid offering the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and that has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 35.2 **Technical Evaluation.** The Employer will carry out a detailed technical evaluation of the Bids not previously rejected to determine whether the technical aspects are in compliance with the bidding document. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non responsiveness. In order to reach its determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:
- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III, Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;
  - (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
  - (c) other relevant factors, if any, listed in Section III,

Evaluation and Qualification Criteria.

35.3 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

35.4 **Economic Evaluation.** To evaluate a Bid, the Employer shall consider the following:

- (a) the Bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (c) price adjustment due to discounts offered in accordance with ITB 17.11;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

35.5 If price adjustment is allowed in accordance with ITB 17.6, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

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

**36. Comparison of Bids**

36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.4 to determine the Bid that has the lowest evaluated cost.

**37. Abnormally Low Bids**

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder,



including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

**38. Unbalanced or Front Loaded Bids**

38.1 If the Bid that is evaluated as offering the most Value for Money is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of supply, proposed methodology, schedule and any other requirements of the bidding document.

38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may:

- (a) accept the Bid; or
- (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price; or
- (c) reject the Bid.

**39. Eligibility and Qualification of the Bidder**

39.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.1. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

39.3 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.





39.4 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. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

**40. Bid Offering  
the Most Value  
for Money**

40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Bid offering the Most Value for Money. The Bid offering the Most Value for Money is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document; and
- (b) the lowest evaluated cost.

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


41.1 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.

**42. Standstill  
Period**

42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**43. Notification of  
Intention to  
Award**

43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their
- 

Bid prices as readout, and as evaluated;

- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.


## **F. Award of Contract**

**44. Award Criteria** 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to offer the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

**45. Notification of Award** 45.1 Prior to the expiration of the period of bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, 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 of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

45.2 Within ten (10) Business days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
  - (e) the name of the successful Bidder, the final total contract
- 

price, the contract duration and a summary of its scope.

45.3 The Employer shall publish the Contract Award Notice in UNDB online or Dg Market website in addition to IsDB's external website and on the Employer's website if available.

45.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**46. Debriefing by  
the Employer**

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

46.3 Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.

**47. Signing of  
Contract**

47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.

47.2 The successful Bidder shall sign, date, and return to the Employer the Contract Agreement within twenty-eight (28) days of its receipt.

47.3 Notwithstanding ITB 47.2 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 Plant and Installation Services under the terms of the Contract.

**48. Performance  
Security**

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions GCC 3.3.3, subject to ITB 38.2(b), and ESHS Performance Security if required in the **BDS** using for that purpose the Performance Security and ESHS Performance Security if required in the **BDS** Forms included in Section X, 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, unless the Employer has agreed in writing that a correspondent financial institution is not required.

48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the **BDS**, the Environmental, Social, Health and Safety (ESHS) 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 Bidder whose Bid offers the next most Value for Money.

**49. Procurement  
Related  
Complaint**

49.1 The procedures for making a Procurement-related Complaint are as specified in the **BDS**.



## Section II. Bid Data Sheet

The following specific data for the Facilities to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

*[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process.]*

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

<b>A. General</b>																
<b>ITB 1.1</b>	The number of the Invitation for Bids is : N <sup>o</sup> : 44/ ICB/ LIFIDEP/STB/2020															
<b>ITB 1.1</b>	The Employer is: <b>The Government of the Republic of Cameroon, Represented by The Livestock and Fisheries Development Project (LIFIDEP)</b>															
<b>ITB 1.1</b>	<p>The name of the ICB is: <b>INTERNATIONAL COMPETITIVE BIDDING (ICB)</b></p> <p>The identification number of the NCB is: <b>N<sup>o</sup>:44/ICB/ /LIFIDEP/STB/2020 of 12/1/2021</b> <b>Package N<sup>o</sup> 19</b></p> <p>The number and identification of the two lots (contracts) comprising this ICB are:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 5%;">Lot No</th> <th style="width: 45%;">Description</th> <th style="width: 25%;">Location</th> <th style="width: 25%;">Duration</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Design, Supply and installation of Plant, Machinery and Equipment for three milk processing plants</td> <td>Bamenda, Wum and Nkambe</td> <td>180 days</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Supply and installation of Equipment and Materials for Milk Collection points.</td> <td>Bamenda, Wum and Nkambe</td> <td>90 days</td> </tr> </tbody> </table> <p><b>A bidder can be awarded one lot or both lots</b></p>				Lot No	Description	Location	Duration	1	Design, Supply and installation of Plant, Machinery and Equipment for three milk processing plants	Bamenda, Wum and Nkambe	180 days	2	Supply and installation of Equipment and Materials for Milk Collection points.	Bamenda, Wum and Nkambe	90 days
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2	Supply and installation of Equipment and Materials for Milk Collection points.	Bamenda, Wum and Nkambe	90 days													
<b>ITB 1.2 (a)</b>	The Employer shall use the following electronic-procurement system to manage this Bidding process: none															
<b>ITB 2.1</b>	The Beneficiary is <b>The Republic of Cameroon</b>															



ITB 2.1	The specific Bank financing institution is: <b>The Islamic Development Bank( IsDB)</b>
ITB 2.1	The name of the Project is: <b>The Livestock and Fisheries Development Project(LIFIDEP) North West Region, Cameroon</b>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <b>3</b>
ITB 4.5	The electronic address of firms and individuals debarred by the Bank is available at: <a href="http://www.isdb.org">http://www.isdb.org</a>
<b>B. Contents of Bidding Document</b>	
ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention: <b>The Project Coordinator, LIFIDEP</b></p> <p>Street Address: <b>LIFIDEP Building Ayaba street, PO Box 142, Mankon Bamenda</b></p> <p>Floor/Room number: <b>Secretariat, Project Coordinator, LIFIDEP</b></p> <p>City: <b>Bamenda</b></p> <p>ZIP Code: <b>Not applicable</b></p> <p>Country: <b>Republic of Cameroon</b></p> <p><b>(+237) 691 046 397</b></p> <p>Electronic mail address: <a href="mailto:lifidepnwr@gmail.com">lifidepnwr@gmail.com</a></p> <p>Requests for clarification should be received by the Employer no later than: <b>14 days before date of submission of bids.</b></p>
ITB 7.1	Web page: <i>None</i>
ITB 7.4	A Pre-Bid conference <b>shall not</b> take place .
<b>C. Preparation of Bids</b>	
ITB 10.1	<p>The language of the bid is: <b>English or French</b></p> <p>All correspondence exchange shall be in <b>English or French</b> language.</p> <p>Language for translation of supporting documents and printed literature is: <b>English</b></p>
ITB 11.1 (j)	<p>The Bidder shall submit with its bid the following additional documents:</p> <p>The Bidder shall submit with its bid the <b>following documents</b> :</p> <ol style="list-style-type: none"> <li>1. Certificate of business registration/incorporation (with form ELI-1.1)</li> <li>2. Original Attestation of Bank Account</li> <li>3. Original receipt of payment of bidding documents</li> </ol> <p><b>In the case of a joint venture, each member is required to produce a Certificate of business registration/incorporation</b></p>

ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 13.2	Alternatives to the Time Schedule <b>shall not be</b> permitted. If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Plant and Installation Services, as further detailed in the Specification: <b>none</b> If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITB 17.1	Bidders shall quote for the entire Plant and Installation Services on a "single responsibility" basis.
ITB 17.5 (a) and (d)	Place of destination: <b>Livestock and Fisheries Development Project, AYABA Street, Bamenda, Republic of Cameroon</b>  Final destination: <b>Bamenda, Nkambe and Wum for each of the two lots in the Republic of Cameroon</b>
ITB 17.6	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITB 18.1	The Bidder <i>is</i> required to quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 18.2	If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country (Francs CFA).
ITB 15.2 (b)	Spares required for operation; is 2 years following completion
ITB 19.1	The bid validity period shall be: : <b>120 days from deadline for bid submission</b>
ITB 20.1	<i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i> A Bid security <i>shall be</i> required. A Bid-Securing Declaration <i>shall not be</i> required. The amount of the bid security shall be: Lot 1: <b>Three million (3 000 000) Francs CFA</b> Lot 2: <b>Twelve million seven hundred thousand (12 700 000) Francs CFA</b>
ITB 20.9	If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by

	the Employer for a period of <b>two(2) years</b> .
<b>ITB 21.1</b>	In addition to the original of the Bid, the number of copies is: <b>six(6) copies</b>
<b>ITB 21.3</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate: The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a <b>Power of Attorney</b>; and</p> <p>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 jointly and severally liable, if so required in accordance with ITB 4.1, 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 JVCA is awarded the Contract, during contract execution."</p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	<p>For <b><u>bid submission purposes</u></b> only, the Employer's address is</p> <p><b>Attention: Project Coordinator,</b></p> <p><b>Livestock and Fisheries Development Project (LIFIDEP)</b></p> <p>Street Address: <b>LIFIDEP Building Ayaba street, PO Box 142, Mankon Bamenda.</b></p> <p>Floor/Room number: <b>Secretariat, Project Coordinator</b></p> <p>City: <b>Bamenda</b></p> <p>ZIP Code: <b>Not Applicable</b></p> <p>Country: <b>Republic of Cameroon</b></p> <p><b>The deadline for bid submission is:</b></p> <p>Date: <b>17/3 /2021</b></p> <p>Time: <b>10 am Local time (GMT+1)</b></p> <p>The electronic Bid submission procedures shall be: <b>Not applicable</b></p>
<b>ITB 26.1</b>	<p><b>The bid opening shall take place at:</b></p> <p>Street Address: <b>LIFIDEP Building Ayaba Street, PO Box 142, Mankon Bamenda</b></p> <p>Floor/Room number: <b>Conference Room, Ground Floor</b></p> <p>City: <b>Bamenda</b></p> <p>Country: <b>Republic of Cameroon</b></p> <p>Date: <b>17/3 /2021</b></p> <p>Time: <b>11.00 am Local Time: (GMT+1)</b></p>



ITB 26.1	The electronic bid opening procedures shall be: <b>Not applicable</b>
ITB 26.6	The Letter of Bid and Price Schedules shall be initialed by the <b>Chairman, Secretary and members of the LIFIDEP Special Tenders Board</b> conducting Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
ITB 31.3	The adjustment shall be based on the <i>average</i> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
ITB 33.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <b><i>Franc CFA (XAF)</i></b></p> <p>The source of exchange rate shall be: Bank of Central African States (BEAC)</p> <p>The date for the exchange rate shall be: <b>Original submission deadline</b></p>
ITB 35.4 (f)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <b><i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></b></p> <ul style="list-style-type: none"> <li>(a) Deviation in Time for Completion: <b><i>No.</i></b></li> <li>(b) Life cycle costs: the projected operating and maintenance costs during the life of the goods or equipment <b><i>[insert Yes or No, If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria];</i></b></li> <li>(c) Functional Guarantees of the Facilities <b><i>[insert Yes or No, If Yes, insert methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></b></li> <li>(d) Work, services, facilities, etc., to be provided by the Employer <b><i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria];</i></b></li> </ul> <p>and</p> <p><b><i>[insert any other specific criteria here and provide details in Section III, Evaluation and Qualification Criteria]</i></b></p>
ITB 49.1	The procedures for making a Procurement-related Complaint are detailed in the <u>"Guidelines for Procurement of Goods, Works and related services under IsDB Project Financing (Annex C)."</u> If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available,

	<p>that is either by email or fax), to:</p> <p><b>For the attention:</b> Pius Mbipeh</p> <p><b>Title/position:</b> Project Coordinator</p> <p><b>Employer:</b> Livestock and Fisheries Development Project(LIFIDEP)</p> <p><b>Email address:</b> <u><a href="mailto:lifidepnwr@gmail.com">lifidepnwr@gmail.com</a></u></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Bidding Documents; and</li><li>2. the Employer's decision to award the contract.</li></ol>
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## Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. No other factors, methods or criteria shall be used other than those specified in this bidding document.

The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

*[The Employer shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

### Table of Criteria

<b>1. EVALUATION.....</b>	<b>52</b>
<b>1.1 Technical Evaluation .....</b>	<b>52</b>
<b>1.2 Economic Evaluation .....</b>	<b>52</b>
<b>1.3 Multiple Contracts (ITB 35.6).....</b>	<b>54</b>
<b>2. QUALIFICATION (WHEN NO PREQUALIFICATION) .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>2. QUALIFICATION (AFTER PREQUALIFICATION) .....</b>	<b>68</b>



The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Employer shall determine the Bid offering the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

## 1. Evaluation

### 1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (c) the following factors shall apply:

.....  
.....  
.....

### 1.2 Economic Evaluation

The following factors and methods will apply: *[use one or more of the following adjustment factors consistent with ITB 35.4 of the BDS]*

#### (a) Time Schedule

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: \_\_\_\_\_. No credit will be given for earlier completion.

or

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between \_\_\_\_\_ minimum and \_\_\_\_\_ maximum. The adjustment rate in the event of completion beyond the minimum period shall be \_\_\_\_\_ (%) for each week of delay from that minimum period. No credit will be given for completion earlier than the minimum designated period. Bids offering a completion date beyond the maximum designated period shall be rejected.

#### (b) Life Cycle Costs

*[Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods or works are estimated to be considerable in comparison with the initial cost and may vary among different Bids/proposals. It shall be evaluated on a net present value basis. When using life cycle costing, the Employer shall specify the following information:]*



Since the operating and maintenance costs of the facilities being procured form a major part of the **life cycle cost** of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be added to the Bid price for evaluation.

**Option 1:**

The operating and maintenance costs factors for calculation of the life cycle cost are:

- (i) number of years for life cycle: \_\_\_\_ *[Insert number of years]*
- (ii) operating costs *[state how they will be determined]*
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation *[state how they will be determined]*, and
- (iv) Discount rate: \_\_\_\_\_ *[insert discount rate in percent]* to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

**Or**

**Option 2:**

Reference to the methodology specified in the Specification or elsewhere in the bidding document.

The price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation.

**(c) Functional Guarantees of the Facilities**

The minimum (or maximum) requirements stated in the Specification for functional guarantees required in the Specification are:

Functional Guarantee	Minimum (or Maximum, as appropriate) Requirement
1.	
2.	
3.	
...	

For the purposes of evaluation, for each percentage point that the functional guarantee of the proposed Plant and Installation Services is below the norm specified in the Specification and in the above table, but above the minimum acceptable levels also specified therein, an adjustment of \_\_\_\_\_ will be added to the Bid price. If the drop below the norm or the excess above the minimum acceptable levels is less than one percent, the adjustment will be prorated accordingly.

**(d) Work, services, facilities, etc., to be provided by the Employer**

Where Bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the Bid price for evaluation.

**(e) Sustainable procurement**

*[If specific sustainable procurement technical requirements have been specified in Section VII- Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

**(f) Alternative technical solutions for specified parts**

The acceptability of alternative technical solutions for parts of the facilities, if permitted under ITB 13.4, will be determined as follows:

.....  
.....

**(g) Specific additional criteria**

The relevant evaluation method, if any, shall be as follows:

.....  
.....  
.....

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Cost." Bid prices quoted by Bidders shall remain unaltered.


### **1.3 Multiple Contracts (ITB 35.6)**

If in accordance with ITB 1.1, Bids are invited for more than one lot, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria Section III, Evaluation and Qualification Criteria for a lot or combination of lots as the case may be.



In determining Bidder or Bidders that offer the total lowest evaluated cost to the Employer, after considering all possible combination of lots, the Employer shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Employer.



Factor	1 Eligibility					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture (existing or intended)			
			All members combined	Each Partner	At least one Partner	
1.1 Nationality	Nationality in accordance with ITB 4.4.	Must meet requirement	must meet requirement	(see below)	Must meet requirement (see below)	Form ELI –1.1 and 1.2, with attachments
			The Guidelines stipulate:  Paragraph 1.24 “In the case of ICB/MC, association of non-MC Firms with MC Firms may be accepted. However, the lead MC Firm is expected to perform at least fifty (50) per cent of the contract.”  Paragraph 1.25 In the case of National Competitive Bidding (NCB), association of domestic Firms with non-domestic Firms is accepted, with the domestic Firm expected to perform at least fifty (50) per cent of the contract.			
1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.2	Must meet requirement	must meet requirement	Must meet requirement	N / A	Letter of Bid
1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in 4.5.	Must meet requirement	must meet requirement	Must meet requirement	N / A	Letter of Bid
1.4 Government Owned Entity of the Beneficiary country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments





<b>1.5 United Nations resolution or Beneficiary's country law or Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union.</b>	Not having been excluded as a result of prohibition in the Beneficiary's country laws or official regulations against commercial relations with the Bidder's country, or or by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union,, both in accordance with ITB 4.8 and Section V.	Must meet requirement	must meet requirement	Must meet requirement	N / A	Letter of Bid
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Factor	2. Historical Contract Non-Performance				
Sub-Factor	Criteria				Documentation Required
	Requirement	Bidder			
		Single Entity	Joint Venture (existing or intended)		
			All members combined	Each member	



Factor	2. Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
2.1 History of non-performing contracts	Non-performance <sup>1</sup> of a contract did not occur within the last Two (2) 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 member to past or existing JV	Must meet requirement	Must meet requirement <sup>2</sup>	N / A	Form CON - 2
2.2Suspension	Not under suspension based on execution of a Bid Securing Declaration or Proposal Securing Declaration pursuant to ITB 4.7 and ITB 20.9	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid

<sup>1</sup> Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation 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.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Factor	2. Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder	Joint Venture (existing or intended)			
			Single Entity	All members combined	Each member	
2.3 Pending Litigation	Bid's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N / A	Must meet requirement	N / A	Form CON – 2
2.4 Litigation History	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2015	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

<sup>3</sup> The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

Factor	2. Historical Contract Non-Performance					
Sub-Factor	Criteria				Documentation Required	
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
2.5 Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years <sup>4</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

<sup>4</sup> The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence.

Factor	3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
3.1 Financial Capabilities	Submission of audited balance sheets or if not required by the law of the Bidder's Country, other financial statements acceptable to the Employer, for the last five[ 5] years to demonstrate the current soundness of the Bidders financial position and its prospective long term profitability. Minimum net Worth of: Lot 1:100 million Francs CFA or equivalent, Lot 2: 850 million Francs CFA or equivalent,	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 3.1 with attachments
3.2Average Annual Turnover	Minimum average annual turnover in Agricultural, Livestock and/or Fisheries equipment and/or Materials of: Lot 1:60 million Francs CFA or equivalent, Lot 2: 600 million Francs CFA or equivalent, calculated as total certified	Must meet requirement	Must meet requirement	Must meet Thirty percent (30 %) of the requirement	Must meet Sixty percent (60%) of the requirement	Form FIN –3.2

Factor	3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
	All members combined		Each member	At least one member		
	payments received for contracts in progress or completed, within the last five[ 5] years					
3.3Financial 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: <b>Lot 1:100 million Francs CFA or equivalent,</b> <b>Lot 2:850 million Francs CFA or equivalent,</b> and (ii) the overall cash flow requirements for this contract and its current commitments.	Must meet requirement	Must meet requirement	Must meet <b>Thirty percent (30 %)</b> of the requirement	Must meet <b>Sixty percent (60%)</b> of the requirement	Form FIN –3.3

Factor	4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture (existing or intended)			
			All members combined	Each member	At least one member	
4.1 General Experience	Experience in <b>Agricultural, Livestock and/or Fisheries sector</b> under contracts in the role of <i>contractor</i> , subcontractor, or management contractor for at least the last 10 years starting 1 <sup>st</sup> January 2010	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-4.1



4.2(a) Specific Experience	<p>(a) Participation as contractor, joint venture member<sup>5</sup>, management contractor, or subcontractor, in at least one (1) contracts within the last five (5) years, each with a value of at least:</p> <p><b>Lot 1: 120 million Francs CFA or equivalent,</b></p> <p><b>Lot 2: 510 million Francs CFA or equivalent,</b></p> <p>, that have been successfully and substantially<sup>6</sup> completed and that are similar to the proposed Plant and Installation Services.</p> <p>The similarity of the contracts shall be based on the following:</p> <p><b>Lot 1: Installation of an industrial plant</b></p> <p><b>Lot 2: Supply of laboratory equipment</b></p>	Must meet requirement	Must meet requirements <sup>7</sup>	N / A	Must meet the following requirements for the key activities listed below [list key activities and the corresponding minimum requirements to be met by one member otherwise state: "N/A"]	Form EXP 4.2(a)
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<sup>5</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

<sup>6</sup> Substantial completion shall be based on 80% or more plant and installation completed under the contract.

<sup>7</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.



4.2(b) Specific Experience	<p>(b) For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum experience in the following key activities:</p> <p><b>Lot 1: Installation of a solar power system by self or through a specialized subcontractor.</b></p> <p><b>Lot 2: Not applicable</b></p>	Must meet requirements	Must meet requirements <sup>8</sup>	N / A	<p>Must meet the following requirements for key activities listed below <i>[if applicable, out of the key activities in the first column of this 4.2 b), list key activities (volume, number or rate of production as applicable) and the corresponding minimum requirements that have to be met by one member, otherwise this cell should state: "N/A".]</i></p>	Form EXP-4.2(b)
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**Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.1, 3.2, 4.2(a) and 4.2(b)]**

<sup>8</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

X

## 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)	Similar Works Experience (years)
1	Dairy Technologist	10	5
2	Plant and Machinery Expert	10	5
3	Renewable Energy Expert	10	5

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

**A bidder who wishes to be awarded both lots is to submit separate lists of personnel for each lot**

## 2.6 Equipment ( not applicable)

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		
2		
...		

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

**A bidder who wishes to be awarded both lots is to submit separate lists of equipment for each lot**

## 2.7 Subcontractors ( in the case bidder does not have a department for it)

Subcontractors/manufacturers for the following major items of supply or services ('Specialized Subcontractors') must meet the following minimum criteria, herein listed for that item:

Item No.	Description of Item	Minimum Criteria to be met
1	Solar Energy Plant	Supplied and/or Installed at least 1 with a capacity of at least 10 KW
2	Dairy Cold Room	Supplied and/or Installed at least 1 in milk processing plants
3	Autoclave for milk sterilization	Supplied and/or Installed at least 1 for sterile milk production
...		

Failure to comply with this requirement will result in rejection of the subcontractor.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's Country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

## **2. Qualification (after prequalification) Not applicable**

### **2.1 Update of Information**

The Bidder shall continue to meet the criteria used at the time of prequalification.

### **2.2 Specialized Subcontractors**

Only the Specialized Subcontractors as approved by the Employer will be considered. The Specialized Subcontractor shall continue to meet the criteria used at the time of prequalification. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

### **2.3 Financial Resources**

Using the relevant Forms FIN-3.1 and FIN-3.2 Section IV, Bidding Forms, 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:

.....  
.....

and

(ii) the overall cash flow requirements for this contract and its current Works commitment:

.....  
.....  
.....



## 2.4 Personnel

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

*[Specify requirements for each lot as applicable]*

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1			
2			
3			
4			
5			
...			

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

## 2.5 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5...		

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

## 2.6 Subcontractors

Subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:

<b>Item No.</b>	<b>Description of Item</b>	<b>Minimum Criteria to be met</b>
1		
2		
3		
4...		

Failure to comply with this requirement will result in rejection of the subcontractor.

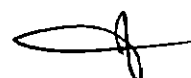
In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.



## Section IV. Bidding Forms

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## Letter of Bid

### Letter of Bid – Single Stage Bidding

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

ICB or ICB/MC No.: \_\_\_\_\_

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

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8 \_\_\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.7
- (d) We offer to [Employer to insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission], in conformity with the Bidding Document, the following Plant and Installation Services:

The price of our Bid, excluding any discounts offered in item (f) below is the sum of:

In case of only one lot, total price of the Bid \_\_\_\_\_

In case of multiple lots, total price of each lot \_\_\_\_\_

In case of multiple lots, total price of all lots (sum of all lots) \_\_\_\_\_

- (e) The discounts offered and the methodology for their application are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (f) Our bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;



- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (h) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative bids submitted in accordance with ITB 13;
- (i) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by IsDB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union;;
- (j) *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (k) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:  
*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

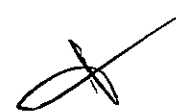
Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

;

- (l) We understand that this bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_



Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

A handwritten signature, possibly reading "J. Smith", is written in the bottom right corner of the page.

## Schedules

### Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad (LOT 1)

Item	Description	Code <sup>1</sup>	Qty. (1)	Unit Price <sup>2</sup>		Total Price <sup>2</sup> (1) x (3)
				(2)	CIP (3)	
1	Lathe tools for boring, cutting and chamfering		6 sets			
2	Electrical fuses, circuit breakers, voltmeters, ampermeter		6 sets			
3	Milk filters for milk pumps		30			
4	Solar welding machine		6			
5	Tubes and connection materials		6 sets			
TOTAL (to Schedule No. 5. Grand Summary)						

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>1</sup> Bidders shall enter a code representing the country of origin of all imported plant and equipment.

<sup>2</sup> Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies.

### Country of Origin Declaration Form

Item	Description	Code	Country



<b>Schedules</b>
<b>Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad (LOT 2): not applicable</b>

Item	Description	Code <sup>1</sup>	Qty. (1)	Unit Price <sup>2</sup>		Total Price <sup>2</sup> (1) x (3)
				(2)	CIP (3)	
<b>TOTAL (to Schedule No. 5. Grand Summary)</b>						
<div style="text-align: right; margin-top: 10px;"> Name of Bidder _____   Signature of Bidder _____ </div>						

<sup>1</sup> Bidders shall enter a code representing the country of origin of all imported plant and equipment.

<sup>2</sup> Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies.

### Country of Origin Declaration Form

Item	Description	Code	Country

A

**Schedule No. 2. Plant and Mandatory Spare Parts  
Supplied from Within the Employer's Country(LOT 1)  
Not applicable**

Item	Description	Qty. (1)	EXW Unit Price <sup>1</sup> (2)	EXW Total Price <sup>1</sup> (1) x (2)
TOTAL (to Schedule No. 5. Grand Summary)				
		Name of Bidder _____  Signature of Bidder _____		

<sup>1</sup> Specify currency in accordance with requirements stipulated in Bid Data Sheet



<p align="center"><b>Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Within the Employer's Country(LOT 2)</b></p> <p align="center"><b>Not applicable</b></p>
---

Item	Description	Qty. (1)	EXW Unit Price (2)	EXW Total Price (1) x (2)
TOTAL (to Schedule No. 5. Grand Summary)				
		Name of Bidder _____  Signature of Bidder _____		



### Schedule No. 3. Design Services (LOT 1)

Item	Description	Qty.  (1)	Unit Price <sup>1</sup>		Total Price <sup>1</sup>  (1) x (2)
			Local Currency Portion (2)	Foreign Currency Portion (optional)	
1	Design of complete functional milk processing plant including all cabling, machines and equipment for milk storage, pasteurization, yoghurt, ice cream, UHT and cheese production and stand by generator	3			
2	Design of a water supply system consisting of a borehole, pumping system and over head storage tank of at least 5m <sup>3</sup> capacity and connection to milk plant building	3			
<b>TOTAL (to Schedule No. 5. Grand Summary)</b>					
			Name of Bidder _____  Signature of Bidder _____		

<sup>1</sup> Specify currency in accordance with requirements stipulated in Bid Data Sheet






**Schedule No. 3. Design Services (LOT 2): Not Applicable**

Item	Description	Qty.  (1)	Unit Price <sup>1</sup>		Total Price <sup>1</sup>  (1) x (2)
			Local Currency Portion (2)	Foreign Currency Portion (optional)	
TOTAL (to Schedule No. 5. Grand Summary)					

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>1</sup> Specify currency in accordance with requirements stipulated in Bid Data Sheet



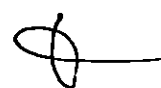
### Schedule No. 4. Installation and Other Services(LOT 1)

**Lot 1: Supply and installation of Plant, Machines and Equipment for three milk processing plants**

Item	Description	Qty (1)	Unit Price <sup>1</sup>		Total Price <sup>1</sup>	
			Foreign Currency Portion (2)	Local Currency Portion (3)	Foreign (1)X(2)	Local (1)X(3)
1.	SET OF 3 STAINLESS-STEEL BUCKETS	3				
2.	COMPLETE STAINLESS STEEL STRAINER AND FILTER.	3				
3.	ULTRASONIC MILK ANALYSER	3				
4.	SET OF BASIC LABORATORY EQUIPMENT	3				
5.	FOOD GRADE THERMOMETERS	6				
6.	PH METER FOR FOOD	3				
7.	RAW MILK STORAGE COOLING TANK & COOLING UNIT (VOL 800-1000L)	1				
8.	RAW MILK STORAGE COOLING TANK & COOLING UNIT (VOL 500-700L)	2				
9.	MILK TRANSPORTATION TANK	3				
10.	MILK/WHEY PUMP	3				
11.	MILK HEAT EXCHANGER	3				
12.	MILK CREAM SEPARATOR	3				
13.	MILK HOMOGENIZER	3				
14.	MULTIFUNCTIONAL PASTEURISATION VAT FOR MILK, CHEESE, YOGHURT	3				
15.	PASTEURIZATION VAT CHEESE	3				



16.	ICE CREAM PASTEURIZER	3				
17.	SEMI-AUTOMATIC, YOGHURT, FRESH CHEESE AND MILK FILLING MACHINE	3				
18.	PLASTIC SEALING MACHINE	6				
19.	MANUAL CUP THERMO-SEALING MACHINES	6				
20.	BUTTER CHURN	3				
21.	BUTTER AND CURD FILLING MACHINE INOX	3				
22.	WORKING TABLES FOR FILLING	4				
23.	PNEUMATIC CHEESE PRESS	3				
24.	CHEESE MOULDS	3				
25.	BRINE BATH FOR CHEESES.	3				
26.	ROTATORY AUTOCLAVE, AND OTHER EQUIPMENT FOR HEAT (UHT) TREATMENT MILK	1				
27.	PNEUMATIC CAPPER FOR BOTTLES	1				
28.	VACUUM MACHINE	3				
29.	CIP CLEANING SYSTEM	3				
30.	PREFABRICATED COOLING AREA WITH A ROOF/WALL MONOBLOCK REFRIGETRATION SYSTEM. EQUIPED WITH STORAGE MATERIALS	3				
31.	WATER PUMP	3				
32.	MILK HEATER WITH PTFE-COATING AND BOW HANDLE	3				
33.	STAINLESS STEEL MILK CAN	3				
34.	ICE TURBINE	3				



35.	PORCELAIN DESICCATOR	3				
36.	ICE CREAM GELATO MACHINE	3				
37.	ELECTRONIC PRECISION BALANCE	3				
38.	MOBILE CRATES	3				
39.	HANDLING TROLLEY	3				
40.	REFRIGERATOR	3				
41.	FLY AND INSECT CONTROLLER	3				
42.	AIR FILTER	3				
43.	SOLAR PANELS, BATTERIES, INVERTERS, CABLES, AND STEEL ENCLOSURE AS POWER HOUSE.	3				
44.	ELECTRICAL GENERATOR	3				
45.	ADDITIONAL TOOLS AND ACCESSORIES	3				
46.	TUBE AND CONNECTION MATERIALS	3				
47.	SPARES	3				
48.	SHIPPING CONTAINER	3				
49.	SET OF DETERGENTS AND SANITIZERS	3				
50.	SET OF STARTER CULTURES, INGREDIENTS AND FRUITS TO TEST THE MACHINES AND TRAIN LOCAL STAFF	3				
51.	REFINING CELLAR	3				
52.	STORAGE AND QUICK COOLING CABINET FOR YOGURT	3				
53.	DATE STAMP MACHINE	3				
54.	LABEL MARKER	3				
55.	Solar freezer	3				
56.	Test strips, incubator and reader for drug residues in	3				

	milk					
57.	Water supply system	3				
58.	<b>Training of 4 staff on each site (3 processors and 1 technician) on the following:</b> -Standard operating procedures for each machine installed. -The use of Hazard Analysis and Critical Control Points (HACCP) principles in the processing chain -The cleaning in place system (CIP) for the installed machines.	12				
59.	<b>Training of 1 technician on each site on the following:</b> The routine replacement and maintenance of essential parts of the equipment The utilization and maintenance of the solar system.	3				
TOTAL (to Schedule No. 5. Grand Summary)						
						Name of Bidder _____
						Signature of Bidder _____

<sup>1</sup> Specify currency in accordance with requirements stipulated in Bid Data Sheet



## Schedule No. 4. Installation and Other Services(LOT 2)

### Lot 2. Supply of Equipment and Materials for Milk Collection.

Item	Description	Qty (1)	Unit Price <sup>1</sup>	Total Price <sup>1</sup>	Unit Price <sup>1</sup>	Total Price <sup>1</sup>
			Foreign Currency Portion (2)	Local Currency Portion (3)	Foreign (1)X(2)	Local (1)X(3)
1.	Solar Refrigerator	21				
2.	Milk Cooling Can type 1	14				
3.	Milk Cooling Can type 2	14				
4.	Stainless Steel Milk Cans	14				
5.	Stainless steel Milk Strainer and Filter	14				
6.	Single milking machine, Monophasic with mobile chassis and valve	14				
7.	Stainless Steel Milk Cans	424				
8.	Aluminum Milk Cans	424				
9.	Plastic strainer with filter	424				
10.	Thermometer	424				
11.	Milk Analyser	7				
12.	Mastitis detector	7				
13.	Steel Spatula	14				
14.	Milk Scale Balance	7				
15.	Milk Ladle	14				
16.	Milk PH Tester	14				
17.	Lactometer I	14				
18.	Lactometer II	14				
19.	Storage Cabinet	14				

TOTAL (to Schedule No. 5. Grand Summary)

Name of Bidder \_\_\_\_\_

Signature of  
Bidder \_\_\_\_\_



<sup>1</sup> Specify currency in accordance with requirements stipulated in Bid Data Sheet

### Schedule No. 5. Grand Summary(LOT 1)

Item	Description	Total Price <sup>1</sup>	
		Foreign	Local
	Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied from Abroad		
	Total Schedule No. 2. Plant, and Mandatory Spare Parts Supplied from Within the Employer's Country		
	Total Schedule No. 3. Design Services		
	Total Schedule No. 4. Installation and Other Services		
<b>TOTAL (to Bid Form)</b>			
<div style="margin-bottom: 20px;">Name of Bidder _____</div> <div>Signature of Bidder _____</div>			

<sup>1</sup> Specify currency in accordance with requirements stipulated in Bid Data Sheet Create and use as many columns for Foreign Currency requirement as there are foreign currencies



### Schedule No. 5. Grand Summary(LOT 2)

Item	Description	Total Price <sup>1</sup>	
		Foreign	Local
	Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied from Abroad		
	Total Schedule No. 2. Plant, and Mandatory Spare Parts Supplied from Within the Employer's Country		
	Total Schedule No. 3. Design Services		
	Total Schedule No. 4. Installation and Other Services		
<b>TOTAL (to Bid Form)</b>			
<div style="margin-bottom: 20px;">Name of Bidder _____</div> <div>Signature of Bidder _____</div>			

<sup>1</sup> Specify currency in accordance with requirements stipulated in Bid Data Sheet Create and use as many columns for Foreign Currency requirement as there are foreign currencies





**Schedule No. 6. Recommended Spare Parts (LOT 1) :Not applicable**

Item	Description	Qty.  (1)	Unit Price		Total Price  (1) x (2) or (3)
			CIF or CIP (foreign parts) (2)	EXW (local parts) (3)	
		Name of Bidder _____  Signature of Bidder _____			

Country of Origin Declaration Form for Recommended Spare Parts

Item	Description	Code	Country



**Schedule No. 6. Recommended Spare Parts(LOT 2): not applicable**

Item	Description	Qty. (1)	Unit Price		Total Price (1) x (2) or (3)
			CIF or CIP (foreign parts) (2)	EXW (local parts) (3)	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"></div> <div> Name of Bidder _____   Signature of Bidder _____ </div> </div>					

**Country of Origin Declaration Form for Recommended Spare Parts**

Item	Description	Code	Country



## Price Adjustment

Where the Contract Period (excluding the Defects Liability Period) exceeds twelve (12) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labour and material components. In such cases the bidding documents shall include in this form a formula of the following general type, pursuant to PC Clause 3.1.2.

Where Contracts are of a shorter duration than twelve (12) months or in cases where there is to be no Price Adjustment, the following provision shall not be included. Instead, it shall be indicated under this form that the prices are to remain firm and fixed for the duration of the Contract.

### Sample Price Adjustment Formula

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components, in accordance with the following formula:

$$P_1 = P_0 \times \left( a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

$P_1$  = adjustment amount payable to the Contractor

$P_0$  = Contract price (base price)

$a$  = percentage of fixed element in Contract price ( $a = \%$ )

$b$  = percentage of labour component in Contract price ( $b = \%$ )

$c$  = percentage of material and equipment component in Contract price ( $c = \%$ )

$L_0, L_1$  = labour indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

$M_0, M_1$  = material and equipment indices in the country of origin on the base date and the date for adjustment, respectively

N.B.:  $a+b+c=100\%$ .



**Conditions Applicable To Price Adjustment**

The Bidder shall indicate the source of labour and materials indices and the base date indices in its bid.

<u>Item</u>	<u>Source of Indices Used</u>	<u>Base Date Indices</u>
-------------	-------------------------------	--------------------------

The base date shall be the date thirty (30) days prior to the Bid closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.

The following conditions shall apply:

- (a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.
- (b) If the currency in which the Contract price,  $P_0$ , is expressed is different from the currency of the country of origin of the labour and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be:  $Z_0 / Z_1$ , where,
  - $Z_0$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price  $P_0$  on the Base date, and
  - $Z_1$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price  $P_0$  on the Date of Adjustment.
- (c) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

Note: For complex Plant supply and installation involving several sources of supply and/or a substantial amount of installation works, a family of formulas may be necessary, with provision for the usage of Contractor's equipment in the works formula.



## Form of Bid Security (Bank Guarantee)

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

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

**Invitation for Bids No:** *[Insert reference number for the Request for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

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

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


At the request of the Applicant, we as Guarantor hereby **irrevocably and unconditionally** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of the Beneficiary's **first demand** in writing accompanied by a written statement stating that the Applicant is in breach of its obligation(s) under the bid conditions, because the Applicant:

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

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

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. 758.



[signature(s)]

## Form of Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND [name of Bidder] as Principal (hereinafter called "the Principal"), and [name, legal title, and address of surety], **authorized to transact business in** [name of country of Employer], as Surety (hereinafter called "the Surety"), are held and firmly bound unto [name of Employer] as Obligee (hereinafter called "the Employer") in the sum of [amount of Bond]<sup>10</sup> [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

- (a) withdraws its Bid during the period of bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; 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 Agreement; or (ii) fails or refuses to furnish the Performance Security in accordance with the Bidding Document;

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

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

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

<sup>10</sup> The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.



---

(Signature)  
(Printed name and title)

---

(Signature)  
(Printed name and title)

A handwritten signature, possibly reading "J. Smith", is written in the bottom right corner of the page.

## Form of Bid-Securing Declaration

Date: [insert date (as day, month and year)]  
Bid No.: [insert number of bidding process]

To: [insert complete name of Employer]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Beneficiary for the period of time of [Employer to insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid;  
or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the JV that submits the bid.]





## Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission]  
ICB or ICB/MC No.: [insert ICB number]  
Invitation for Bid No.: [insert number of bidding process]

To: [insert complete name of Employer]

### WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 5.2 of the General Conditions, with respect to the goods offered by the above firm.

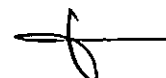
Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Manufacturer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]



# **Technical Proposal**

## **Technical Proposal Forms**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Plant**

**Contractor's Equipment**

**Personnel**

**Proposed Subcontractors for Major Items of Plant and Installation Services**

**Functional Guarantees of the Proposed Facilities**

**Others – Time Schedule**



## **Site Organization**



## Method Statement

A handwritten signature or mark, possibly a stylized 'S' or a signature, located in the bottom right corner of the page.

--

## **Mobilization Schedule**



--

## Construction Schedule



**Plant**

--

## 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 Contractor's 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.

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

Omit the following information for equipment owned by the Bidder.

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






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

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated 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

\*As listed in Section III.



## Resume of Proposed Personnel

### Form PER-2

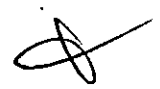
The Bidder shall provide all the information requested below.

**Name of Bidder**

<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>

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience



## **Proposed Subcontractors for Major Items of Plant and Installation Services**

Prior to issuing the Bidding Document, the Employer should establish a list of major item of Plant and Installation Services for which approval of the Employer is required. Approved subcontractors proposed by the winning Bidder, should be included in the Appendix (List of Major Items of Plant and Installation Services and List of Approved Subcontractors) of the Contract Agreement.

In case a prequalification process is conducted a similar form may be used in the prequalification document, and updated at the time of bidding.

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

<b>Major Items of Plant and Installation Services</b>	<b>Proposed Subcontractors/Manufacturers</b>	<b>Nationality</b>



**Functional Guarantees of the Proposed Facilities****Form FUNC**

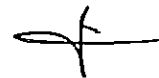
The Bidder shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in Section III, Evaluation and Qualification Criteria, and in the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

<b>Functional Guarantee [as required by the Employer in Section III]</b>	<b>Functional Guarantee value offered by the Bidder</b>
1.	
2.	
3.	
...	



**Others - Time Schedule**

(to be used by Bidder when alternative Time for Completion is invited in accordance with ITB 13.2 – [Single Stage Bidding only])



## **Bidder's Qualification**

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

A handwritten signature or mark, possibly a stylized 'N' or a checkmark, located in the bottom right corner of the page.

**Bidder Information Sheet****Form ELI 1.1**

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

ICB or ICB/MC No.: \_\_\_\_\_

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

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

1. Bidder's Legal Name
2. In case of Joint Venture (JV), legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <ul style="list-style-type: none"><li>• Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Clause 4.4</li><li>• In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Clause 4.1.</li><li>• 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 4.6.</li></ul>


Please note that a written authorization needs to be attached to this sheet as required by ITB



**Partner to JV Information Sheet****Form ELI 1.2**

Date: \_\_\_\_\_  
ICB or ICB/MC No.: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JV's Partner's legal name:
3. JV's Partner's Country of Registration:
4. JV's Partner's Year of Registration:
5. JV's Partner's Legal Address in Country of Registration:
6. JV's Partner's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Clause 4.4 <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Clause 4.6.





## Historical Contract Non-Performance

### Form CON - 2

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

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

JV Partner Legal Name: \_\_\_\_\_

ICB or ICB/MC No.: \_\_\_\_\_

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

Non-Performing Contracts in accordance with Section III, Evaluation Criteria			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 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			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation and Qualification Criteria.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with Section III, Evaluation Criteria			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> 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:	_____
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]



## ESHS Performance Declaration

### Form CON – 3

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Party Name: *[insert full name]*

ICB or ICB/MC No. and title: *[insert ICB/ICB/MC number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements</b>			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender based violence (GBV)/ sexual exploitation and abuse (SEA) breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>	<i>[insert amount]</i>



	Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>



**Financial Situation****Historical Financial Performance****Form FIN – 3.1**

In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating

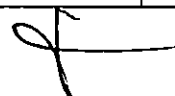
Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_ ICB or ICB/MC No.: \_\_\_\_\_

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

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

Financial information in US\$ equivalent	Historic information for previous _____ ( ) years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
<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)							



<b>Profits Before Taxes (PBT)</b>							

☐ 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:

- (a) Must reflect the financial situation of the Bidder or partner to a JVCA, and not sister or parent companies
- (b) Historic financial statements must be audited by a certified accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)



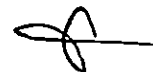
**Average Annual Turnover****Form FIN – 3.2**

**In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
JVCA Partner Legal Name: \_\_\_\_\_ ICB or ICB/MC 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, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2.



**Financial Resources****Form FIN3.3**

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 (US\$ equivalent)
1.	
2.	
3.	
4.	





**Current Contract Commitments/Works in Progress****Form CCC**

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

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

**In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating**



## General Experience

### Form EXP-2.4.1

**In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating**

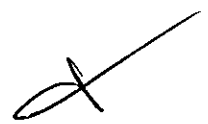
Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_ ICB or ICB/MC 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)

**In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JV Partner Legal Name: \_\_\_\_\_ ICB or ICB/MC No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract Number: ____ of ____ required.	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		US\$ _____
If partner in a 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  
JV Partner Legal Name: \_\_\_\_\_

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



## Specific Experience in Key Activities

### Form EXP – 2.4.2(b)

**In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JV Partner Legal Name: \_\_\_\_\_ ICB or ICB/MC No.: \_\_\_\_\_  
 Subcontractor's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

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



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

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

JV Partner Legal Name: \_\_\_\_\_

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

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



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## Section V. Eligible Countries

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### **Eligibility for Procurement of Goods, Works and Non Consulting Services under IsDB Project Financing**

1. In accordance with Para 1.11 of the Guidelines for Procurement of Goods, Works and Related Services under Islamic Development Bank Project Financing, September 2018, it is a fundamental policy of IsDB that the Goods, Works and related services provided by the Contractor, and its associates and sub-contractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. The Beneficiary shall advise prospective Bidders that bids will only be considered from Firms that are not subject to these Boycott Regulations. The Bidder shall provide a letter of oath to that effect.

The eligibility of a Firm will be determined during the evaluation process. In cases where Firms withhold information to evade disqualification on account of the eligibility requirement, the Beneficiary will have the right to cancel the contract at any time and also to penalize such Firm and claim compensation for losses incurred, as a consequence thereof, by the Beneficiary and/or IsDB. IsDB reserves the right not to honor any contract if the supplier or contractor involved is found to be ineligible based on the eligibility requirement stated therein.

For the purpose of eligibility, a Member Country (MC) Firm shall comply with all of the following:

- i. it is established or incorporated in a IsDB MC;*
- ii. its principal place of business is located in a IsDB MC; and*
- iii. it is more than 50% beneficially owned by a firm or firms in one or more MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

For the purpose of eligibility, a domestic firm of a MC is defined as follows:

- i. it is established or incorporated in the MC where the Works are to be carried out and/or where the Goods are to be delivered;*
- ii. its principal place of business is located in the Beneficiary MC; and*
- iii. it is more than 50% beneficially owned by a firm or firms in the Beneficiary MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

2. In reference to ITB 4.8 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:



---

Under ITA 4.8(a) and 5.1: *[insert a list of the countries following approval by IsDB to apply the restriction or state "none"]*.

Under ITA 4.8(b) and 5.1: *[insert a list of the countries following approval by IsDB to apply the restriction or state "none"]*

A handwritten mark, possibly a signature or initials, consisting of a large 'X' shape with a horizontal line extending to the right.



**Section VI. IsDB Policy - Corrupt and Fraudulent Practices**


Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, September 2018

**Fraud and Corruption:**

1.39 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts<sup>11</sup>. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth 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;
  - ii. "fraudulent practice" is any act or omission, including 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 practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practices" 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; and
  - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB 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 acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.
- b) will reject a Bid 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;

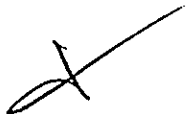
<sup>11</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.



- c) will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB 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 IsDB sanctions procedures<sup>12</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
  - i. to be awarded a IsDB-financed contract; and
  - ii. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
- e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

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<sup>12</sup> A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding.



## **PART 2 – Employer's Requirements**

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## Section VII. Requirements

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### Scope of Supply of Plant and Installation Services by the Contractor

LOT1 : The Plant, equipment and machines shall be delivered, installed and tested in Bamenda, Wum and Nkambe as follows;

S/N	ITEM	BAMENDA	WUM	NKAMBE	TOTAL
1	SET OF 3 STAINLESS-STEEL BUCKETS	1	1	1	3
2	COMPLETE STAINLESS STEEL STRAINER AND FILTER.	1	1	1	3
3	ULTRASONIC MILK ANALYSER	1	1	1	3
4	SET OF BASIC LABORATORY EQUIPMENT	1	1	1	3
5	FOOD GRADE THERMOMETERS	2	2	2	6
6	PH METER FOR FOOD	1	1	1	3
7	RAW MILK STORAGE COOLING TANK & COOLING UNIT ( 800-1000L)	1	0	0	1
8	RAW MILK STORAGE COOLING TANK & COOLING UNIT ( 500-700L)	0	1	1	2
9	MILK TRANSPORTATION TANK	1	1	1	3
10	MILK/WHEY PUMP	1	1	1	3
11	MILK HEAT EXCHANGER	1	1	1	3
12	MILK CREAM SEPARATOR	1	1	1	3
13	MILK HOMOGENIZER	1	1	1	3
14	MULTIFUNCTIONAL PASTEURISATION VAT FOR MILK, CHEESE, YOGHURT	1	1	1	3
15	PASTEURIZATION VAT CHEESE	1	1	1	3
16	ICE CREAM PASTEURIZER	1	1	1	3
17	SEMI-AUTOMATIC, YOGHURT, FRESH CHEESE AND MILK FILLING MACHINE	1	1	1	3
18	PLASTIC SEALING MACHINE	2	2	2	6
19	MANUAL CUP THERMO-SEALING MACHINES	2	2	2	6
20	BUTTER CHURN	1	1	1	3
21	BUTTER AND CURD FILLING MACHINE INOX	1	1	1	3
22	WORKING TABLES FOR FILLING	2	1	1	4
23	PNEUMATIC CHEESE PRESS	1	1	1	3
24	CHEESE MOULDS	1	1	1	3
25	BRINE BATH FOR CHEESES.	1	1	1	3
26	ROTATORY AUTOCLAVE, AND OTHER EQUIPMENT FOR HEAT (UHT) TREATMENT MILK	1	0	0	1
27	PNEUMATIC CAPPER FOR BOTTLES	1	0	0	1
28	VACUUM MACHINE	1	1	1	3
29	CIP CLEANING SYSTEM	1	1	1	3
30	PREFABRICATED COOLING AREA WITH A	1	1	1	3

	ROOF/WALL MONOBLOCK REFRIGETRATION SYSTEM. EQUIPED WITH STORAGE MATERIALS				
31	WATER PUMP	1	1	1	3
32	MILK HEATER WITH PTFE-COATING AND BOW HANDLE	1	1	1	3
33	STAINLESS STEEL MILK CAN	1	1	1	3
34	ICE TURBINE	1	1	1	3
35	PORCELAIN DESICCATOR	1	1	1	3
36	ICE CREAM GELATO MACHINE	1	1	1	3
37	ELECTRONIC PRECISION BALANCE	1	1	1	3
38	MOBILE CRATES	1	1	1	3
39	HANDLING TROLLEY	1	1	1	3
40	REFRIGERATOR	1	1	1	3
41	FLY AND INSECT CONTROLLER	1	1	1	3
42	AIR FILTER	1	1	1	3
43	SOLAR PANELS, BATTERIES, INVERTERS, CABLES, AND STEEL ENCLOSURE AS POWER HOUSE.	1	1	1	3
44	ELECTRICAL GENERATOR	1	1	1	3
45	ADDITIONAL TOOLS AND ACCESSORIES	1	1	1	3
46	TUBE AND CONNECTION MATERIALS	1	1	1	3
47	SPARES	1	1	1	3
48	SHIPPING CONTAINER	1	1	1	3
49	SET OF DETERGENTS AND SANITIZERS	1	1	1	3
50	SET OF STARTER CULTURES, INGREDIENTS AND FRUITS TO TEST THE MACHINES AND TRAIN LOCAL STAFF	1	1	1	3
51	REFINING CELLAR	1	1	1	3
52	STORAGE AND QUICK COOLING CABINET FOR YOGURT	1	1	1	3
53	DATE STAMP MACHINE	1	1	1	3
54	LABEL MARKER	1	1	1	3
55	Solar freezer	1	1	1	3
56	Test strips, incubator and reader for drug residues in milk	1	1	1	3
57	Water supply system	1	1	1	3
58	Training of 4 staff (3 processors and 1 technician) on the following: -Standard operating procedures for each machine installed. -The use of Hazard Analysis and Critical Control Points (HACCP) principles in the processing chain -The cleaning in place system (CIP) for the	4	4	4	12

	installed machines.				
59	<b>Training of 1 technician on the following:</b> The routine replacement and maintenance of essential parts of the equipment The utilization and maintenance of the solar system.	1	1	1	3



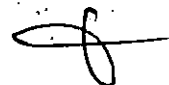
## List of Related Services and Completion Schedule lot 1

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed.	Final Completion Date(s) of Services
[insert Service No]	[insert description of Related Services]	Number of people to be trained	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]
1 A	<b>Training of 4 staff (3 processors and 1 technician) on the following:</b> -Standard operating procedures for each machine installed. -The use of Hazard Analysis and Critical Control Points (HACCP) principles in the processing chain -The cleaning in place system (CIP) for the installed machines.	4		<b>Bamenda</b>  (A reference manual and a soft copy (DVD) of the Standard Operating Procedures to included by supplier)	30 days after installation of machines in Bamenda
1 B	<b>Training of 1 technician on the following:</b> The routine replacement and maintenance of essential parts of the equipment The utilization and maintenance of the solar system.	1			
Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
2 A	<b>Training of 4 staff (3 processors and 1 technician) on the following:</b> -Standard operating procedures for each machine installed. -The use of Hazard Analysis and Critical Control Points (HACCP) principles in the processing chain -The cleaning in place system (CIP) for the installed machines.	4		<b>Wum</b>  (A reference manual and a soft copy (DVD) of the Standard Operating	30 days after installation of machines in Wum



2 B	<b>Training of 1 technician on the following:</b> The routine replacement and maintenance of essential parts of the equipment The utilization and maintenance of the solar system.	1		Procedures to included by supplier)	
Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
3 A	<b>Training of 4 staff (3 processors and 1 technician) on the following:</b> -Standard operating procedures for each machine installed. -The use of Hazard Analysis and Critical Control Points (HACCP) principles in the processing chain -The cleaning in place system (CIP) for the installed machines.	4		<b>Nkambe</b>  (A reference manual and a soft copy (DVD) of the Standard Operating	30 days after installation of machines in Nkambe
3 B	<b>Training of 1 technician on the following:</b> The routine replacement and maintenance of essential parts of the equipment The utilization and maintenance of the solar system.	1		Procedures to included by supplier)	



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**LOT 2: Equipment and materials for milk collection points shall be received and tested in each of the three locations in Bamenda, Wum and Nkambe**

S/N	ITEM	BAMENDA	WUM	NKAMBE	TOTAL
1	SOLAR REFRIDGERATOR	9	6	6	21
2	Milk Cooling Can type 1	6	4	4	14
3	Milk Cooling Can type 2	6	4	4	14
4	Stainless Steel Milk Cans	6	4	4	14
5	Stainless steel Milk Strainer and Filter	6	4	4	14
6	Single milking machine, Monophasic with mobile chassis and valve	6	4	4	14
7	Stainless Steel Milk Cans	184	120	120	424
8	Aluminum Milk Cans	184	120	120	424
9	Plastic strainer with filter	184	120	120	424
10	Thermometer	9	6	6	21
11	MILK ANALYSER	3	2	2	7
12	Mastitis detector	3	2	2	7
13	Steel Spatula	6	4	4	14
14	Milk Scale Balance	3	2	2	7
15	Milk Ladle	6	4	4	14
16	Milk PH Tester	6	4	4	14
17	Lactometer I	6	4	4	14
18	Lactometer II	6	4	4	14
19	STORAGE CABINET	6	4	4	14

<b>Specifications</b>
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**Lot 1. Plant, Machinery and Equipment for milk processing**

S/ N	ITEM	SPECIFICATION	BAMENDA	WUM	NKAMBE	TOTAL
1	SET OF 3 STAINLESS-STEEL BUCKETS	Capacity of 12L, 10L and 15 L capacities Made up of polished steel SS304 GRADE Handle available May be Graduated	1	1	1	3
2	COMPLETE STAINLESS STEEL STRAINER AND FILTER.	304 grade stainless steel Bottom diameter of opening: 101 to 127 mm Top Diameter: 177 to 304 mm Bottom opening: 12 Weight: about 1 Kg Height: 203mm Strainer includes retainer ring, flat stainless-steel mesh filter and a loop for hanging. Holds minimum of 7.5 L of milk.	1	1	1	3
3	ULTRASONIC MILK ANALYSER	Electrical Parameters: AC Power Supply voltage – 220V Mechanical Parameters: Dimensions (W x D x H) 290x300x330 mm. Weight < 5 kg Fat Measuring Range: 0.01 to 45% (accuracy of $\pm 0.06\%$ ) Solids Not Fat Measuring range 3 to 40% (accuracy of $\pm 0.15\%$ ) Added water Measuring range (0 to 70% (accuracy of $\pm 3$ ) Temperature 5 °C – 40°C (accuracy of $\pm 1\%$ ) PH Measuring range 0 – 14 (accuracy of $\pm 0.05\%$ ) Total solids measuring range 0- 50% (accuracy of $\pm 0.17\%$ )	1	1	1	3

4	SET OF BASIC LABORATORY EQUIPMENT	Hygrometers, Bunsen burner, Beakers, volumetric flasks, measuring cups/cylinders, chlorine test strips, brush etc	1	1	1	3
5	FOOD GRADE THERMOMETERS	Temperature range from -50°C to 200°C and a screen resolution accurate to 0.1°C. Maximum / minimum memory function. Complete with a probe cover that incorporates a pocket clip and a wall mounting keyhole slot. Supplied with one 1.5 Volt battery.	2	2	2	6
6	PH METER FOR FOOD	pH range; 0.00 - 14.00 Ph pH resolution; 0.01 Temperature range; 0.0 to 60.0°C Temperature resolution; 0.1°C Temperature compensation; automatic, 0 to 60°C. Batteries; 4 x 1.5V AA Dimensions; 150 x 80 x 36mm. Weight; 210g	1	1	1	3
7	RAW MILK STORAGE COOLING TANK & COOLING UNIT	Stainless steel Food grade AISI 304 or above. Vertical cylindrical open type Maximum cooling time of 3 hrs minimum Stirrer Measuring rods Capacity 800-1000 Litres Cooling Temperature of +2° C Average Outlets, Panel	1	0	0	1
8	RAW MILK STORAGE COOLING TANK & COOLING UNIT	Stainless steel Food grade AISI 304 or above. Vertical cylindrical open type Maximum cooling time of 3 hrs minimum Stirrer Measuring rods Capacity 500 -700 Litres Cooling Temperature of +2° C Average Outlets, Panel	0	1	1	2
9	MILK TRANSPORTATION TANK	Stainless steel. 200 L capacity Diameter of 650mm	1	1	1	3

		<p>Total Height 800 mm  Weight 55Kg  Lid fixed by latch.  Ø 51 male SMS outlet without valve.  Option:  - Washing ball assembly  - Butterfly valve or ball valve.</p>				
10	MILK/WHEY PUMP	<p>Milk transfer PUMP 58 L / min  Electricity: 230 V 50/60 Hz  Power. 0.45 kW.  Brackets to hang parts  SMS male input / output 38.  Stainless steel body, 18 blades  stainless steel turbine. Without  bypass, 2 directions of rotation.  Built-in switch.  Maximum operating  temperature: 80-90 ° C.</p> <p>STAINLESS STEEL  TROLLEY for pump:  Mounted on 2 wheels with  stainless steel fork.</p> <p>WASHING BALL KIT 1  washing ball 037CAA + 1  elbow + 1 male nose SMS 38.  In the case of installation by  you provide a drilling Ø 29  mm.</p>	1	1	1	3
11	MILK HEAT EXCHANGER	<p>Use for heating or cooling of  milk.  Example of reheating from 4 °  to 50 ° C.  Energy: hot water at a  temperature between 55 ° C and  60 ° C.  Flow rate on milk: 500 liters /  hour.  Flow on hot water: 1000 liters /  hour.  Total length: 370 mm - Width:  180 mm - Height: 545 mm.  Data sheet  Steel support for Exchanger and  milk PUMP SUPPORT  Length: 600 mm - Width:  350mm  Total height: 760 mm  Valve, Tubes etc</p>	1	1	1	3

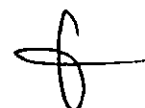
12	MILK CREAM SEPARATOR	Capacity of Milk bowl (Reservoir): 25 L minimum Separates 300l /hour minimum Power 220 to 230 V Electrical box (SS Skid and control Panel)	1	1	1	3
13	MILK HOMOGENIZER	Capacity of 300 L/Hour Made up of stainless-steel SS 304. Power. 3HP Operating Pressure. 90 Bar Two/one stage homogenization 20-25MPa	1	1	1	3
14	MULTIFUNCTIONAL PASTEURISATION VAT FOR MILK, CHEESE, YOGHURT	ELECTRICAL HEATED, 500 Litre capacity, triple-walled, insulated, stainless-steel vat, with an overhead electrical stirring machine with a baffle stirrer, motor reductor and stainless-steel control panel, Hot or cold water can circulate through a spray-pipe in the jacket of the vat (Stainless steel Food grade AISI 304 or above) a pneumatic tipping mechanism, can also be used as a yogurt fermentation vat. Yoghurt stirrer Measuring stick Speed control Mechanical tipping mechanism or Pneumatic tipping mechanism Leak detection plug valve 2" 3 Legs 2 Part lid  <i>Control Panel box with:</i> - Main Switch - Motor on/off - Motor Stirring / reverse (option) - Temperature cooling/heating (option) - Airspace heating (option) - Emergency switch Heating elements <b>Wall brackets for lids</b> Temperature recorders	1	1	1	3



		(Thermometers plus a set of spare)  [Digital thermostat with outlets 220V - Airspace heating element or electric steam heater - Airspace controller - Closed coupled leak detection outlet valve 3"				
15	PASTEURIZATION VAT CHEESE	MAXIMUM TEMPERATURE 90 to 100 ° C. WITH RESISTORS – Capacity: 200L averagely Diameter, 850mm; Total Height 1380mm; Weight 195Kg; Outlet Production of hot water by 1, 2 or 3 resistors. – - Cooling: it is controlled by a solenoid valve. : - In stainless steel 304. - Stirring jib including a reduction box and 3 curd slices with blades. – With bottom and shell exchanger. – Insulation on the bottom and the shell. - PLC with digital display. - 4 programs: 3 automatic programs. 1 manual program. - Speed variator + potentiometer + direction of rotation reverser. - Rotation speed 15 to 25 rpm. - Tank with flat bottom Pneumatic/Manual tilting of the tank from 500 L. - Manual heating / cooling control in case of programming automaton malfunction. - SMS outlet diameter 51 male or 63 males. Power selector 1/2/3 resistors. Programming of delayed start of the heating cycle. - Disc temperature recorder (daily paper). : - 3 shovels for mixing the curds. - 1 central stirring paddle for maturation and pasteurization of milk with two	1	1	1	3



		half-covers. - Full flow valve (for curd) SMS 51 or SMS 63 Work platform to raise the tank for gravity molding. (see page 71)				
16	ICE CREAM PASTEURIZER	20-liter pasteurizer in water bath Power: 1800 Watts. Single phase 230 Volts 50 Hz power supply. Capacity: 20 liters Complete pasteurizer with mechanical temperature regulation: -- 22-liter stainless steel bucket - Half covers - Complete pasteurizer with electronic temperature regulation: - Complete set above - Electronic thermostat - Solenoid valve Ref:	1	1	1	3
17	SEMI-AUTOMATIC, YOGHURT, FRESH CHEESE AND MILK FILLING MACHINE	Complete stainless-steel filling device for milk, yogurt, fresh cheese, yogurt with fruit, thick jam-type products, milk jam, dessert cream. In cups and bottles. Air pressure: 6/8 Bar 240 V, 50Hz Writes manufacturing and expiry dates Filling parts AISI 316 Body parts AISI 304 Can be fed continuously, directly from a tank or a high hopper. Fixed on table or attached to a trolley. Dispenser 50 to 1300 ml: - Valves for Dense products - Barbed elbow fitting	1	1	1	3
18	PLASTIC SEALING MACHINE	316 stainless steel bag sealer. Power supply: 230 Volts 50 Hz. Power: 120 Watts. Ref: 038FIA 4) Sealing plate for 1 tray 190x135. Milk sachets 0.5-liter sachet (thickness 160 microns)	2	2	2	6



19	MANUAL CUP THERMO-SEALING MACHINES	Manual thermo-sealing machine 4 pots Power: 600 Watts. Power supply: 230 Volts / 50 Hz mono + earth. Consumption: 300 Watts. Electronic temperature regulation. Dimensions: L.270 x D.470 x H.570 mm. Weight: 12 kg. Material: INOX 304. Fuse protection: 3.15 A. Preheats: 10 to 15 min. Semi-automatic heat sealer	2	2	2	6
20	BUTTER CHURN	Horizontal Butter churn made up of food grade stainless steel with a capacity of 12 L minimum. A valve should be associated. jacket for heating and cooling water Variable motor speed by frequency convertor Beater is removable tipping mechanism and wheels 220 to 240V, 50 Hz Tri clamp connection to drain liquids. Steel support Butter molds	1	1	1	3
21	BUTTER AND CURD FILLING MACHINE INOX	Stainless steel frame and tank. Capacity 10 kg. Pushes butter into the molds to form chips or logs. Pushes drained curd at 70-75% in sticks, 100 to 200 g, maximum diameter 40 mm. Fixed on the edge of a drip packing table.	1	1	1	3
22	WORKING TABLES FOR FILLING	Stainless steel	2	1	1	4
23	PNEUMATIC CHEESE PRESS	Capacity: At least 2 cylinders single or double pressing stamp. shielded by a stainless-steel cover. The operating devices are built into the cover.	1	1	1	3

		<p>Each cylinder has its own up/down switch.</p> <p>The frame of the press is made from a stainless-steel box profile.</p> <p>The cheese press is entirely made of stainless steel and mounted on stainless steel adjustable legs.</p> <p>Provided with a stainless-steel collecting plate with outlet for the whey.</p> <p><b>Air compressor must be supplied with the machine.</b></p> <p>Produces about 4 to 10 bar compression pressure</p> <p>A level arm is used for double pressing stamps to ensure evenly pressing of the molds.</p> <p>Pressure controller and pressure gauge.</p> <p>Chees bags</p> <p>Cheese containers</p>				
24	CHEESE MOULDS	<p>A complete SET of plastic mould consists of a plastic cheese mould, mould-net, cover and cover-net.</p> <p>Curd bags</p>	1	1	1	3
25	BRINE BATH FOR CHEESES.	Made of stainless steel (AISI 3.16) with and equipped with stainless steel adjustable legs and cooling pipes.	1	1	1	3
26	ROTATORY AUTOCLAVE, AND OTHER EQUIPMENT FOR HEAT (UHT) TREATMENT MILK	<p>Sterilizes packaged milk in 1 litre bottles.</p> <p>Temperature Range: 120 to 135 °C.</p> <p>Production Capacity of 50 L/H minimum</p> <p>Electrical: 240 V. 50Hz</p>	1	0	0	1
27	PNEUMATIC CAPPER FOR BOTTLES	<p>Production rate of 100 bottles/hour minimum</p> <p>Weight : 30 kg</p> <p>Consumption about: 150 air/min</p> <p>Air pressure: 3-5-7 bar</p> <p>Power: 0,35 - 0,53 Hp</p> <p>Rotational speed: 500 – 565 rpm</p> <p>Maximum couple 4,2 -8,4 Nm</p>	1	0	0	1

		OPTIONAL (Issues batch numbers, dates of manufacture and expiry dates)				
28	VACUUM MACHINE	Deaerators for the removal of air.	1	1	1	3
29	CIP CLEANING SYSTEM	Appropriate clean in Place (CIP) and Clean out of Place (COP) systems and materials	1	1	1	3
30	PREFABRICATED COOLING AREA WITH A ROOF/WALL MONOBLOCK REFRIGERATION SYSTEM. EQUIPED WITH STORAGE MATERIALS	<p><b>MINIMUM EXTERNAL DIMENSIONS</b> OF 3,72 x 2,32 x 3,12 m.</p> <p><b>MINIMUM Internal Dimesnions</b> 3.6 x 2.2 x 3 m.</p> <p>INSULATED PANEL OF 60 mm.</p> <p>Temperature Range +5 °C to -5 °C</p> <p>condensing unit, evaporator and an remote electrical control panel with a cable length of 5 m minimum. Capillary expansion. thermostatic expansion valve).</p> <p>Off cycle defrosting (HBP), and hot gas defrosting (MBP, LBP).</p> <p>air cooled condenser (optional condensation by water)</p> <p>automatic defrosting with programmable run, duration and frequency settings</p> <p>integral evaporating condensing water tray,</p> <p>Electronic board that can be programmed according to different user requirements</p> <p>hermetic or semi hermetic compressors with thermal motor protection</p> <p><b>Panel thickness:</b> 60 mm. With rigid polyurethane of 40kg/m<sup>3</sup> density</p> <p><b>finish</b> White lacquered</p> <p><b>Type of junction:</b> With steel hooks</p> <p><b>Door</b> sliding - 1,50 x 2,50 m.</p> <p><b>Floor</b> Isolated floor with a thickness of 60 mm. (optional reinforced with phenolic birch)</p> <p><b>PVC Health profiles include</b></p>	1	1	1	3

31	WATER PUMP	Centrifugal water pump has a stainless-steel housing and can be used for pumping water with temperatures from -15 to +110 degrees Celsius to a maximum permissible working pressure of 10 Bar. The pump and pump housing are mounted on a stainless-steel frame with four rubber feet.	1	1	1	3
32	MILK HEATER WITH PTFE-COATING AND BOW HANDLE	<b>Milk Heater with PTFE-coating and Bow Handle</b> <ul style="list-style-type: none"> <li>▪ with practical handle for one or two-handed operation</li> <li>▪ multi-stage thermostat from +20 °C to + 100 °C</li> <li>▪ Heating performance: already operational at a level of 15 cm and can have a depth of 69 cm Maximum</li> <li>▪ Height: 81.5 to 86cm, Ø14,5 cm to 16 cm</li> <li>▪ Average Weight: 3.7 Kg to 4.7 Kg</li> <li>▪ Power: 2000 W to 2300 W</li> <li>▪ Voltage: 220 V / 50Hz</li> <li>▪ dirt-resistant and easy to clean</li> <li>▪ acid-proof <ul style="list-style-type: none"> <li>• At least 3 m connecting cable</li> </ul> </li> </ul>	1	1	1	3
33	STAINLESS STEEL MILK CAN	<ul style="list-style-type: none"> <li>- Capacity of 100L</li> <li>- SS 304 grade</li> <li>- Has Lid and Handles</li> </ul>	1	1	1	3
34	ICE TURBINE	<b>ICE TURBINE</b> <b>Production of ice cream and sorbet</b> <ul style="list-style-type: none"> <li>▪ Depth: 71.5 cm</li> <li>▪ Width: 36.5 cm</li> <li>▪ Height: 66.0 cm</li> <li>▪ Weight: 9.4 cm</li> </ul>	1	1	1	3
35	PORCELAIN DESICCATOR	Vacuum type made up of borosilicate glass	1	1	1	3
36	ICE CREAM GELATO MACHINE	Voltage (V): 380V/50Hz/3PH Power (W):4800W/Heating, 2250W/Cooling Dimension(cm):59*95*120	1	1	1	3



		Capacity (L):30 Weight (Kg):250 Out Put: 22L averagely				
37	ELECTRONIC PRECISION BALANCE	Made up of Stainless Steel, Glass, 240V, 50Hz Connection Type: Bi- directional RS-232, USB Display Type: Color Graphic Display Certifications/Compliance: NTEP and OIML E2 or ASTM CL 1. Capable of displaying weight in grams, milligrams, carats, ounces, and more	1	1	1	3
38	MOBILE CRATES	PLATFORM 600 X 400 stainless steel with 4 swivel wheels. SLIDING CART 600 x 400 15 floors All stainless steel - for 600 x 400 mm grids. Delivered disassembled with 4 stainless steel swivel wheels. Load 150 kg. Can be used with boxes 600 x 400 ht 90 mm for steaming plastic pots.	1	1	1	3
39	HANDLING TROLLEY	inox Plate AISI 304L 4 tyres 100 mm no breaks. Max static weight: 300 kg. Moving weight Max: 200 kg Dimensions (L x l): 515 x 615 mm. Weight: 9 kg	1	1	1	3
40	REFRIGERATOR	Double compartment with freezer in the upper section. Power: 220 – 240 V No frost; Frequency: 50Hz Cable length of 2.15m Ioniser, Blue light, Antibacterial joint water distributor; LCD Screen, Energy Class : A++ ; Refrigerant: R6009 Total Net Volume: 539.0L Total Volume: 610.0 L Noise level:41dba Dimension without package (WXH): 84X182cm Weight: 119Kg	1	1	1	3
41	FLY AND INSECT CONTROLLER	For use in HACCP system and food processing hall.	1	1	1	3

		Made up of AISI 304 steel food grade. Light bulb with a strength of 2X40W. protects a surface area of 850M <sup>2</sup> .				
42	AIR FILTER	Air filter to remove impurities	1	1	1	3
43	SOLAR PANELS, BATTERIES, INVERTERS, CABLES, AND STEEL ENCLOSURE AS POWER HOUSE.	Sufficient to generate power for use during processing (10 hrs at least) and to power the entire building. Keep cold room, milk reception tanks and offices functional for 24/24hrs Positioned outside the building	1	1	1	3
44	ELECTRICAL GENERATOR	Range: DIESEL; Frequency (Hz):50 Hz Max power (kW):5.20; Max power (kVA):6.50 Nominal voltage (V):400 Number of Phase: Three phase Fuel: Diesel Fuel; Tank (L):27 75% cons. (l/h)-1.20 75% Autonomy (h)-22.50 Sound power level guaranteed LwA dB(A):92 Acoustic pressure level @1m in dB(A):76 Acoustic pressure level @7m in dB(A):63 Engine brand: KOHLER Engine ref.: KD15-440E_C5 Distribution: Diesel O.H.V. Start: Electrical Oil shutdown: YES Displacement (cm3):442 Oil system capacity including filters (L):1.50	1	1	1	3
45	ADDITIONAL TOOLS AND ACCESSORIES	STAINLESS STEEL AGITATOR with Diameter 125 mm Handle length 55 cm., STAINLESS STEEL VERTICAL BLADES for 35 L of length 120 mm Long. QUICK SLICE LYRE with stainless steel handle (space between the wires: 1.5 cm) STAINLESS STEEL	1	1	1	3



		<p>TENSIONER for stainless steel wires.</p> <p>INOX WIRES for curd slice, (lyre). Roll of 10 m</p> <p>STAINLESS STEEL WIRE WHIP with a waterproof handle.</p> <p>Long. total: 50 cm., Food Grade Plastic blinds ETC</p>				
46	TUBE AND CONNECTION MATERIALS	Tubes, connection equipment and materials, Spanners, Bars, Plates, Screw Drivers, Voltage Testers, ETC	1	1	1	3
47	SPARES	Gaskets, Lubricants, equipment spares, Valves ETC	1	1	1	3
48	SHIPPING CONTAINER	40X40 feet	1	1	1	3
49	SET OF DETERGENTS AND SANITIZERS	<p>- 5 Kg liquid antiseptic hand soap,</p> <p>- 2 one Liter Liquid soap distributor,</p> <p>- 20Kg Surface antibacterial, antifungal disinfectant,</p> <p>- 750 ml hand sprayer</p>	1	1	1	3
50	SET OF STARTER CULTURES, INGREDIENTS AND FRUITS TO TEST THE MACHINES AND TRAIN LOCAL STAFF	<p>Rennet (Chymosine), Polyvalent Lyophilized Lactic fermenter, Lactobacillus bulgaricus (LB) and Streptococcus thermophilus (ST), Salt, Natural Colorants, Compositions of spices, dried fruits, nuts, hazelnuts, Flavours. etc</p>	1	1	1	3
51	REFINING CELLAR	<p>REFINING CELLAR</p> <p>Electronic thermostat</p> <p>2. A refrigeration unit (600 Watts) which traps moisture by icing.</p> <p>3. With a 500 Watts resistance which allows defrosting (the evacuation of</p>	1	1	1	3



		condensed water to the outside). Supplied with: - 5 plastic shelves 650 x 550 mm. - 1 stainless steel base with 4 adjustable stainless-steel feet from 100 to 130 mm facilitating cleaning. Electronic thermostat: regulation + 2 ° C to + 18 ° C.S				
52	STORAGE AND QUICK COOLING CABINET FOR YOGURT	Allows steaming at 43 ° C ± 1 ° C via a 500-Watt resistor. Rapid cooling from 43 to 4 ° C is done using a group Oversized with a power of 600 Watts and efficient air circulation. Capacity: 10 cases carrying an equivalent of 2 X 20 L of milk or 320 to 400 cups of yogurt. 5 plastic shelves 650 x 550 mm OR STAINLESS STEEL GRID 645 x 550 51 wires Stainless steel base with 4 adjustable Stainless steel feet from 100 to 130 mm for easy cleaning. 230 Volts single-phase power supply. Condenser recovery behind the cabinet. Dimensions L. 740 x Prof. 720 x H. 2050 mm. The cabinet is equipped with a digital thermostat with 2 levels of adjustment for the temperatures: - a set point for cold (3 ° C). - a set point for heating (43 ° C). - manual temperature change.	1	1	1	3
53	DATE STAMP	Pneumatic Encoder cartridge	1	1	1	3



	MACHINE	(food ink). Application: covers-box bottom Material: metallic. Stamp + complete set Application: - date + Best before date				
54	LABEL MARKER	2-line 10-digit number-only label maker. Black print Marker Kit: Composed of 10 rolls of 1000 labels + 1 inkpad White label with the 1st blank line and the 2nd line printed in red:	1	1	1	3
55	Solar freezer	Voltage: 12 V or 24 V; Nominal power: 50 W Cooling volume (net): 240 litres Refrigerator temperature: +2 °C to +12 °C Freezer temperature: -20 °C to -10 °C DC input Voltage: 10 V to 17 V; Battery: 12 V / 24 V Operating conditions under ambient temperature range of: +10 °C to +43 °C Dimensions (X x Y x Z): 1288 x 919 x 760 mm Insulation strength: 12 cm; Weight: 62 kg Cooling principle: compressor Refrigerant: 70 g R290 Celsius / Fahrenheit temperature Adjustable: Display brightness Hanging baskets: 2; Freezer trays: 3 Cold battery: 1	1	1	1	3
56	Test strips, incubator and reader for drug residues in milk	Box of 96 test for 96 samples containing 12 plastic tubes with wells and	1	1	1	3



	<p>test strips. Each plastic tube has 8 test strips and 8 spot plates.</p> <p>A plastic tube with 8 wells containing negative control.</p> <p>A plastic tube with 8 wells containing the positive control on tetracyclines and <math>\beta</math>-lactams.</p> <p>Manual</p> <p>Dry Bath incubator:</p> <p>Temperature setting range from +5 ° C to +80 °</p> <p>Power supply: 120 -240V, AC 50 Hz;</p> <p>Power consumption: maximum – 35 W;</p> <p>Temperature display precision: 0,1 ° C;</p> <p>Size, mm: 110x150x90;</p> <p>Heating time (from 20 ° C to 80 ° C): <math>\leq 5</math> minutes;</p> <p>Net weight: not more than 0.6 kg.</p> <p>Manual</p> <p>Test Strip Reader</p> <p>Test strip dimensions: width: 3~5 mm, length&lt;75 mm;</p> <p>Test cassette dimensions (L x W x H): 70 x 20 x 5mm</p>				
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		<p>Wavelength: 525±30nm</p> <p>Colorimetric detection: colloidal gold, colored latex beads, carbon etc.</p> <p>Number of test lines per strip: up to 5 test/control lines per strip</p> <p>Measurement time: &lt;15 seconds for one test strip</p> <p>Stability: relative drift value ≤ 3% within 2 hours</p> <p>Micro-thermo printer</p> <p>Built-in SD card (2 GB)</p> <p>2 USB ports (for keyboard/mouse connection)</p> <p>Operating conditions: 15~40°C, humidity: ≤80%</p> <p>Dimensions (D x W x H): 320 mm x 196 mm x 156 mm</p> <p>Input power: AC 100-240V 50, DC 12V 4A</p> <p>Weight: 3.4kg</p>				
57	Water supply system	Installation of a complete water supply system consisting of a borehole, pumping system and an overhead storage tank of at least 5m <sup>3</sup> capacity and connection to milk plant building	1	1	1	3
58	Training of 4 staff on each site (3 processors and 1 technician) on the		4	4	4	12



	<b>following:</b> -Standard operating procedures for each machine installed. -The use of Hazard Analysis and Critical Control Points (HACCP) principles in the processing chain -The cleaning in place system (CIP) for the installed machines.					
59	<b>Training of 1 technician on each site on the following:</b> The routine replacement and maintenance of essential parts of the equipment The utilization and maintenance of the solar system.		1	1	1	3



**Lot 2. Equipment and Materials for milk Collection**

S/N	ITEM	DESCRIPTION	BAMENDA	WUM	NKAMBE	TOTAL
1	SOLAR REFRIDGERATOR	Capacity: 400-500L Door Number: Single Door Type: Chest/Deep Freezer Door Type: Swing Transparent Glass Door Power Source: Solar Temperature Control: Mechanical/automatic Thermostat Voltage: DC12-24V Temperature: $\leq + 4^{\circ}\text{C}$ Climate: N/ST Refrigerant: R134a Net dimension: 575X590X1805mm  Solar Photovoltaic Panel: 18V/24V Solar Controller Wire length minimum: 20m Wire Diameter: 4mm <sup>2</sup> Sealed gel batteries: 12V, 80 ~200AH conforming to IEC 61427/IEC 60 896-21,22	9	6	6	21
2	Milk Cooling Can type 1	Double-walled fiberglass tanks Insulated with polyurethane foam. The refrigeration unit and the water circulation is mounted on an independent stainless-steel chassis. Water is drained by a bottom tank. Dimension (90 x 90 x h.58 cm) to hold 5 milk cans of 20L each. Power supply: 220 V. 50Hz	6	4	4	14
3	Milk Cooling Can type 2	Double-walled fiberglass tanks Insulated with polyurethane foam. The refrigeration unit and the water circulation is mounted on an independent stainless-steel chassis. Water is drained by a bottom tank. Dimension (90 x 115 x h.58	6	4	4	14

		cm) to hold 8 milk cans of 20L each Power supply: 220 V. 50Hz				
4	Stainless Steel Milk Cans	Stainless steel AISI 304 milk cans 50-liter capacity. 1 mm thick. Graduated with Lockable lid to prevent spillage. Handle on both sides are made of 10 mm stainless steel material. • Carrying handles of the can are centered to the body	6	4	4	14
5	Stainless steel Milk Strainer and Filter	304 grade stainless steel Bottom diameter of opening: 101 to 127 mm Top Diameter: 177 to 304 mm Bottom opening: 12 Weight: about 1 Kg Height: 203mm Strainer includes retainer ring, flat stainless-steel mesh filter and a loop for hanging. Holds minimum of 7.5 L of milk.	6	4	4	14
6	Single milking machine, Monophasic with mobile chassis and valve	HP-1; KW- 0,75; V- 220; Hz-50; Capacity@50kPa (L/Min)- 170 ; Vacuum tank capacity for 1 bucket- 17-20L; Chassis with wheels, 4 clusters, Pulsator-60/40 ; Vacuum pump. Accessories such as Vacuum regulator, gauge, set of vanes etc.	6	4	4	14
7	Stainless Steel Milk Cans	Stainless steel (Inox) milk cans 20-25Lliter capacity. Graduated with Lockable lid to prevent spillage. Handle on both sides are made of 10 mm stainless steel material. • Carrying handles of the can are centred to the body	184	120	120	424
8	Aluminum Milk Cans	Aluminum milk cans 10-liter capacity. Graduated with Lockable lid to prevent spillage. Weight 2.4Kg, Bottom thickness, 2.2mm; Internal Diameter- 223mm; Base diameter, 235mm. Material, SUS304 or SUS316L	184	120	120	424



9	Plastic strainer with filter	Made up of food grade polyethylene. Filter screen. Top Diameter 13.5	184	120	120	424
10	Thermometer	Food grade. Water proof with stainless steel probe Battery Type: 1 x 3V CR1255 battery(not included) Temperature Range: -50 to 330°C (-58 to 662°F) Accuracy: $\pm(0.5\%+1^{\circ}\text{C}/1.8^{\circ}\text{F})$ Resolution: 0.1° Auto power-off: 15min Select °C or °F Item Weight: 21g Item Size: 245 x 25 x 14 mm	9	6	6	21
11	MILK ANALYSER	Rapidly analyzes from the same sample with the following details: Milk fat from 0.01 to 25%; Density from 1000 to 1160 kg / m <sup>3</sup> ; Milk temperature from 1 ° C to 40 ° C; Freezing point from - 0.400 to - 0.700 ° C; Non-greasy dry matter from 3% to 40. Proteins from 2% to 15%; Lactose from 0.01% to 20%; Water content from 0% to 70%; PH and PH conductivity - 0 - 14 $\pm$ 0.05%; conductivity - 2 - 14 [mS / cm] $\pm$ 0.05%; 25	3	2	2	7
12	Mastitis detector	Unit weight: 265 g (with battery) Dimensions: 26.0 x 7.0 x 9.0 cm Power supply: 1 x 9 V battery, type 6F-22 Battery low indication: automatic Power input: about 15 mA Measurement control: single chip microcomputer Estimated working time on one battery pack: about 27h Display: LCD, 3.5 digits Measuring range: 10-990 units Measurement resolution: 10 units Recommended storage	3	2	2	7



		temperature: from 5°C to 45°C				
13	Steel Spatula	Made of durable stainless steel Triple riveted, angled handle for more control	6	4	4	14
14	Milk Scale Balance	<b>Column Scale balance, LCD Screen, Dimension 800x800x165mm.</b>	3	2	2	7
15	Milk Ladle	Stainless steel Ladle for stirring and taking a sample. ladle diameter: 75 to 85 mm Flat handle: width 18 to 25 mm Length: 500 to 600 mm	6	4	4	14
16	Milk PH Tester	Range:0.0 to 14.0 pH Resolution:0.1 pH Accuracy: $\pm 0.2$ pH @ 25°C Calibration: Automatic, one or two-point Electrode: Built-in probe for specific application Battery Type: CR2032 Li-ion	6	4	4	14
17	Lactometer I	Type A: Density Range: 1025 - 1037 (12kg / m <sup>3</sup> ) – graduated up to 120 lines to 0.1 - maximum permissible error of 0.1 kg / m <sup>3</sup> glass apparatus giving density in g / ml reading at 20 °C.	6	4	4	14
18	Lactometer II	Milk lactometers Type B: 1015 - 1045 ü Type B: 1015 - 1045 (30kg / m <sup>3</sup> ) - 60 lines at 0.5 - maximum permissible error of 0.5 kg / m <sup>3</sup> √ glass apparatus giving density in g / ml reading at 20 °C	6	4	4	14
19	STORAGE CABINET	Height: 1750 to 1850 mm Depth: 450 to 550 mm Solid shelves 5 levels Width: 900 to 1100 mm. Wheels attached for mobility	6	4	4	14

*The Bidder should prepare a similar table to justify compliance with the requirements*



*For IsDB financed design, supply and install contract to be procured through international competition, the Employer's Requirements must be drawn up to permit the widest, possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials and performance of the Facilities. Only if this is done will the objectives of economy, efficiency, fairness and transparency in procurement be realized, responsiveness of bids be ensured and the subsequent task of Bid evaluation facilitated.*

*In a design, supply and install approach, the design is to be done by the Contractor. No detailed technical specification as is normal practice is developed at the pre-Bid stage. However, the Employer does and must know what it wants and must communicate its needs to the Bidders. Hence, this section on Employer's Requirements replaces the usual Technical Specifications of a more traditional approach.*

*While this section of the bidding document should endeavor to define the Employer's Requirements as precisely as possible, care must be taken to avoid over specifying details to the extent that the flexibility and potential benefits associated with a design, supply and install contract are seriously eroded or threatened.*


*Care must be taken when drafting the Employer's Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified, whether national standards of the Beneficiary's Country or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms "or equivalent".*

*For a design, supply and install contract no detail drawings would generally be available at the pre-Bidding process stage. It would, however, be useful to include such conceptual drawings as are appropriate to supplement or help explain the general concept of the Employer's needs.*

*The Employer should specify any Environmental, Social, health, and safety requirements as appropriate.*

*Any sustainable procurement technical requirements shall be clearly specified. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Plant that exceeds the specified minimum sustainable procurement requirements.*

*Where Bidders are invited to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in this Specification.*



## **Environmental, Social, Health and Safety (ESHS) Requirement**

### **INTRODUCTION**

#### **Rationale for the study**

The works policy goal, as a minimum should be stated to integrate the Environmental protection, occupational and community health and safety, gender equality and child protection, vulnerable people, sexual harassment, gender based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and a wide stakeholder engagement in the planning and execution processes, the various activities and parties involved in these phases.

As a working document, the Contractor will consult the Project's Environmental study which will serve as a guide in the preparation of the Environmental Impact Study. Various references will be made to issues like climate change adaptations, land acquisition, indigenous people involved etc.

The final document will include an effective Environmental and social Management plan indicating who is doing what and when with its associated cost. All these to be included in the contractor's bill of quantities.

#### **Purpose of the Terms of Reference and Purpose of the Study**

The purpose of these Terms of Reference is to guide the environmental and social impact assessment prior to the implementation of the PROJECT. The purpose of the study is to assess the direct or indirect impact of project activities on the ecological stability of the selected, the quality of life and the environment in general in order to ensure its harmonious integration into its milieu.

### **LOCATION**

A project site map will be expected to be produced, indicating all the locations of various planned activities. All Natural resources such as streams should be clearly visible. With various GPS coordinates.

### **METHODOLOGY AND PRINCIPLES FOR THE STUDY**

#### **Methodology of the study**

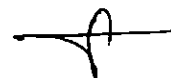


The Contractor is invited to describe in a precise and clear manner each of the methods and tools that he will use both for data collection and for data processing. He will examine the interactions between sources of nuisance of the project and the environmental component affected, while excluding aspects that have little or no relevance to the environmental impacts of the proposed activity. He will identify the elements of the biophysical and social environment that may be affected by the project and for which there is a public and / or professional concern. He will identify all potential impacts of the project on the environment and evaluate them using an appropriate methodology that will rank them in order of importance. Only significant impacts will be examined in depth. The Contractor will then propose realistic and feasible mitigation measures for negative impacts or enhancement measures for positive impacts and a monitoring program. He will also propose a waste management plan for the project. Particular attention will be paid to sensitizing the population around the project area and the drivers of construction machinery and vehicles on aspects relating to environmental protection and safety. The Contractor will conduct a risk assessment of the project and propose actions to be implemented in case of an emergency. He will propose elements of answer as to the feasibility of the project from the point of view of the environment. The Contractor is advised to use participatory methods to collect environmental information.

#### **IV. 2 Principles to guide the study**

The current environmental impact assessment will be carried out on the basis of a number of Principles among which the most important are:

- *Sustainable development principles:* Sustainable development aims to meet the essential needs of present generation, without compromising the ability of future generations to meet theirs.  
It is therefore based on principles of equity not only for future generations, but also for present generation regardless of their place of origin.
- *The principle of precaution:* states that, the lack of certainty, considering scientific and technical knowledge must not delay the adoption of effective and proportionate measures to prevent a risk of harm, serious and irreversible environmental damage at an economically acceptable cost.



- *The polluter pays principle*: according to which the costs resulting from the prevention, reduction and control of pollution and restoration of polluted sites must be borne by the polluter.
- *The principle of liability*: states that any person who, by his action, creates conditions liable to harm human health and the environment, is obliged to ensure its elimination under conditions capable of avoiding such effects.
- *The principle of participation*

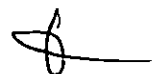
Is the principle according to which:

- Every citizen must have access to information about the environment, including those relating to hazardous substances and activities;
  - Every citizen has the duty to ensure the preservation of the environment and contribute to its protection;
  - Public or private persons must, in all their activities, comply with the same requirements;
  - Decisions concerning the environment must be taken after dialogue with the sectors of activity or groups concerned, or after public debate when they are of general interest.
- *The principle of subsidiarity*: according to which, in the absence of a written law, general or specific to the protection of the environment, the traditional standard of a given area that has been proven to be more effective in protecting the environment is applied.

### **Study design process**

This study will be carried out in accordance with the procedures for environmental impact assessment developed by the state of Cameroon. The methodology adopted by the Contractor should be rigorous and involve a summary study of the initial state, identification of all potential impacts, assessment of direct and indirect impacts and identification of integration measures. To do this, the Contractor will use all means of transport (feet, vehicles) to walk the entire project sites.

### **CONTENT OF THE STUDY**



### **Legal and Institutional Context**

The Contractor should present the legal and institutional context in which the study is conducted. He will have to justify the project. A short presentation of the initiator and the sector of activity of the project will have to be made, as well as a presentation of the context of insertion of the project, so as to situate it in its environment.

### **Description of Project**

The Contractor will present among others:

- waste and nuisances likely to be produced by the project;
- A detailed description of the phases of project lifecycle;
- Timelines for each activity;
- The number, types and provenance of the workforce required, as well as recruitment procedures;
- The types and quantities of all the materials that will be part of the project, their origin and method of production;

### **Description of the initial state**

This section will outline the study area and describe the components of the natural and human environment.

#### **Delimitation of study area**

In order to limit the amount of information to be gathered and analyzed at a manageable level, to focus on the most relevant issues and make concrete and realistic proposals, the Contractor must set limits. These should be based on the possible maximum interaction between the project and the environment. The study will have to justify the limits and distinguish the zones of direct impacts of the zones of indirect impacts on the natural and human environment. The main limitations that need to be established are: spatial, temporal and legal boundaries, ecosystem elements and social elements.

#### **Description of relevant environmental components**

On the basis of the available data, supplemented where necessary by appropriate quantitative and qualitative inventories, the study will describe in the most factual manner relevant components of the environment, in relation to the issues and impacts of the project.

This description will highlight:



- The state of the environment at the time of the study;
- Relevant information on changes likely to occur throughout the project lifecycle;
- Relevant information on the development of the environment in the absence of project.

As an indication, the following points will be covered:

#### Physical

- A detailed description of the existing geology and hydrology. Special emphasis will be placed on storm water run-off, drainage patterns, effect on groundwater and availability of potable water. Any slope stability issues that could arise will be thoroughly explored.
- Drainage, especially with respect to existing natural drainage channels or any proposed man made drainage/water features will be investigated. This will include disposal of storm water runoff and any risk of impact on communities, and will be supported by engineer's reports. Issues with respect to increased surface runoff and sediment loading will also be addressed.
- Hazard vulnerability will be assessed.
- The risk of soil erosion will be assessed and an erosion plan presented to minimize soil loss resulting from removal of vegetation.
- Water quality of any bore hole on the property will be given. Quality Indicators should include but not necessarily be limited to manganese, lead, zinc, sodium, pH, chlorides, sulphates, TDS, conductivity, nitrates, phosphates, total coliform, faecal coliform, and suspended solids.
- A qualitative and quantitative assessment will be given of the supply of water from the bore hole on the property in the context of the long term availability of the ground water resources.
- Climatic conditions and air quality in the area of influence including particulate emissions from stationary or mobile sources, NO<sub>x</sub>, SO<sub>x</sub>, wind speed and direction, precipitation, relative humidity and ambient temperatures;
- Noise levels of the undeveloped site and the ambient noise in the area of influence.
- Obvious sources of pollution existing and extent of contamination.



- Availability of solid waste management facilities.

#### Biological

Present a detailed description of the flora and fauna of the project site, with special emphasis on rare, endemic, protected or endangered species. Migratory species will also be considered. A survey will be conducted on the existing vegetation, vegetation loss and hence loss of habitat for the fauna on the project site.

#### Socio-economic & cultural

A socio-economic evaluation will be conducted and will include present and projected population; past, present and proposed land use; planned development activities, issues relating to squatting (subsistence farming in the project area) and relocation, community structure, employment, distribution of income, goods and services; recreation; public health and safety; cultural peculiarities, aspirations and attitudes should be explored. Any issues related to health risks, which may arise from agricultural pesticide use will be explored. The historical importance of the area should also be examined. While this analysis is being conducted, it is expected that an assessment of public perception of the proposed development be conducted. This assessment may vary with community structure and may take multiple forms such as interviews, meetings or questionnaires.

#### **Predicted impacts on the environment**

The identification of impacts is intended to determine how the project can affect the elements of the environment. Specific tasks and surveys are required to determine the level of impact or where it is considered that there is potentially a significant impact. These tasks will include: Noise assessment, biodiversity survey, Survey of land use, Socio-Economic assessment of project affected community, Soil and geology survey, Visual impact assessment, Infrastructure review, Landscape assessment, Traffic survey.

This part will be discussed with all concerned stakeholders.

#### Identification

The study will determine the most significant impacts. It is recommended at this stage to use an impact identification matrix and checklists. These impacts include:





- The deterioration of the environment and the living conditions of neighboring populations.
- Degradation of vegetation and increasing pressure on natural resources, social infrastructure and the biophysical and socio-economic environment;
- Destruction of houses due to the use of dynamite for rock crushing;
- Landscape impacts of excavation and construction;
- Soil erosion;
- Loss of natural features, habitats and species by construction and operation;
- Pollution of potable, coastal, surface and ground water;
- Public health risks (HIV Aids, Malaria etc.);
- Risk of accidents due to the use of dynamite;
- Air pollution due to the high production of dust from the quarry;
- Degradation of underground water;
- Noise pollution;
- Risk of road accidents due to the increased traffic of trucks around the project site;
- Degradation of terrestrial and aquatic biodiversity, degradation of the ecosystem and modification of the hydro dynamism of the environment;
- Improving the quality of life of local populations.

#### Characterization

Once the study establishes that an impact is likely to occur, it will have to characterize it. In this context, it will consider the positive and negative impacts, direct and indirect, and where appropriate, the cumulative, synergistic, deferred and irreversible impacts of the proposed work. To characterize the impacts, they shall use the following characteristics (Non Exhaustive list).

- The nature of the impact;
- Interaction;
- Intensity or extent of the impact;
- The scope of the impact.
- The significance of the impact;
- The duration of the impact;
- The frequency of the impact;



- The occurrence of the impact;
- The effects of repercussions;
- The cumulative effects (link between the project impact and the recommended attenuation measure).

#### Evaluation of the significance of impacts

The study will assess the significance of impacts using any appropriate method. The assessment will focus only on significant impacts. To this end, the consultant is advised to determine beforehand the valued elements of the environment.

#### Impact indicators

The study will give indicators and how these indicators will be measured and monitored, (methods, techniques, protocols, and instruments) for each impact. For those impacts that cannot be qualified, the study will make a detailed description of their manifestations.

#### Environmental impact identification and characterization form

For each identified impact, the consultant will make an impact statement with the following information:

- Project identification;
- The identification and location of the identified impact;
- The source of impact;
- A synthetic description of the causes and manifestations of the impact;
- Characterization of impact;
- Assessment of the importance (absolute and relative) of impact;
- The environmental measure (type, efficiency and principle) adapted;
- Residual impact assessment.

#### **Mitigation, compensation and optimization measures**

The study will specify the infrastructures and works, corrections and additions planned within the various phases of implementation, including the closure of the project, to eliminate or reduce the negative impacts of the project on the one hand, and propose the measures envisaged to promote or optimize the positive impacts on the other hand. It will propose the



specific clauses to be included in the specifications of the company to limit the inconvenience to the populations and the degradation of the environment in general.

It will also present an assessment of the effectiveness of mitigation measure, compensation and optimization and will provide an estimate of their cost. The study will assess residual impacts by projecting the application of mitigation measures. In the case of unavoidable and irreducible residual impacts, the study will propose compensation measures for the biotic environment or for the affected communities.

#### **Environmental and Social Management Plans**

The Contractor will prepare in the form of a separate document, a management plan Environmental and Social Impact Assessment (ESMP) of the project, including the environmental actions to be implemented, budget estimates, implementation schedule, staffing requirements and any other support required to implement mitigation measures or compensation.

#### **Institutional Needs for ESMP Implementation**

The Contractor will review the mandates and institutions at local, regional and national levels and prescribe the steps required to strengthen or expand its capacities to enable the implementation of management and monitoring plans.

#### **Monitoring Program**

The study will indicate the monitoring parameters to be carried out by the bodies or actors responsible for monitoring and the cost of the operation. The study will also specify the other inputs required (training, equipment and institutional strengthening) to enable the plan to be implemented. The proposed monitoring program should integrate local populations, institutions and NGOs as needed.

#### **Program of measures implementation**

The Consultant will propose a program for the implementation of measures. To this end, He will make a classification of the measures drawn up in order of priority. Priority will be given to measures relating to direct and short-term impacts. He will identify or characterize the actors and institutions capable of implementing the proposed actions. He will define, if necessary, phases necessary to strengthen or enlarge them.



**Cost**

estimate

In order to implement the ESMP, the study will make an estimate of costs of the proposed mitigation and compensation measures.

**Public participation or involvement**

The participation of various public administrations, NGOs and populations is an important component of this study. The ESMP will be discussed with all concerned stakeholders. The consultant shall comply with the procedure for consultations and public hearings as prescribed by Section III of Decree No. 2005/0577 / PM of 23 February 2005 laying down the procedures for carrying out environmental impact assessments. The Consultant will advise the Proponent on the organization or otherwise of the public hearing required by the applicable regulations. Public participation is divided into 02 phases: public consultation meetings and public hearings.

**Public Consultation Meetings (PCDP)**

During the environmental impact assessment process, the communities will be consulted and given opportunities to discuss possible environmental and social impacts of the various activities of these integrated units. This consultation will set the stage for the EIA process to identify important concerns of the community, evaluate, reorganize and present the mentioned concerns in order to assist analysis and decision-making. This consultation process with community structure will take multiple forms such as interviews, meetings or questionnaires. Communication for any meetings will be done through the most viable method that gets the message through.

The development and implementation of a public consultation and disclosure plan requirement for the EIA process for the development project will be orchestrated in two phases:

- The preliminary consultative phase will be made to inform the community and other stakeholders of the intended environmental impact assessment that has to be carried out for the development project and the results expected from such an assessment and to obtain from them any input on environmental and social concerns that should be addressed during the process;



The results expected for the assessment from these consultations with the community will be to:

- Inform them of the development project and the various activities to be performed;
- Collect their views and concerns especially on their safety, health and livelihoods,
- Consider their opinions in decision making;
- Increase public confidence in the construction and operations of MODESAR Rock Quarry;
- Enable project acceptance.

## **OBLIGATIONS OF THE CONTRACTOR**

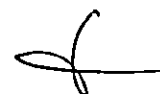
### **Documentation**

The Contractor will make an inventory of all documents made available to him by the promoter or produced during the mission for the purposes of the study. These documents, which will be in his custody, must be returned at the end of the mission. The Contractor will analyze and interpret the data provided which must be considered as confidential.

### **Composition of the study team**

The Contractor will put in place the human resources needed for quantity and quality to achieve high quality work. The composition of the team and the duration of each member's intervention are left to the discretion of the Contractor. However, the following minimum competencies are required in the team:

- A Team leader, Expert in environmental management, with skills and experience in participatory management. He must imperatively have conducted at least three (03) environmental impact studies of comparable importance in Cameroon. He / she must have at least five (5) years of general experience;
- A Geologist, with at least three (03) years of experience in the environmental management of projects;
- A hydro geologist; with at least three (03) years of experience in the environmental management of projects;
- A sociologist with a general experience of four (4) years and who have a good experience in environmental impact assessment.



### **Confidentiality and relation with relevant stakeholders**

The Contractor will be required to respect professional confidentiality during and after his assignment. The Contractor will work closely with the Environmentalist of the Project. The Contractor remains responsible for the design of the study.

### **STRUCTURE OF THE FINAL REPORT**

The report will include:

- The summary of the study in simplified English and French Languages;
- The description and analysis of the initial state of the site and of its physical, biological socio-economic and human environment;
- The description and analysis of all the elements and natural and socio-cultural resources that are liable to be affected by the project, as well as the reasons for the choice of the sites;
- The description of the project;
- Presentation and analysis of the alternatives.
- The reasons for the choice of the project amidst other possible solutions;
- Identification and evaluation of the possible effects of the implementation of the project on the natural and human environment;
- The indication of the measures designed to avoid, reduce, eliminate or compensate for the detrimental effect of the project on the environment and the estimate of the corresponding cost;
- The programme of sensitization and information as well as the official reports of the conciliation meetings held with the populations, non-governmental organizations, trade unions, opinion leaders and other organized groups, concerned with the project;
- The environmental management plan comprising the mechanisms of monitoring of the project and its environmental follow-up and if necessary, the netting plans;
- Terms of reference for the study;
- Bibliographical references;
- Lists of persons consulted;
- Names of persons who completed the study.



All findings will be presented in the Environmental Impact Assessment Report and should reflect the headings in the body of the TORs, as well as references. The report will include appendices with items such as maps, site plans, the study team, photographs, and any other relevant and appropriate information. In addition, the summary tables on the data collected and the appropriate references, Information facilitating the comprehension or interpretation of data, such as Inventory methodologies, will be presented in the appendix



<b>Forms and Procedures</b>
-----------------------------

Completion Certificate

Operational Acceptance Certificate

Change Order Procedures

Other Procedures (if any; e.g. Commissioning Procedures)





**Form of Completion Certificate**

Date: \_\_\_\_\_  
Financing Agreement N°: \_\_\_\_\_  
IFB N°: \_\_\_\_\_

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to GC Clause 4.8 (Completion of the Facilities) of the General Conditions entered into between yourselves and the Employer dated [date], relating to the [brief description of the Facilities], we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [description]
2. Date of Completion: [date]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Yours faithfully,

\_\_\_\_\_  
Title  
(Project Manager)



**Form of Operational Acceptance Certificate**

Date: \_\_\_\_\_  
Financing Agreement N°: \_\_\_\_\_  
IFB N°: \_\_\_\_\_

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

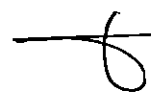
Pursuant to GC Clause 4.9.6 (Operational Acceptance) of the General Conditions entered into between yourselves and the Employer dated [date], relating to the [brief description of the Facilities], we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: [description]
2. Date of Operational Acceptance: [date]

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Yours faithfully,

\_\_\_\_\_  
Title  
(Project Manager)



## Change Order Procedure and Forms

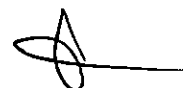
Date: \_\_\_\_\_  
Financing Agreement N°: \_\_\_\_\_  
IFB N°: \_\_\_\_\_

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1. General
2. Change Order Log
3. References for Changes

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- Annex 1 Request for Change Proposal
- Annex 2 Estimate for Change Proposal
- Annex 3 Acceptance of Estimate
- Annex 4 Change Proposal
- Annex 5 Change Order
- Annex 6 Pending Agreement Change Order
- Annex 7 Application for Change Proposal



## Change Order Procedure

### 1. General

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with GC Clause 7.1(Change in the Facilities) of the General Conditions.

### 2. Change Order Log


The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Annex 8. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

### 3. References for Changes

- (1) Request for Change as referred to in GC Clause 7.1.5 shall be serially numbered CR-X-nnn.
- (2) Estimate for Change Proposal as referred to in GC Clause 7.1.6 shall be serially numbered CN-X-nnn.
- (3) Acceptance of Estimate as referred to in GC Clause 7.1.6(a) shall be serially numbered CA-X-nnn.
- (4) Change Proposal as referred to in GC Clause 7.1.7 shall be serially numbered CP-X-nnn.
- (5) Change Order as referred to in GC Clause 7.1.10 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the Employer's Home Office and the Site representatives of the Employer shall have the following respective references:

Home Office	CR-H-nnn
Site	CR-S-nnn

- (a) The above number "nnn" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.
- 

## Annex 1. Request for Change Proposal

(Employer's Letterhead)

To: [Contractor's name and address]

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

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Sirs,

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [number] days of the date of this letter[or on or before (date)].

1. Title of Change: [Title]
2. Change Request No./Rev.: [Number]
3. Originator of Change: Employer: [Name]  
Contractor (by Application for Change Proposal No. [Number])<sup>13</sup>:
4. Brief Description of Change: [Description]
5. Facilities and/or Item No. of equipment related to the requested Change: [Description]
6. Reference drawings and/or technical documents for the request of Change:  

<u>Drawing No./Document No.</u>	<u>Description</u>
7. Detailed conditions or special requirements on the requested Change: [Description]
8. General Terms and Conditions:



- (a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
- (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.
- (c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.
- (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
- (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

---

(Employer's Name)

---

(Signature)

---

(Name of signatory)

---

(Title of signatory)



## Annex 2. Estimate for Change Proposal

(Contractor's Letterhead)

To: [Employer's name and address]

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

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Sirs,

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal, in accordance with GC Clause 7.1.6. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GC Clause 7.1.6(a), is required before estimating the cost for change work.

1. Title of Change: [Title]
2. Change Request No./Rev.: [Number]
3. Brief Description of Change: [Description]
4. Scheduled Impact of Change: [Description]
5. Cost for Preparation of Change Proposal: [Cost]<sup>14</sup>

(a) Engineering	(Amount)
-----------------	----------

(i) Engineer	_____ hrs	x	_____ rate/hr	=	_____
--------------	-----------	---	---------------	---	-------

(ii) Draftsperson	_____ hrs	x	_____ rate/hr	=	_____
-------------------	-----------	---	---------------	---	-------

Sub-total	_____ hrs				_____
-----------	-----------	--	--	--	-------

Total Engineering Cost	_____
------------------------	-------

(b) Other Cost	_____
----------------	-------

Total Cost (a) + (b)	_____
----------------------	-------

<sup>14</sup> Costs shall be in the currencies of the Contract.



---

(Contractor's Name)

---

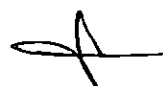
(Signature)

---

(Name of signatory)

---

(Title of signatory)

A handwritten signature, possibly reading "J. Smith", is written in the bottom right corner of the page.



**Annex 3. Acceptance of Estimate**

(Employer's Letterhead)

To: [Contractor's name and address]

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

Attention: [Name and title]

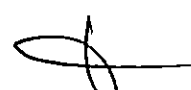
Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Sirs,

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: [Title]
2. Change Request No./Rev.: [Request number/revision]
3. Estimate for Change Proposal No./Rev.: [Proposal number/revision]
4. Acceptance of Estimate No./Rev.: [Estimate number/revision]
5. Brief Description of Change: [Description]
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in Paragraph 3 above, in accordance with GC Clause 7.1.10.

\_\_\_\_\_  
(Employer's Name)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Name and Title of signatory)

## Annex 4. Change Proposal

(Contractor's Letterhead)

To: [Employer's name and address]

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

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Sirs,

In response to your Request for Change Proposal No. [Number], we hereby submit our proposal as follows:

1. Title of Change: [Name]
2. Change Proposal No./Rev.: [Proposal number/revision]
3. Originator of Change: Employer: [Name]  
Contractor: [Name]
4. Brief Description of Change: [Description]
5. Reasons for Change: [Reason]
6. Facilities and/or Item No. of Equipment related to the requested Change: [Facilities]
7. Reference drawings and/or technical documents for the requested Change:

<u>Drawing/Document No.</u>	<u>Description</u>
-----------------------------	--------------------

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:<sup>15</sup>

(Amount)

(a) Direct material

\_\_\_\_\_

<sup>15</sup> Costs shall be in the currencies of the Contract.



- (b) Major construction equipment \_\_\_\_\_
- (c) Direct field labour (Total \_\_\_\_ hrs) \_\_\_\_\_
- (d) Subcontracts \_\_\_\_\_
- (e) Indirect material and labour \_\_\_\_\_
- (f) Site supervision \_\_\_\_\_
- (g) Head office technical staff salaries

Process engineer	_____ hrs @ _____ rate/hr	_____
Project engineer	_____ hrs @ _____ rate/hr	_____
Equipment engineer	_____ hrs @ _____ rate/hr	_____
Procurement	_____ hrs @ _____ rate/hr	_____
Draftsperson	_____ hrs @ _____ rate/hr	_____
Total	_____ hrs	_____

- (h) Extraordinary costs (computer, travel, etc.) \_\_\_\_\_
- (i) Fee for general administration, \_\_\_\_\_ % of Items \_\_\_\_\_
- (j) Taxes and customs duties \_\_\_\_\_
- Total lump sum cost of Change Proposal \_\_\_\_\_  
[Sum of items (a) to (j)]
- Cost to prepare Estimate for Change Proposal \_\_\_\_\_  
[Amount payable if Change is not accepted]

9. Additional time for Completion required due to Change Proposal
10. Effect on the Functional Guarantees
11. Effect on the other terms and conditions of the Contract
12. Validity of this Proposal: within [Number] days after receipt of this Proposal by the Employer
13. Other terms and conditions of this Change Proposal:
- (a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within [Number] days from your receipt of this Proposal.



- (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.
- (c) Contractor's cost for preparation of this Change Proposal:<sup>2</sup>  
**(Note)** This cost shall be reimbursed by the Employer in case of Employer's withdrawal or rejection of this Change Proposal without default of the Contractor, in accordance with GC Clause 7.1.10.

---

(Contractor's Name)

---

(Signature)

---

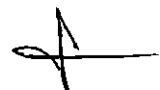
(Name of signatory)

---

(Title of signatory)

---

<sup>2</sup> Specify where necessary.



**Annex 5. Change Order**

(Employer's Letterhead)

To: [Contractor's name and address]

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

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Sirs,

We approve the Change Order for the work specified in the Change Proposal (No. [Number]), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GC Clause 7.1.10.

1. Title of Change: [Name]
2. Change Request No./Rev.: [Request number/revision]
3. Change Order No./Rev.: [Order number/revision]
4. Originator of Change: Employer: [Name]  
Contractor: [Name]
5. Authorized Price:

Ref. No.: [Number]

Date: [Date]

Foreign currency portion [Amount] plus Local currency portion [Amount]

6. Adjustment of Time for Completion

None

Increase [Number] days

Decrease [Number] days

7. Other effects, if any

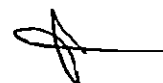
Authorized by: \_\_\_\_\_  
(Employer)

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



Accepted by: \_\_\_\_\_  
(Contractor)

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

A handwritten signature, possibly reading "J. Smith", is located in the bottom right corner of the page.

**Annex 6. Pending Agreement Change Order**

(Employer's Letterhead)

To: [Contractor's name and address]

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

Attention: [Name and title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Sirs,

We instruct you to carry out the work in the Change Order detailed below in accordance with GC Clause 7.1.10.

1. Title of Change: [Name]
2. Employer's Request for Change Proposal No./Rev.: [Number/revision] dated: [Date]
3. Contractor's Change Proposal No./Rev.: [Number/revision] dated: [Date]
4. Brief Description of Change: [Description]
5. Facilities and/or Item No. of equipment related to the requested Change: [Facilities]
6. Reference Drawings and/or technical documents for the requested Change:

Drawing/Document No.Description

7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

(Employer's Name)



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Title of signatory)

*[Handwritten mark]*



**Annex 7. Application for Change Proposal**

(Contractor's Letterhead)

To: [Employer's name and address]

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

Attention: [Name and title]

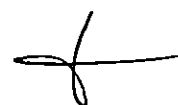
Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Sirs,


We hereby propose that the work mentioned below be treated as a Change in the Facilities.

1. Title of Change: [Name]
2. Application for Change Proposal No./Rev.: [Number/revision]      dated: [Date]
3. Brief Description of Change: [Description]
4. Reasons for Change:
5. Order of Magnitude Estimation (in the currencies of the Contract):
6. Scheduled Impact of Change:
7. Effect on Functional Guarantees, if any:
8. Appendix:

\_\_\_\_\_  
(Contractor's Name)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Name of signatory)\_\_\_\_\_  
(Title of signatory)

## Drawings


1600A: Site and block plan for milk processing plant Nkwen Bamenda  
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1611: Floor Plan distribution Board layout.  
1612: Floor Plan electrical schematic layout for loads.  
1613: General Mechanical Legend  
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1615: Floor plan water distribution layout  
1616: Floor plan drainage layout  
1617: Floor plan external drainage layout  
1618: Floor plan Air conditioning layout  
1619: water meter and inspection chamber details  
1620: Septic tank and soak-away pit details  
1621: Tie beam plan  
1622: Footing S1 details  
1623: Ground beam 1 span 1 details  
1624: column P1 details  
1625: column P2 details  
1626: Lintel details  
1627: Tie beam : details



## **Supplementary Information**

### **A. INDICATIVE LOCATION OF MILK PLANTS**

1. Nkambe Industrial area( Nkambe sub division, Donga Mantung Division)
2. Nkwen Bamenda ( Bamenda 3 subdivision, Mezam Division)
3. Wum (Wum Sub division, Menchum Division)



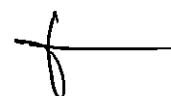
### **PART 3 – Conditions of Contract and Contract Forms**

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## General Conditions

### Introduction

[Name of Employer] \_\_\_\_\_

[Name of Contract] \_\_\_\_\_

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.

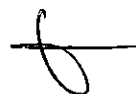
### 1. General Provisions

#### 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 Clause 1.1.1.1 [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 Plant.
- 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 Plant.
- 1.1.1.6 "Drawings" means the drawings of the Plant, 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 "Bid" means the Letter of Bid and all other documents which the Contractor submitted with the Letter of Bid, as included in the Contract.

#### **1.1.2 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" means the person appointed by the Employer in the manner provided in GC Clause 4.1.1 (Project Manager) hereof, and named as such in the **PC** to perform the duties delegated by the Employer.
- 1.1.2.5 "Contractor's Representative" means any person nominated by the Contractor and approved by the Employer, in the manner provided in GC Clause 4.1.2 (Contractor's Representative and Construction Manager) hereof, to perform the duties delegated by the Contractor.
- 1.1.2.6 "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Facilities, including preparation of any design or supply of any Plant, and the legal successors in title to each of these persons.
- 1.1.2.7 "Dispute Board" (DB) means the person or persons named as such in the **PC** appointed by agreement between the Employer and the Contractor to make a decision with respect to any dispute or difference between the Employer and the Contractor referred to him or her by the Parties pursuant to GC Clause 8.2.1 (Dispute Board) hereof.
- 1.1.2.8 "Bank" means the financing institution (if any) named in the **PC**.
- 1.1.2.9 "Beneficiary" means the person (if any) named as the Beneficiary in the **PC**.

#### **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 GC Clause 2.2.1 [Time for Commencement and Completion].
- 1.1.3.3 "Time for Completion" means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GC Clause 2.2.2 and in accordance with the relevant provisions of the Contract.
- 



- 1.1.3.4 “Acceptance Test” 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 “Operational Acceptance”.
- 1.1.3.5 “Operational Acceptance” means a certificate issued under GC Clause 4.9 (Commissioning and Operational Acceptance).
- 1.1.3.6 “day” means a calendar day and “year” means 365 days.

#### **1.1.4 Money and Payments**

- 1.1.4.1 “Contract Price” means the price defined in GC Clause 3.1 [The Contract Price], and includes adjustments in accordance with the Contract.

#### **1.1.5 Works and Goods**

- 1.1.5.1 “Contractor’s Equipment” means all facilities, 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 Plant.
- 1.1.5.2 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the Facilities, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
- 1.1.5.3 “Plant” means permanent plant, equipment, machinery, apparatus, materials, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GC Clause 2.1 hereof), but does not include Contractor’s Equipment.
- 1.1.5.4 “Installation Services” means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc... as the case may require.

#### **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 6.7 [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 3.3.3 [Performance Security].
- 1.1.6.6 "Site" means the places where the Facilities are to be installed, 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.
- 1.1.6.7 "Unforeseeable" or "Unforeseen" means not reasonably foreseeable by an experienced Contractor, by the Base Date.
- 1.1.6.8 "Change Order" is defined in GC Clause 7.1 [Change in the Facilities]

## 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 Incoterms
- Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.
- Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1<sup>er</sup>, 75008 Paris, France.
- 1.2.4 Entire Agreement
- Subject to GC Clause 1.10 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.



**1.2.5**      Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.

**1.2.6**      Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.

**1.2.7**      Non-Waiver

Subject to this GC Clause 1.2.7, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

**1.2.8**      Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**1.2.9**      Country of Origin/Eligibility

"Origin" means the place where the plant and component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components. Eligibility is defined in the **Guidelines for Procurement of Goods, Works and related services Under IsDB Project Financing** and Section V.



### 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:
- (c) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
- (d) 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.
- (e) 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.

1.3.2 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.

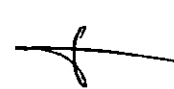
The ruling language of the Contract shall be that stated in the PC.

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.

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

#### 1.6 Contract Agreement

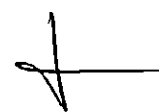
1.6.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the PC establish otherwise. The Contract Agreement shall be based upon the form provided in Section X, Contract Forms. The costs of stamp duties and similar charges (if 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 License/Use of Technical Information

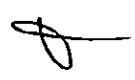


- 1.8.1 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.
- 1.8.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

#### **1.9 Contractor's Use of Employer's Documents**

- 1.9.1 As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

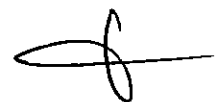
#### **1.10 Confidential Details**

- 1.10.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. 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 GCC Sub-Clause 1.10.
- 1.10.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant, construction or such other work and services as are required for the performance of the Contract.
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- 1.10.3 The obligation of a Party under GCC Sub-Clauses 1.10.1 and 1.10.2 above, however, shall not apply to that information which
- (a) now or hereafter enters the public domain through no fault of that Party
  - (b) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto
  - (c) otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.
- 1.10.4 The above provisions of this GCC Sub-Clause 10 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 1.10.5 The provisions of this GCC Sub-Clause 10 shall survive termination, for whatever reason, of the Contract.

#### **1.11 Compliance with Laws**

- 1.11.1 The Contractor shall, in performing the Contract, comply with applicable Laws.
- 1.11.2 Unless otherwise stated in the PC:
- (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 country where the Site is located, 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 country where the Site is located 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 1.11.2(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 its personnel, including the Subcontractors and their personnel, but without prejudice to GC Clause 2.4.1.

#### **1.12 Joint and Several Liability**

- 1.12.1 If the Contractor is a joint venture (JV) 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 JV. The composition or the constitution of the JV shall not be altered without the prior consent of the Employer.

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

- 1.13.1 Pursuant to paragraph e. of Appendix to the General Conditions the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 7.4.4 (c) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 1.13.2 The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Plant. 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.
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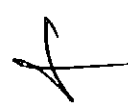


**1.14 Fraud and Corruption**

- 1.14.1 The IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GC.

**2. Subject Matter of Contract****2.1 Scope of Facilities**

- 2.1.1 Unless otherwise expressly limited in the Employer's Requirements, the Contractor's obligations cover the provision of all Plant and the performance of all Installation Services required for the design, and the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Precommissioning and delivery) of the Plant, and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in Section VII, Employer's Requirements. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GC Clause 2.1.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer, as set forth in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer.
- 2.1.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.
- 2.1.3 In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the PC and the provisions, if any, specified in the PC. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedule No. 6, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price thereof and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts.

**2.2 Time for Commencement and Completion**

- 2.2.1 The Contractor shall commence work on the Facilities within the period specified in the PC and without prejudice to GC Clause 5.1.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the Appendix to the Contract Agreement titled Time Schedule.
- 2.2.2 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time stated in the PC or within such extended time to which the Contractor shall be entitled under GC Clause 7.2.1 hereof.

### 2.3 Contractor's Responsibilities

- 2.3.1 The Contractor shall design, manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.
- 2.3.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- 2.3.3 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 country where the Site is located 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 2.4.3 hereof and that are necessary for the performance of the Contract.
- 2.3.4 The Contractor shall comply with all laws in force in the country where the Facilities are to be implemented. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. 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 Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Clause 2.4.1 hereof.



- 2.3.5 Any Plant and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GC Clause 1.2.9 (Country of Origin/Eligibility). Any subcontractors retained by the Contractor shall be from a country as specified in GC Clause 1.2.9 (Country of Origin/Eligibility).
- 2.3.6 The Contractor shall permit the Bank to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 2.3.7 If the Contractor is a joint venture (JV) 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 JV. The composition or the constitution of the JV shall not be altered without the prior consent of the Employer.
- 2.3.8 The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the PC.

#### **2.4 Employer's Responsibilities**


- 2.4.1 All information and/or data to be supplied by the Employer as described in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, shall be deemed to be accurate, except when the Employer expressly states otherwise.
- 2.4.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in that Appendix.
- 2.4.3 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 country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) 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, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer).



- 2.4.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.
- 2.4.5 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Precommissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, at or before the time specified in the program furnished by the Contractor under GC Clause 4.2.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.
- 2.4.6 The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GC Clause 4.8.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GC Clause 4.9.2.
- 2.4.7 All costs and expenses involved in the performance of the obligations under this GC Clause 2.4 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GC Clause 4.9.4.
- 2.4.8 In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Contractor in consequence thereof shall be determined by the Project Manager and added to the Contract Price.

### 3. Payment

#### 3.1 Contract Price

- 3.1.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 3.1.2 Unless an adjustment clause is provided for in the PC, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.
- 3.1.3 Subject to GC Clauses 2.3.2, 2.4.1 and 6.5 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.
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**3.2 Terms of Payment**

- 3.2.1 The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.
- 3.2.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.
- 3.2.3 In the event that the Employer fails to make any payment by its respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- 3.2.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid.

**3.3 Securities****3.3.1 Issuance of Securities**

The Contractor shall provide the securities specified below in favour of the Employer at the times, and in the amount, manner and form specified below.

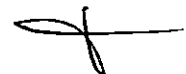
**3.3.2 Advance Payment Security**

The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.

The security shall be in the form provided in the bidding documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor immediately after its expiration.

**3.3.3 Performance Security**

The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the PC.



- 3.3.4 The performance security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in the form provided in Section X, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the PC, or in another form acceptable to the Employer.
- 3.3.5 Unless otherwise specified in the PC, the performance security shall be reduced by half on the date of the Operational Acceptance. The Security shall become null and void, or shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, five hundred and forty (540) days after Completion of the Facilities or three hundred and sixty five (365) days after Operational Acceptance of the Facilities, whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GC Clause 5.2.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to GC Clause 5.2.10, is liable for an extended defect liability obligation, the performance security shall be extended for the period specified in the PC pursuant to GC Clause 5.2.10 and up to the amount specified in the PC.
- 3.3.6 The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

### 3.4 Taxes and Duties

- 3.4.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- 3.4.2 Notwithstanding GC Clause 3.4.1 above, the Employer shall bear and promptly pay
- (a) all customs and import duties for the Plant specified in Price Schedule No. 1; and
  - (b) other domestic taxes such as, sales tax and value added tax (VAT) on the Plant specified in Price Schedules No. 1 and No. 2 and that is to be incorporated into the Facilities, and on the finished goods, imposed by the law of the country where the Site is located.



- 3.4.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- 3.4.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GC Clause 3.4.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be, in accordance with GC Clause 6.6 hereof.

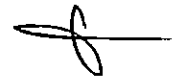
#### **4 Execution of the Facilities**

##### **4.1 Representatives**

###### **4.1.1 Project Manager**

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Project Manager shall represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.



4.1.2 Contractor's Representative & Construction Manager

If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason there for, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GC Clause 4.1.2 shall apply thereto.

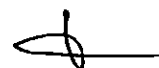
4.1.3 The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GC Clause 4.1.2

4.1.4 The Contractor's Representative may, subject to the approval of the Employer which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GC Clause 4.1.4 shall be deemed to be an act or exercise by the Contractor's Representative.






- 4.1.5 From the commencement of installation of the Facilities at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager's deputy.
- 4.1.6 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GC Clause 4.6.20. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.
- 4.1.7 If any representative or person employed by the Contractor is removed in accordance with GC Clause 4.1.6, the Contractor shall, where required, promptly appoint a replacement.

## **4.2 Work Programme**

### **4.2.1 Contractor's Organization**

The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities within twenty-one (21) days of the Effective Date. The chart shall include the identities of the key personnel and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.



#### 4.2.2 Program of Performance

Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to the Project Manager a detailed program of performance of the Contract, made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and precommission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in the Appendix to the Contract Agreement titled Time Schedule, and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion specified in the PC pursuant to GC Clause 2.2.2 and any extension granted in accordance with GC Clause 7.2, and shall submit all such revisions to the Project Manager.


#### 4.2.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in GC Clause 4.2.2 above, and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

#### 4.2.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in GC Clause 4.2.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GC Clause 2.2.2, any extension thereof entitled under GC Clause 7.2.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.



**4.2.5      Procedures**

The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Employer's Requirements.

The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

**4.3 Subcontracting**

- 4.3.1      The Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, specifies major items of supply or services and a list of approved Subcontractors against each item, including manufacturers. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.
- 4.3.2      The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GC Clause 4.3.1.
- 4.3.3      For items or parts of the Facilities not specified in the Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, the Contractor may employ such Subcontractors as it may select, at its discretion.
- 4.3.4      Each sub-contract shall include provisions which would entitle the Employer to require the sub-contract to be assigned to the Employer under GC Clause 4.3.5 (if and when applicable), or in event of termination by the Employer under GC Clause 7.4.2.
- 4.3.5      If a sub-contractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Project Manager, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Employer, then the Contractor shall do so.

**4.4 Design and Engineering**

#### 4.4.1 Specifications and Drawings

The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

#### 4.4.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.

#### 4.4.3 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer and shall be treated in accordance with GC Clause 7.1.

#### 4.4.4 Approval/Review of Technical Documents by Project Manager

The Contractor shall prepare or cause its Subcontractors to prepare, and furnish to the Project Manager the documents listed in the Appendix to the Contract Agreement titled List of Documents for Approval or Review, for its approval or review as specified and in accordance with the requirements of GC Clause 4.2.2 (Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

GC Clauses 4.4.5 through 4.4.10 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.



- 4.4.5 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GC Clause 4.4.4, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons thereof and the modifications that the Project Manager proposes.
- If the Project Manager fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Project Manager.
- 4.4.6 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with the Contract or that it is contrary to good engineering practice.
- 4.4.7 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GC Clause 4.4.5. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.
- 4.4.8 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the Parties within a reasonable period, then such dispute or difference may be referred to a Dispute Board for determination in accordance with GC Clause 8.2.1 hereof. If such dispute or difference is referred to a Dispute Board, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Dispute Board upholds the Contractor's view on the dispute and if the Employer has not given notice under GC Clause 8.2.3 hereof, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Dispute Board shall decide, and the Time for Completion shall be extended accordingly.
- 4.4.9 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.



- 4.4.10 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GC Clause 4.4.

If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GC Clause 7.1 shall apply to such request.

#### 4.5 Procurement

4.5.1 Plant

Subject to GC Clause 3.4.2, the Contractor shall procure and transport all Plant in an expeditious and orderly manner to the Site.

4.5.2 Employer-Supplied Plant

If the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, provides that the Employer shall furnish any specific items to the Contractor, the following provisions shall apply:

- 4.5.3 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GC Clause 4.2.2, unless otherwise mutually agreed.

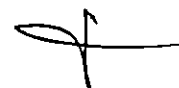
- 4.5.4 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GC Clause 4.5.4 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.

- 4.5.5 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GC Clause 5.2 or under any other provision of Contract.

4.5.6 Transportation

The Contractor shall at its own risk and expense transport all the materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

- 4.5.7 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor's Equipment.



4.5.8 Upon dispatch of each shipment of materials and the Contractor's Equipment, the Contractor shall notify the Employer by telex, cable, facsimile or electronic means, of the description of the materials and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the Parties.

4.5.9 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor's Equipment to the Site. The Employer shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the materials and the Contractor's Equipment to the Site.

4.5.10 Customs Clearance

The Contractor shall, at its own expense, handle all imported materials and Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to the Employer's obligations under GC Clause 3.4.2, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer, the Employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance that are not the fault of the Contractor, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GC Clause 7.2.

**4.6 Installation**

4.6.1 Setting Out/Supervision

Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.



4.6.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

4.6.3 Labour:

Engagement of Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.

The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, and national or government permission required for bringing in the Contractor's personnel.

The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

4.6.4 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.





#### 4.6.5 Labour Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors.

The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

#### 4.6.6 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

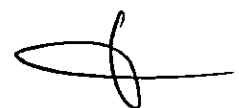
#### 4.6.7 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the PC, unless:

- (a) otherwise stated in the Contract,
- (b) the Project Manager gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.

If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent.

This GC Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.



4.6.8 Facilities for Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.



#### 4.6.9 Health and Safety

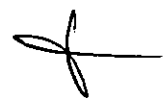
The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Sub-Contractors and Employer's and Project Manager's employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour.

The Contractor shall include in the program to be submitted for the execution of the Facilities under GC Clause 4.2.2 an alleviation program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose.



4.6.10 Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the PC.

4.6.11 Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Project Manager and shall be available for inspection by the Project Manager until the Contractor has completed all work.

4.6.12 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

4.6.13 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

4.6.14 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

4.6.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

4.6.16 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.



4.6.17 Prohibition of All Forms of Forced or Compulsory Labour

The contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

4.6.18 Prohibition of Harmful Child Labour

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, 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.

4.6.19 Contractor's Equipment

All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

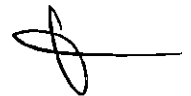
Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

The Employer will, if requested, use its best endeavours to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

4.6.20 Site Regulations and Safety

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.



#### 4.6.21 Opportunities for Other Contractors

The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.


The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.

The Contractor shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

#### 4.6.22 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefore. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.



**4.6.23      Site Clearance**

Site Clearance in Course of Performance: In the course of carrying out Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreck rubbish or temporary works from the Site, and remove any Contract Equipment no longer required for execution of the Contract.

Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities in a clean and safe condition.

**4.6.24      Watching and Lighting**

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

**4.7 Test and Inspection**

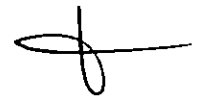
4.7.1      The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and any part of the Facilities as are specified in the Contract.

4.7.2      The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

4.7.3      Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager or their designated representatives to attend the test and/or inspection.

4.7.4      The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.

If the Employer or Project Manager or their designated representatives fails to attend the test and/or inspection, or if it is agreed between the Parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.



- 4.7.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.
- 4.7.6 If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GC Clause 4.7.3.
- 4.7.7 If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of the Plant or part of the Facilities that cannot be settled between the Parties within a reasonable period of time, it may be referred to a Dispute Board for determination in accordance with GC Clause 8.2.
- 4.7.8 The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.
- 4.7.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to GC Clause 4.7.4, shall release the Contractor from any other responsibilities under the Contract.
- 4.7.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.





- 4.7.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GC Clause 4.7.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

#### **4.8 Completion of the Facilities**

- 4.8.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Employer's Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.

- 4.8.2 Within seven (7) days after receipt of the notice from the Contractor under GC Clause 4.8.1, the Employer shall supply the operating and maintenance personnel specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer for Precommissioning of the Facilities or any part thereof.

Pursuant to the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, the Employer shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Precommissioning of the Facilities or any part thereof.

- 4.8.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters have been provided by the Employer in accordance with GC Clause 4.8.2, the Contractor shall commence Precommissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GC Clause 4.9.12.

- 4.8.4 As soon as all works in respect of Precommissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Project Manager in writing.



- 4.8.5 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GC Clause 4.8.4, either issue a Completion Certificate in the form specified in the Employer's Requirements (Forms and Procedures), stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's notice under GC Clause 4.8.4, or notify the Contractor in writing of any defects and/or deficiencies.

If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GC Clause 4.8.4.

If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's repeated notice.

If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

- 4.8.6 If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GC Clause 4.8.4 or within seven (7) days after receipt of the Contractor's repeated notice under GC Clause 4.8.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be.

- 4.8.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

- 4.8.8 Upon Completion, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

#### **4.9 Commissioning and Operational Acceptance**

##### **4.9.1 Commissioning**

Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Completion Certificate by the Project Manager, pursuant to GC Clause 4.8.5, or immediately after the date of the deemed Completion, under GC Clause 4.8.6.



- 4.9.2 The Employer shall supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning.
- 4.9.3 In accordance with the requirements of the Contract, the Contractor's and Project Manager's advisory personnel shall attend the Commissioning, including the Guarantee Test, and shall advise and assist the Employer.
- 4.9.4 Guarantee Test  
Subject to GC Clause 4.9.5, the Guarantee Test and repeats thereof shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test and any repeats thereof.
- 4.9.5 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the PC or any other period agreed upon by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GC Clauses 5.3.2 and 5.3.3 shall not apply.
- 4.9.6 Operational Acceptance  
Subject to GC Clause 4.9.5 above, Operational Acceptance shall occur in respect of the Facilities or any part thereof when
- (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or
  - (b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the PC pursuant to GC Clause 4.9.2 above or any other period agreed upon by the Employer and the Contractor; or
  - (c) the Contractor has paid the liquidated damages specified in GC Clause 5.3.3 hereof; and
  - (d) any minor items mentioned in GC Clause 4.8.7 hereof relevant to the Facilities or that part thereof have been completed.
- 4.9.7 At any time after any of the events set out in GC Clause 4.9.6 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Employer's Requirements (Forms and Procedures) in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.



4.9.8 The Project Manager shall, after consultation with the Employer, and within seven (7) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

4.9.9 If within seven (7) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Contractor's said notice.

4.9.10 Partial Acceptance

If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

4.9.11 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

4.9.12 Delayed Precommissioning and/or Guarantee Test

In the event that the Contractor is unable to proceed with the Precommissioning of the Facilities pursuant to Clause 4.8.3, or with the Guarantee Test pursuant to Clause 4.9.4, for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Contractor's control, the provisions leading to "deemed" completion of activities such as Completion, pursuant to GC Clause 4.8.6, and Operational Acceptance, pursuant to GC Clause 4.9.9, and Contractor's obligations regarding Defect Liability Period, pursuant to GC Clause 5.2.2, Functional Guarantee, pursuant to GC Clause 5.3, and Care of Facilities, pursuant to GC Clause 6.2, and GC Clause 7.3.1, Suspension, shall not apply. In this case, the following provisions shall apply.



- 4.9.13 When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above GC Clause 7.3, the Contractor shall be entitled to the following:
- (a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GC Clause 5.1.2;
  - (b) payments due to the Contractor in accordance with the provision specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Clause 4.9.14 below;
  - (c) the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer;
  - (d) the additional charges towards the care of the Facilities pursuant to GC Clause 6.2.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in GC Clause 4.9.15 below. The provision of GC Clause 5.4.2 shall apply to the Facilities during the same period.
- 4.9.14 In the event that the period of suspension under above GC Clause 4.9.12 actually exceeds one hundred eighty (180) days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.
- 4.9.15 When the Contractor is notified by the Project Manager that the plant is ready for Precommissioning, the Contractor shall proceed without delay in performing Precommissioning in accordance with GC Clause 4.8.3.

## **5 Guarantees and Liabilities**

### **5.1 Completion Time Guarantee**

- 5.1.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified in the PC pursuant to GC Clause 2.2.2, or within such extended time to which the Contractor shall be entitled under GC Clause 7.2 hereof.



- 5.1.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GC Clause 7.2, the Contractor shall pay to the Employer liquidated damages in the amount specified in the PC as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the PC as a percentage rate of the Contract Price. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GC Clause 7.4.5.

Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GC Clause 7.2. The Contractor shall have no further liability whatsoever to the Employer in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.

Save for liquidated damages payable under this GC Clause 5.1.2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the Appendix to the Contract Agreement titled Time Schedule, and/or other program of work prepared pursuant to GC Clause 4.2.2 shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.

- 5.1.3 If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under GC Clause 7.2, the Employer shall pay to the Contractor a bonus in the amount specified in the PC. The aggregate amount of such bonus shall in no event exceed the amount specified as "Maximum" in the PC.

## 5.2 Defect Liability

- 5.2.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant supplied and of the work executed.



- 5.2.2 The Defect Liability Period shall be five hundred and forty (540) days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the PC pursuant to GC Clause 5.2.10.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the Facilities by the Employer;
- (b) operation of the Facilities outside specifications provided in the Contract; or
- (c) normal wear and tear.

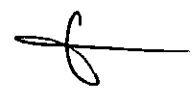
- 5.2.3 The Contractor's obligations under this GC Clause 5.2 shall not apply to:

- (a) any materials that are supplied by the Employer under GC Clause 4.5.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;
- (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein; or
- (c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GC Clause 5.2.7.

- 5.2.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

- 5.2.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GC Clause 5.2.

The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.



- 5.2.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

- 5.2.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

- 5.2.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.

- 5.2.9 Except as provided in GC Clauses 5.2 and 5.4, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, or criminal or wilful action of the Contractor.

- 5.2.10 In addition, any such component of the Facilities, and during the period of time as may be specified in the PC, shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GC Clause 5.2.2.

### 5.3 Functional Guarantees

- 5.3.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, subject to and upon the conditions therein specified.





- 5.3.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract, pursuant to GC Clause 7.4.2.
- 5.3.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Contract Agreement is met, the Contractor shall, at the Contractor's option, either
- (a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test or
  - (b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix to the Contract Agreement titled Functional Guarantees.
- 5.3.4 The payment of liquidated damages under GC Clause 5.3.3, up to the limitation of liability specified in the Appendix to the Contract Agreement titled Functional Guarantees, shall completely satisfy the Contractor's guarantees under GC Clause 5.3.1, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

#### 5.4 Patent Indemnity



- 5.4.1 The Contractor shall, subject to the Employer's compliance with GC Clause 5.4.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.

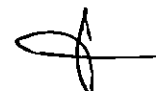
- 5.4.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GC Clause 5.4.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

- 5.4.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

## 5.5 Limitation of Liability



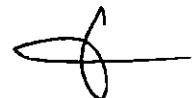
- 5.5.1 Except in cases of criminal negligence or wilful misconduct,
- (a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, and
  - (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the PC, to the Contract Price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

## **6 Risk Distribution**

### **6.1 Transfer of Ownership**

- 6.1.1 Ownership of the Plant (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant from the country of origin to that country.
- 6.1.2 Ownership of the Plant (including spare parts) procured in the country where the Site is located shall be transferred to the Employer when the Plant are brought on to the Site.
- 6.1.3 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.
- 6.1.4 Ownership of any Plant in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant in question are no longer required for the Facilities.
- 6.1.5 Notwithstanding the transfer of ownership of the Plant, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GC Clause 6.2 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant are incorporated.

### **6.2 Care of Facilities**



6.2.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GC Clause 4.8 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GC Clause 5.2. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GC Clauses 6.2.2 and 6.8.1.

6.2.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of

- (a) insofar as they relate to the country where the Site is located, nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GC Clause 6.4 hereof; or
- (b) any use or occupation by the Employer or any third Party other than a Subcontractor, authorized by the Employer of any part of the Facilities; or
- (c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,

the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GC Clause 7.1. If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GC Clause 7.1, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to GC Clause 7.4.1 hereof.



- 6.2.3 The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in GC Clause 6.2.2 with respect to the Contractor's temporary facilities, and (ii) where such loss or damage arises by reason of any of the matters specified in GC Clauses 6.2.2 (b) and (c) and 6.8.1.
- 6.2.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in GC Clause 6.8.1, the provisions of GC Clause 6.8.3 shall apply.

**6.3 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**

- 6.3.1 Subject to GC Clause 6.3.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.
- 6.3.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GC Clause 6.3.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.



- 6.3.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GC Clause 6.4, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.
- 6.3.4 The Party entitled to the benefit of an indemnity under this GC Clause 6.3 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

#### 6.4 Insurance

- 6.4.1 To the extent specified in the Appendix to the Contract Agreement titled Insurance Requirements, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts thereof) and to the Contractor's Equipment.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third Parties including the Employer's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.

(e) Workers' Compensation



In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(g) Other Insurances

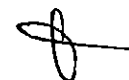
Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.

- 6.4.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GC Clause 6.4.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GC Clause 6.4.1 except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- 6.4.3 The Contractor shall, in accordance with the provisions of the Appendix to the Contract Agreement titled Insurance Requirements, deliver to the Employer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.
- 6.4.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.



- 6.4.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix to the Contract Agreement titled Insurance Requirements, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GC Clause 6.4.5.
- 6.4.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GC Clause 6.4.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GC 6.4.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.
- 6.4.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GC Clause 6.4, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

## 6.5 Unforeseen Conditions





6.5.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities including any data as to boring tests, provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor's Equipment, notify the Project Manager in writing of

- (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;
- (b) the additional work and/or Plant and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;
- (c) the extent of the anticipated delay; and
- (d) the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this GC Clause 6.5.1, the Project Manager shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.

6.5.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GC Clause 6.5.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.

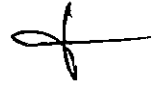
6.5.3 If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GC Clause 6.5.1, the Time for Completion shall be extended in accordance with GC Clause 7.2.

## 6.6 Change in Laws and Regulations




- 6.6.1 If, after the date twenty-eight (28) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the PC pursuant to GC Clause 3.1.2.

### 6.7 Force Majeure

- 6.7.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
  - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
  - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
  - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
  - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
  - (f) shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 6.7.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
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- 6.7.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GC Clause 7.2.
- 6.7.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either Party's right to terminate the Contract under GC Clauses 6.7.6 and 6.8.5.
- 6.7.5 No delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall
- (a) constitute a default or breach of the Contract, or
  - (b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GC Clauses 6.2.2, 6.8.3 and 6.8.4
- if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 6.7.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other, but without prejudice to either Party's right to terminate the Contract under GC Clause 6.8.5.
- 6.7.7 In the event of termination pursuant to GC Clause 6.7.6, the rights and obligations of the Employer and the Contractor shall be as specified in GC Clauses 7.4.2 and 7.4.3.
- 6.7.8 Notwithstanding GC Clause 6.7.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.

#### 6.8 War Risks

- 6.8.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of GC Clause 6.7.1 and any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in or near the country (or countries) where the Site is located.
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6.8.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to

- (a) destruction of or damage to Facilities, Plant, or any part thereof;
- (b) destruction of or damage to property of the Employer or any third Party; or
- (c) injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

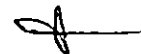
6.8.3 If the Facilities or any Plant or Contractor's Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for

- (a) any part of the Facilities or the Plant so destroyed or damaged to the extent not already paid for by the Employer  
and so far as may be required by the Employer, and as may be necessary for completion of the Facilities
- (b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged
- (c) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof.

If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with GC Clause 7.1, excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GC Clause 7.4.1.

If the Employer requires the Contractor to replace or make good on any such destruction or damage to the Facilities, the Time for Completion shall be extended in accordance with GC Clause 7.2.

6.8.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.



- 6.8.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other.
- 6.8.6 In the event of termination pursuant to GC Clauses 6.8.3 or 6.8.5, the rights and obligations of the Employer and the Contractor shall be specified in GC Clauses 7.4.2 and 7.4.3.

## **7 Change in Contract Elements**

### **7.1 Change in the Facilities**

#### **7.1.1 Introducing a Change**

Subject to GC Clauses 7.1.9 and 7.1.11, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities hereinafter called "Change", provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.



7.1.2 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the percentage specified in the PC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

7.1.3 Notwithstanding GC Clauses 7.1.1 and 7.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

7.1.4 The procedure on how to proceed with and execute Changes is specified in GC Clauses 7.1.5 and 7.1.12, and further details and forms are provided in the Employer's Requirements (Forms and Procedures).



7.1.5 Changes Originating from Employer

If the Employer proposes a Change pursuant to GC Clause 7.1.1, it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

- (a) brief description of the Change
- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on Functional Guarantees (if any)
- (e) effect on the Facilities
- (f) effect on any other provisions of the Contract.

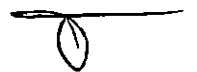
7.1.6 Prior to preparing and submitting the "Change Proposal," the Contractor shall submit to the Project Manager an "Estimate for Change Proposal," which shall be an estimate of the cost of preparing and submitting the Change Proposal.

Upon receipt of the Contractor's Estimate for Change Proposal, the Employer shall do one of the following:

- (a) accept the Contractor's estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal
- (b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate
- (c) advise the Contractor that the Employer does not intend to proceed with the Change.

7.1.7 Upon receipt of the Employer's instruction to proceed under GC Clause 7.1.6 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GC Clause 7.1.5.

7.1.8 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the Parties thereto shall agree on specific rates for the valuation of the Change.



- 7.1.9 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GC Clause 7.1 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer shall withdraw the proposed Change and shall notify the Contractor in writing thereof.

The Contractor's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.

- 7.1.10 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GC Clause 7.1.6.

- 7.1.11 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The Parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the Parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Dispute Board in accordance with the provisions of GC Clause 8.2.1.





**7.1.12 Changes Originating from Contractor**

If the Contractor proposes a Change pursuant to GC Clause 7.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GC Clause 7.1.5.

Upon receipt of the Application for Change Proposal, the Parties shall follow the procedures outlined in GC Clauses 7.1.10 and 7.1.11. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.

**7.2 Extension of Time for Completion**

7.2.1 The Time(s) for Completion specified in the PC pursuant to GC Clause 2.2.2 shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the Facilities as provided in GC Clause 7.1; or
- (b) any occurrence of Force Majeure as provided in GC Clause 6.7, unforeseen conditions as provided in GC Clause 6.5, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GC Clause 6.2.2; or
- (c) any suspension order given by the Employer under GC Clause 7.3 hereof or reduction in the rate of progress pursuant to GC Clause 7.3.2; or
- (d) any changes in laws and regulations as provided in GC Clause 6.6; or
- (e) any default or breach of the Contract by the Employer, Appendix to the Contract Agreement titled ,or any activity, act or omission of the Employer, or the Project Manager, or any other contractors employed by the Employer; or
- (f) any delay on the part of a sub-contractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time under this Clause; or
- (g) delays attributable to the Employer or caused by customs; or
- (h) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.



- 7.2.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to GC Clause 8.2.1.
- 7.2.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.
- 7.2.4 In all cases where the Contractor has given a notice of a claim for an extension of time under GC 7.2.2, the Contractor shall consult with the Project Manager in order to determine the steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Contractor shall there after comply with all reasonable instructions which the Project Manager shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under GC 7.2.1, the amount of such extra costs shall be added to the Contract Price.

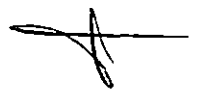
### 7.3 Suspension



7.3.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Facilities, until ordered in writing to resume such performance by the Project Manager.

If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GC Clause 7.1, excluding the performance of the suspended obligations from the Contract.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GC Clause 7.1 or, where it affects the whole of the Facilities, as termination of the Contract under GC Clause 7.4.1.



## 7.3.2 If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GC Clause 3.2.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice; or
- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GC Clause 4.2.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities;


then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

7.3.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GC Clause 7.3, then the Time for Completion shall be extended in accordance with GC Clause 7.2.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

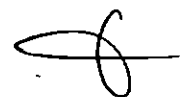
7.3.4 During the period of suspension, the Contractor shall not remove from the Site any Plant, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.

**7.4 Termination**7.4.1 Termination for Employer's Convenience

The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GC Clause 7.4.1.



- 7.4.2 Upon receipt of the notice of termination under GC Clause 7.4.1, the Contractor shall either immediately or upon the date specified in the notice of termination
- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
  - (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below
  - (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and
  - (d) subject to the payment specified in GC Clause 7.4.3,
    - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination;
    - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and
    - (iii) deliver to the all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.




7.4.3 In the event of termination of the Contract under GC Clause 7.4.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel;
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GC Clause 7.4.2;
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

7.4.4 Termination for Contractor's Default

The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this GC Clause 7.4.4:


- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;
  - (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GC Clause 7.5.1; or
  - (c) if the Contractor, in the judgment of the Employer has engaged in corrupt, collusive, coercive, fraudulent or obstructive practices, as defined in GC Clause 1.14 and the Appendix to the General Conditions, in competing for or in executing the Contract.
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## 7.4.5 If the Contractor

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended, other than pursuant to GC Clause 7.3.2, the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed;
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;
- (d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GC Clause 4.2.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended;

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GC Clause 7.4.4.

## 7.4.6 Upon receipt of the notice of termination under GC Clauses 7.4.4 or 7.4.5, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;
  - (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below;
  - (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination;
  - (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors;
  - (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.
- 

- 7.4.7 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third Party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

- 7.4.8 Subject to GC Clause 7.4.9, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GC Clause 7.4.6. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

- 7.4.9 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GC Clause 7.4.8, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GC Clause 7.4.8, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GC Clause 7.4.8, the Employer shall pay the balance to the Contractor.

The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.





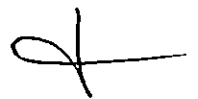
**7.4.10      Termination by the Contractor**

If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GC Clause 3.2.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or
- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,

then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GC Clause 7.4.10, forthwith terminate the Contract.

- 7.4.11**      The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GC Clause 7.4.11, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.



- 7.4.12 If the Contract is terminated under GC Clauses 7.4.10 or 7.4.11, then the Contractor shall immediately
- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
  - (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii)
  - (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractors' personnel from the Site, and
  - (d) subject to the payment specified in GC Clause 7.4.13,
    - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
    - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors, and
    - (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.
- 7.4.13 If the Contract is terminated under GC Clauses 7.4.10 or 7.4.11, the Employer shall pay to the Contractor all payments specified in GC Clause 7.4.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.
- 7.4.14 Termination by the Contractor pursuant to this GC Clause 7.4.10 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GC Clause 7.4.10.
- 7.4.15 In this GC Clause 7.4, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.
- 7.4.16 In this GC Clause 7.4, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment.

## 7.5 Assignment



- 7.5.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, assign to any third Party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

#### **7.6 Export Restrictions**

- 7.6.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Employer, to the country of the Employer or to the use of the Plant and Installation Services to be supplied which arise from trade regulations from a country supplying those Plant and Installation Services, and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Employer and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract. Termination of the Contract on this basis shall be for the Employer's convenience pursuant to Clause 7.4.1.

### **8 Claims, Disputes and Arbitration**

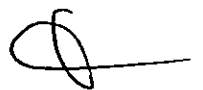
#### **8.1 Contractor's Claims**

- 8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary



records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

The Project Manager shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GC Clause 7.2, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Contractor fails to comply with this or another Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Clause.

In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either Party may refer the matter to the Dispute Board pursuant to GC 8.2 hereof.

## 8.2 Disputes and Arbitration



### 8.2.1 Appointment of the Dispute Board

Disputes shall be referred to a DB for decision in accordance with GC Clause 8.2.3. The Parties shall appoint a DB by the date stated in the **PC**.

The DB shall comprise, as stated in the **PC**, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of activities involved in the performance of the Contract and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons, one of whom shall serve as chairman.

If the Parties have not jointly appointed the DB 21 days before the date stated in the **PC** and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

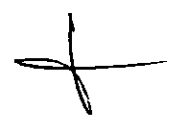
However, if a list of potential members is included in the **PC**, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Annex A to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the Operational Acceptance Certificate has been issued in accordance with GC Clause 4.9.6.



### 8.2.2 Failure to Agree on the Composition of the Dispute Board

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of GC Clause 8.2.1,
- (b) either Party fails to nominate a member (for approval by the other Party) of a DB of three persons by such date,
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or
- (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the appointing entity or official named in the PC shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

### 8.2.3 Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with the performance of the Contract, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).



Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue with the performance of the Facilities in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

In either event, this notice of dissatisfaction shall state that it is given under this Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in GC Clauses 8.2.6 and 8.2.7, neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Clause.

If the DB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

#### 8.2.4 Amicable Settlement

Where notice of dissatisfaction has been given under GC Clause 8.2.3 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.



### 8.2.5 Arbitration

Unless indicated otherwise in the **PC**, any dispute not settled amicably and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties, arbitration shall be conducted as follows:

(a) For contracts with foreign contractors:

- (i) international arbitration with proceedings administered by the international arbitration institution appointed in the **PC**, in accordance with the rules of arbitration of the appointed institution;
- (ii) the place of arbitration shall be the city where the headquarters of the appointed arbitration institution is located or such other place selected in accordance with the applicable arbitration rules; and
- (iii) the arbitration shall be conducted in the language for communications defined in Clause 1.4; and

(b) For contracts with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country. ...

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DB, relevant to the dispute. Nothing shall disqualify the Project Manager from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Facilities. The obligations of the Parties, the Project Manager and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Facilities.

### 8.2.6 Failure to Comply with Dispute Board's Decision

In the event that a Party fails to comply with a DB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under GC Clause 8.2.5. GC Clauses 8.2.3 and 8.2.4 shall not apply to this reference.





**8.2.7 Expiry of Dispute Board's Appointment**

If a dispute arises between the Parties in connection with the performance of the Contract, and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:

- (a) GC Clauses 8.2.3 and 8.2.4 shall not apply, and
- (c) the dispute may be referred directly to arbitration under GC Clause 8.2.5



**ANNEX A****General Conditions of Dispute Board Agreement****1 Definitions**

Each "Dispute Board Agreement" is a tripartite agreement by and between:

the "Employer";

the "Contractor"; and

the "Member" who is defined in the Dispute Board Agreement as being:

- (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or
- (ii) one of the three persons who are jointly called the "DB" (or "dispute board") and, where this is the case, the other two persons are called the "Other Members".

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

**2 General Provisions**

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

**3 Warranties**

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Project Manager. The Member shall promptly disclose, to

each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

#### 4 General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or the Project Manager, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with GC Clause 8.2.3;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;



- (i) become conversant with the Contract and with the progress of the Facilities (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

#### 5 General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under GC Clause 8.2.3, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

#### 6 Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:



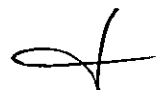
- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
  - (i) being available on 28 days' notice for all site visits and hearings;
  - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
  - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
  - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Facilities.

With effect from the first day of the calendar month following the month in which Taking-Over Certificate is issued for the whole of the Facilities, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
  - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
  - (ii) each working day on site visits, hearings or preparing decisions; and
  - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.



If the Parties fail to agree on the retainer fee or the daily fee the appointing entity or official named in the PC shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in accordance with GC Clause 3.2.3.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

## 7 Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

## 8 Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 concerning his impartiality or independence in relation to the Employer or the Contractor, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received



by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9 Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.



**Annex B****DISPUTE BOARD GUIDELINES**

1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Facilities and of any actual or potential problems or claims, and, as far as reasonable, to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Project Manager and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any dispute is referred to the DB in accordance with GC Clause 8.2.3, the DB shall proceed in accordance with GC Clause 8.2.3 and these Guidelines. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:
  - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
  - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.





6. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

7. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Project Manager, and to proceed in the absence of any Party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

8. The Employer and the Contractor empower the DB, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures,
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute, and
- (i) appoint, should the DB so consider necessary and the Parties agree, a suitable expert at the cost of the Parties to give advice on a specific matter relevant to the dispute.

9. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with GC Clause 8.2.3, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and



- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
  - (i) either the Employer or the Contractor does not agree that they do so, or
  - (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.



## APPENDIX TO GENERAL CONDITIONS

### IsDB's Policy- Corrupt and Fraudulent Practices

*(text in this Appendix shall not be modified)*

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, September 2018

#### **Fraud and Corruption:**

1.39 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts<sup>16</sup>. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth 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;
  - ii. "fraudulent practice" is any act or omission, including 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 practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practices" 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; and
  - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB 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 acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.

<sup>16</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.



- b) will reject a Bid 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 Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB 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 IsDB sanctions procedures<sup>17</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
  - i. to be awarded a IsDB-financed contract; and
  - ii. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
- e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

<sup>17</sup> A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding.



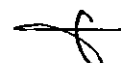
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## Section IX. Particular Conditions

The following Particular Conditions shall supplement the General Conditions in Section VIII. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

[Instructions for completing the Particular Conditions are provided, as needed, in the notes in bold mentioned for the relevant Particular Conditions. Where sample provisions are furnished, they are only illustrative of the provisions that the Employer should draft specifically for each procurement. Several provisions and related information shall be either completed or modified in accordance with the information provided by the Bidder whose bid has been accepted by the Employer or agreed between that Bidder and the Employer.]

Particular Conditions	
Introduction	
GC 1.1.2.2	The Employer is: <b>The Government of Cameroon represented by: The Livestock and Fisheries Development Project (LIFIDEP) P.O. Box, 142, Bamenda, Cameroon.</b> <b>Tel: (+237) 691 046 397, e-mail: <a href="mailto:lifidepnwr@gmail.com">lifidepnwr@gmail.com</a></b>
GC 1.1.2.4	The Project Manager is: <b>The Project Coordinator of The Livestock and Fisheries Development Project (LIFIDEP) P.O. Box, 142, Bamenda, Cameroon.</b> <b>Tel: (+237) 691 046 397, e-mail: <a href="mailto:lifidepnwr@gmail.com">lifidepnwr@gmail.com</a></b>
GC 1.1.2.7	The DB shall be: [one sole member] or [a DB of three members]  Name of DB member(s): [insert name or names of the DB members]
GC 1.1.2.8	The Bank is: <b>The Islamic Development Bank(IsDB)</b>
GC 1.1.2.9	The Beneficiary is: <b>The Government of Cameroon</b>
GC 1.1.6.6	The Sites are:  <b>LOT 1: Bamenda, Wum and Nkambe in Cameroon</b> <b>LOT 2: Bamenda, Wum and Nkambe in Cameroon</b>
GC 1.3.1.(a)	The means of communication shall be: <b>In writing and/or Email</b>



GC 1.3.1.(b)	<p>The Employer's address for the purpose of communications is:</p> <p>Attention: <b>The Project Coordinator, LIFIDEP</b></p> <p>Street Address: <b>LIFIDEP Building Ayaba Street, PO Box 142, Mankon Bamenda</b></p> <p>Floor/Room number: <b>Secretariat, Project Coordinator, LIFIDEP</b></p> <p>City: <b>Bamenda</b></p> <p>ZIP Code: <b>Not applicable</b></p> <p>Country: <b>Republic of Cameroon</b></p> <p><b>(+237) 691 046 397</b></p> <p>Electronic mail address: <u><b>lifidepnwr@gmail.com</b></u></p> <p>The Contractor's address for the purpose of communications is: [State full address, telephone, fax and e-mail]</p>
GC 1.4.1	<p>The governing law is that of: <b>The Republic of Cameroon</b></p> <p>The ruling language is: <b>English</b></p> <p>The language for communications is: <b>English or French</b></p>
GC 1.6.1	Deadline for entering into a Contract: <b>no change</b>
GC 1.11.2.(a)	The permits, approvals and/or licenses, to be acquired and paid for by the Employer are: <b>Attestation of exemption of Import duties from the Cameroon Ministry of Planning and Regional Development</b>
GC 1.11.2.(b)	The other permits, approvals and/or licenses, to be acquired by the Contractor, that are not the responsibility of the Employer under GC Clause 1.11.2(a) are: <b>Import Licences for the various goods from competent Cameroon authorities.</b>
GC 1.12.1	The individuals or firms in a joint venture shall be jointly and severally liable.
GC 2.1	<b>Scope of Facilities</b>
GC 2.1.3	The spare parts required for the operation and maintenance of the Facilities, the period, and the provisions shall be: <b>not applicable</b>
GC 2.2	<b>Time for Commencement and Completion</b>
GC 2.2.1	The Contractor shall commence work on the Facilities within <b>10 days</b> from the Effective Date for determining Time for Completion as specified in the Contract Agreement.



GC 2.2.2	<p>The Time for Completion of the whole of the Facilities shall be :</p> <p><b>Lot 1: One hundred and eighty (180) of days from the Effective Date as described in the Contract Agreement.</b></p> <p><b>Lot 2: Ninety(90) of days from the Effective Date as described in the Contract Agreement.</b></p> <p><b>Sample Provision</b></p> <p>Time for Completion for parts of the Facilities lot 1:</p> <table border="1" data-bbox="347 734 1343 1019"> <thead> <tr> <th><u>Description</u></th><th><u>Time for Completion</u></th></tr> </thead> <tbody> <tr> <td>Complete design of 3 milk plants</td><td>Sixty (60) days</td></tr> <tr> <td>Supply and installation of all equipment of 3 milk plants</td><td>Ninety (90) days</td></tr> <tr> <td>Training of users</td><td>Thirty (30) days</td></tr> </tbody> </table> <p>Time for Completion for parts of the Facilities lot 2:</p> <table border="1" data-bbox="347 1120 1343 1279"> <thead> <tr> <th><u>Description</u></th><th><u>Time for Completion</u></th></tr> </thead> <tbody> <tr> <td>Supply and installation of all equipment for milk collection of 3 milk plants</td><td>Ninety (90) days</td></tr> </tbody> </table>	<u>Description</u>	<u>Time for Completion</u>	Complete design of 3 milk plants	Sixty (60) days	Supply and installation of all equipment of 3 milk plants	Ninety (90) days	Training of users	Thirty (30) days	<u>Description</u>	<u>Time for Completion</u>	Supply and installation of all equipment for milk collection of 3 milk plants	Ninety (90) days
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GC 2.3	<b>Contractor's Responsibilities</b>												
GC 2.3.7	The individuals or firms in a joint venture <b>shall be jointly and severally liable.</b>												
GCC 2.3.8	Sustainable procurement contractual provisions are as follows: [insert provisions or refer to relevant parts of the Specifications]												
GC 3.1	<b>Contract Price : The total contract price is..... and not subject to any alteration , except in the event of a change in the facilities or otherwise provided in this contract</b>												





3.2	<p><b>Terms of payment</b></p> <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied shall be made in <b>Francs CFA</b> as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Twenty (20) percent of the Contract Price shall be paid within sixty (60) days of registering of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</li> <li>(ii) <b>On Delivery:</b> Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods</li> <li>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of the final acceptance after the defects liability period and certificate of completion issued by the Purchaser.</li> </ul>
GC 3.3	<p><b>Securities</b></p>
GC 3.3.3 & 3.3.4	<p>Replace sub-clauses 3.3.3 and 3.3.4 in their entirety with the following:</p> <p><b>3.3.3 Performance Security and ESHS Performance Security</b></p> <p>The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for due performance and, if applicable, an Environmental, Social, Safety and Health (ESHS) Performance Security for compliance with the Contractor's ESHS obligations, in the amounts stated below:</p> <ul style="list-style-type: none"> <li>(a) The amount of performance security, as a percentage of the Contract Price for the Facility or for the part of the Facility for which a separate Time for Completion is provided, shall be: <b>five percent (5 %)</b></li> <li>(b) The amount of the ESHS Performance Security shall be in the amount of <b>two per cent (2) %</b> of the Contract Price.</li> </ul> <p><b>[The sum of the total "demand guarantees" (Performance Security and ESHS Performance Security) shall normally not exceed 10% of the Contract Price.]</b></p>



	<p>3.3.4 The Performance Security shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form of the <b>“Demand Guarantee”</b> furnished in Section X, Contract Forms.</p> <p>The ESHS Performance Security shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer, issued by a reputable bank selected by the Contractor, and shall be in the form of the <b>“Demand Guarantee”</b> furnished in Section X, Contract Forms.</p>
<b>GC 3.3.5</b>	<p>The performance security shall not be reduced on the date of the Operational Acceptance.</p> <p><b>[The following provision should be used when the Facilities have warranty obligations beyond the Defect Liability Period, pursuant to the provisions in the PC under GC Clause 3.2]</b></p> <p><b>GC 3.3.5</b> The performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended defect liability to cover the Contractor’s extended defect liability in accordance with the provision in the PC, pursuant to GC Clause 5.2.10. <b>[To be inserted <u>only</u> when an extended warranty is requested.]</b></p>
<b>GCC3.3.6</b>	<p>In GCC 3.3.6 any reference to Performance Security also applies to the ESHS Performance Security, which shall be returned to the Contractor immediately after its expiration.</p>
<b>GC 4.6</b>	<b>Installation</b>
<b>GC 4.6.7</b>	<p>Working Hours</p> <p>Normal working hours are: <b>8am-12 noon, 1Pm -4 pm \</b></p>
<b>GC 4.6.9</b>	<p>The Contractor shall provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> <li>(a) confirmed or likely violation of any law or international agreement;</li> <li>(b) any fatality or serious (lost time) injury;</li> <li>(c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</li> <li>(d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</li> <li>(e) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.</li> </ul>


<b>GC 4.6.10</b>	Funeral Arrangements <b>[Insert any other specific arrangements]</b>
<b>GC 4.9</b>	<b>Commissioning and Operational Acceptance</b>
<b>GC 4.9.4</b>	<b>Guarantee tests:</b> The inspections and tests shall be:  <b>LOT1: Functionality of the plant, machines and equipment for milk storage, pasteurization, yoghurt, UHT and cheese production</b>  <b>Lot2: Functionality of refrigerator, milk cooling cans, mastitis detector and milk analyzer</b>
<b>GC 4.9.5</b>	The Guarantee Test of the Facilities shall be successfully completed within <b>ten(10) of days</b> from the date of Completion.
<b>GC 4.9.6</b>	<b>Operational Acceptance :</b> The Inspections and tests shall be conducted at each of the sites at: <b>Bamenda, Wum and Nkambe</b>  Upon delivery the goods supplied and installed shall be accepted by a commission composed of: <ol style="list-style-type: none"> <li>1. The Project Coordinator of LIFIDEP or his Representative; President</li> <li>2. A Representative of North West Development Authority (MIDENO)</li> <li>3. The Project Procurement Expert of LIFIDEP, member</li> <li>4. Financial Management Expert of LIFIDEP, Member</li> <li>5. The Livestock Expert of LIFIDEP: Secretary</li> <li>6. Representative of Ministry of Public Contracts, Observer</li> <li>7. The Supplier or his Representative: Member/Observer</li> </ol> Who after the various verification/inspection tests shall have been carried out, will proceed with an acceptance of the supplies and installation and preparation of acceptance minutes to that effect.  Any goods not meeting the inspection tests requirements shall be replaced within 30 days
<b>GC 5.1</b>	<b>Completion Time Guarantee</b>
<b>GC 5.1.2</b>	Applicable rate for liquidated damages: <b>1/2000 of the initial amount of the contract per calendar day for the first thirty (30) days of late completion and 1/1000 beyond 30 days lateness in completion.</b>  The Maximum Percentage of Liquidated Damages shall be: <b>Ten per cent (10 %) of the total contract amount.</b>
<b>GC 5.1.3</b>	<b>GC 5.1.3</b> No bonus will be given for earlier Completion of the Facilities or part thereof.
<b>GC 5.2</b>	<b>Defect Liability</b>

<b>GC 5.2.2</b>	<b>The Defect Liability Period shall be: twelve (12) months form date of provisional acceptance of the installations.</b>
<b>GC 5.2.10</b>	The critical components covered under the extended defect liability are [the components should either be mentioned herein or a reference should be made to the related paragraph in the Employer's Requirements], and the period shall be [insert number, which shall not exceed five (5)] years. [to be inserted only when an extended defect liability is requested].
<b>GC 5.5</b>	<b>Limitation of Liability</b>
<b>GC 5.5.1</b>	<b>Sample Clause</b> [insert the following provision if it is intended to have a limitation of liability higher than the Contract Price] <b>GC 5.5.1 (b)</b> The multiplier of the Contract Price is: [insert multiplier]
<b>GC 7.1.2</b>	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be ____% [insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price]
<b>GC 8.2</b>	<b>Disputes and Arbitration</b>
<b>GC 8.2.1</b>	<b>GC 8.2.1</b> The DB shall be appointed within [28 days] after the Effective Date. <b>GC 8.2.1</b> The DB shall be: [one sole member] or [a DB of three members] <b>GC 8.2.1</b> List of potential DB members is: [Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: "none"]
<b>GC 8.2.2</b>	Appointment (if not agreed) to be made by: [Insert Name of appointing entity or official]
<b>GC 8.2.5</b>	Procedure to settle disputes in respect of DB's decisions: (a) Appointed arbitration institution: <i>"United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i> Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force." The place of arbitration shall be: <i>BAMENDA CAMEROON</i>

## Section X. Contract Forms

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## Notification of Intention to Award

*[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]*

*[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where ICB is issued]*

**Financing No.:** *[insert reference number for financing]*

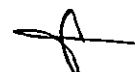
**ICB No:** *[insert ICB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>



- 2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

- 3. Reason/s why your Bid was unsuccessful**

*[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]*

- 4. How to request a debriefing**

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

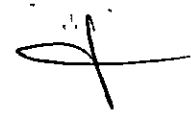
Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] delete if not used

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm



the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

#### 5. How to make a complaint

**Period:** Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

#### Further information:

For more information see the Procurement Guidelines (Annex C). You should read these provisions before preparing and submitting your complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Guidelines (as described in Annex C).

#### 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.





If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

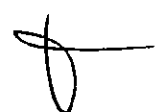
**Signature:** \_\_\_\_\_

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

A handwritten signature in black ink, consisting of a stylized 'J' or 'I' shape with a horizontal line extending to the right.

## Letter of Acceptance

[on letterhead paper of the Employer]

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

To: [name and address of the Contractor] .....

Subject: [Notification of Award Contract No] .....

This is to notify you that your Bid dated .... [Insert date] .... for execution of the .....  
... [insert name of the contract and identification number, as given in the Particular  
Conditions] ..... 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 and an Environmental, Social,  
Health and Safety Performance Security *[Delete ESHS Performance Security if it is not  
required under the contract]* within 28 days in accordance with the Conditions of  
Contract, using, for that purpose, one of the Performance Security Forms and the  
ESHS Performance Security Form, *[Delete reference to the ESHS Performance Security  
Form if it is not required under the contract]* included in Section X, Contract Forms, of  
the Bidding Document.**

Authorized Signature: .....  
Name and Title of Signatory: .....  
Name of Agency: .....

**Attachment: Contract Agreement**



## Contract Agreement

THIS AGREEMENT is made the [insert: number] day of [insert: month], [insert: year],  
BETWEEN

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

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. [insert list of facilities] ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

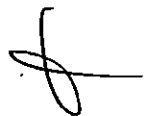
NOW IT IS HEREBY AGREED as follows:

**Article 1. Contract Documents**    1.1 Contract Documents (Reference GC Clause 1.5.)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Bid and Price Schedules submitted by the Contractor
- (c) Particular Conditions
- (d) General Conditions
- (e) Specification
- (f) Drawings
- (g) Other completed bidding forms submitted with the Bid
- (h) Any other documents forming part of the Employer's Requirements
- (i) Any other documents shall be added here

1.2 Order of Precedence (Reference GC Clause 1.5)



In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GC Clause 1.1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

**Article 2. Contract  
Price and  
Terms of  
Payment**

2.1 Contract Price (Reference GC Clause 3.1)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: [insert amounts of foreign currency in words], [insert amounts in figures] as specified in Price Schedule No. 5 (Grand Summary), and [insert amount of local currency in words], [insert amount in figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GC Clause 3.2)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

The Employer may instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of [insert an amount equal to the total named in Schedule 1 less the advance payment to be made for Plant and Equipment supplied from abroad]; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 500.

In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GC 3.1.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

[The Employer may want to insert a similar provision for the payment of the items listed in Schedule 2.]

**Article 3. Effective  
Date**

3.1 Effective Date (Reference GC Clause 1.1)

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;



- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment
- (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favour.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under Article 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

**Article 4.**  
**Communications**

- 4.1 The address of the Employer for notice purposes, pursuant to GC 1.3 is: [Insert **full address, and telephone, cable, facsimile numbers and e-mail**].
- 4.2 The address of the Contractor for notice purposes, pursuant to GC 1.3 is: [Insert **full address, and telephone, cable, facsimile numbers and e-mail**].

**Article 5.**  
**Appendices**

- 5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

in the presence of \_\_\_\_\_



Signed by, for and on behalf of the Contractor

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

in the presence of \_\_\_\_\_

## APPENDICES

- Appendix 1 Terms and Procedures of Payment
- Appendix 2 Price Adjustment
- Appendix 3 Insurance Requirements
- Appendix 4 Time Schedule
- Appendix 5 List of Major Items of Plant and Installation Services and List of Approved Subcontractors
- Appendix 6 Scope of Works and Supply by the Employer
- Appendix 7 List of Documents for Approval or Review
- Appendix 8 Functional Guarantees



## Appendix 1. Terms and Procedures of Payment

[This is a sample]

The following Terms and Procedures of Payment are given as a guideline suitable for Supply and Installation Contracts. In the event that the Employer wishes to introduce different terms of payment to the following, it shall first obtain the written approval of the Bank for the terms it intends to use. If additional Price Schedules are introduced, suitable terms of payment in respect of such additional schedules must be added.

In accordance with the provisions of GC Clause 3.2 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the Parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

### TERMS OF PAYMENT

#### Schedule No. 1. Plant and Equipment Supplied from Abroad

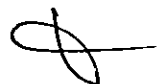
In respect of plant and equipment supplied from abroad, the following payments shall be made:

Ten percent (10%) of the total CIP amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the plant and equipment delivered to the site, as evidenced by shipping and delivery documents.

Eighty percent (80%) of the total or pro rata CIP amount upon Incoterm "CIP", upon delivery to the carrier within forty-five (45) days after receipt of documents [Employer to state the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, etc].

Five percent (5%) of the total or pro rata CIP amount upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata CIP amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.



Schedule No. 2. Plant and Equipment Supplied from within the Employer's Country

In respect of plant and equipment supplied from within the Employer's country, the following payments shall be made:

Ten percent (10%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of the plant and equipment delivered to the site, as evidenced by shipping and delivery documents.

Eighty percent (80%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the carrier within forty-five (45) days after receipt of invoice and documents [Employer to state the required documents, such as a railway consignment note, a road consignment note, insurance certificate, etc.].

Five percent (5%) of the total or pro rata EXW amount upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata EXW amount upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

Schedule No. 3. Design Services

In respect of design services for both the foreign currency and the local currency portions, the following payments shall be made:


Ten percent (10%) of the total design services amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer.

Ninety percent (90%) of the total or pro rata design services amount upon acceptance of design in accordance with GC Clause 4.4 by the Project Manager within forty-five (45) days after receipt of invoice.

Schedule No. 4. Installation Services

In respect of installation services for both the foreign and local currency portions, the following payments shall be made:

Ten percent (10%) of the total installation services amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favour of the Employer. The advance payment security may be reduced in proportion to the value of work performed by the Contractor as evidenced by the invoices for installation services.





Eighty percent (80%) of the measured value of work performed by the Contractor, as identified in the said Program of Performance, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application, will be made monthly within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice.

Five percent (5%) of the total or pro rata value of installation services performed by the Contractor as evidenced by the Employer's authorization of the Contractor's monthly applications, upon issue of the Operational Acceptance Certificate, within forty-five (45) days after receipt of invoice.

In the event that the Employer fails to make any payment on its respective due date, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate of [insert a figure that may be different for the foreign and local currency portions and a figure that reflects the cost of money in the respective currencies] percent (\_\_\_%) per month for period of delay until payment has been made in full.

#### PAYMENT PROCEDURES

The procedures to be followed in applying for certification and making payments shall be as follows:

[Appropriate procedures, normally through letters of credit, are to be inserted (including forms and certificates annexed as appropriate) by the Employer in the bidding documents].



## Appendix 2. Price Adjustment Clause

Where the Contract Period (excluding the Defects Liability Period) exceeds twelve (12) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labour and material components. In such cases the bidding documents shall include in this Appendix 2 a formula of the following general type, pursuant to GC Clause 3.1.2.

Where Contracts are of a shorter duration than twelve (12) months or in cases where there is to be no Price Adjustment, the following provision shall not be included. Instead, it shall be indicated under this Appendix 2 that the prices are to remain firm and fixed for the duration of the Contract.

### Sample Price Adjustment Formula

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components, in accordance with the following formula:

$$P_1 = P_0 \times \left( a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

$P_1$  = adjustment amount payable to the Contractor

$P_0$  = Contract price (base price)

$a$  = percentage of fixed element in Contract price ( $a = \%$ )

$b$  = percentage of labour component in Contract price ( $b = \%$ )

$c$  = percentage of material and equipment component in Contract price ( $c = \%$ )

$L_0, L_1$  = labour indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

$M_0, M_1$  = material and equipment indices in the country of origin on the base date and the date for adjustment, respectively

N.B.  $a+b+c=100\%$ .

### Conditions Applicable To Price Adjustment



The Bidder shall indicate the source of labour and materials indices and the base date indices in its bid.

<u>Item</u>	<u>Source of Indices Used</u>	<u>Base Date Indices</u>
-------------	-------------------------------	--------------------------

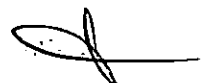
The base date shall be the date twenty-eight (28) days prior to the Bid closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.

The following conditions shall apply:

- (a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.
- (b) If the currency in which the Contract price,  $P_0$ , is expressed is different from the currency of the country of origin of the labour and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

[Note: For complex Plant supply and installation involving several sources of supply and/or a substantial amount of installation works, a family of formulas may be necessary, with provision for the usage of Contractor's equipment in the works formula].



### Appendix 3. Insurance Requirements

Details to be completed by the Employer prior to issuing the bidding documents. In the event that the Employer provides any insurances under the Contract, appropriate details must also be given.

#### Insurances To Be Taken Out By The Contractor

In accordance with the provisions of GC Clause 6.4, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance


Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
[in currency(ies)]		[names]	[place]	[place]

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
[in currency(ies)]		[names]	[place]	[place]



(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
[in currency(ies)]		[names]	[place]	[place]

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(g) Other Insurances

The Contractor is also required to take out and maintain at its own cost the following insurances:

Details:

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
[in currency(ies)]		[names]	[place]	[place]

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GC Clause 6.4.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GC Clause 6.4.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.



**Insurances To Be Taken Out By The Employer**

**If the Employer is proposing to take out any or all of the above insurances itself, or any other insurances in respect of the Facilities, either in its own name or in the joint names of itself and the Contractor, it shall give details below prior to issuing the bidding documents. Under the terms of the Contract, the Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies.**

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Details:

<u>Amount</u> [in currency(ies)]	<u>Deductible limits</u>	<u>Parties insured</u> [names]	<u>From</u> [place]	<u>To</u> [place]
-------------------------------------	--------------------------	-----------------------------------	------------------------	----------------------



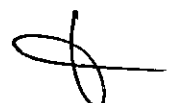
### **Appendix 4. Time Schedule**

The Employer should normally provide a Time Schedule to be followed by the Contractor during the performance of the Contract. This schedule should be provided with the bidding documents under this Appendix. All completion times indicated must be in accordance with the information regarding Time(s) for Completion given in the Bid Data Sheet.

Except under exceptional circumstances, the Time Schedule should indicate periods of time (e.g., weeks or months) and not specify calendar dates. All periods should be shown from the Effective Date of the Contract.

Should it become necessary to amend the Time Schedule to reflect any agreements made with the selected Bidder prior to award of Contract, the amended Time Schedule shall replace the original Time Schedule prior to signature of the Contract Agreement.

If the bidding documents contain no Time Schedule, the Bidder shall be required to submit with its bid a detailed program, normally in the form of a bar chart, showing how and the order in which it intends to perform the Contract and showing the key events requiring action or decision by the Employer. In preparing this Program, the Bidder shall adhere to the Time(s) for Completion given in the Bid Data Sheet or give its reasons for not adhering thereto. The Time Schedule submitted by the selected Bidder and amended as necessary prior to award of Contract shall be included as Appendix to the Contract Agreement before the Contract is signed.



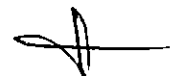
### **Appendix 5. List of Major Items of Plant and Installation Services and List of Approved Subcontractors**

**Prior to issuing the Bidding Document, the Employer shall have established a list of major item of Plant and Installation Services for which approval of the Employer is required. Prior to award of Contract, the details of approved subcontractor, including manufacturers shall be completed, indicating those subcontractors proposed by the Bidder in the corresponding Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of the Contract.**

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are approved for carrying out the items of the Facilities indicated below. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GC Clause 4.3.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and Installation Services	Approved Subcontractors/Manufacturers	Nationality





## Appendix 6. Scope of Works and Supply by the Employer

**Prior to issuing the bidding documents, the Employer shall indicate in this Appendix details of all personnel and Facilities it will provide for use by the Contractor and indicate, where applicable, the charges that it will make in respect of their use.**

**The Employer shall also identify any part(s) of the facilities it intends to carry out itself (or by other contractors), and any plant, equipment, or materials that it proposes to purchase itself and supply to the Contractor for incorporation in the facilities, indicating, where applicable, the charges that it will make in respect thereof.**

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and the provisions of GC Clauses 3.1, 4.5 and 4.8 shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GC Clause 4.2.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel

Charge to Contractor (if any)

Facilities

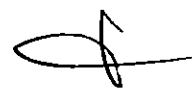
Charge to Contractor (if any)

Works

Charge to Contractor (if any)

Supplies

Charge to Contractor (if any)



**Appendix 7. List of Documents for Approval or Review**

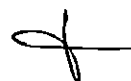
Pursuant to GC Clause 4.4.4, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GC Clause 4.2.2 (Program of Performance), the following documents for

**A. Approval**

- 1.
- 2.
- 3.

**B. Review**

- 1.
- 2.
- 3.



## Appendix 8. Functional Guarantees

### 1. General

This Appendix sets out

- (a) the functional guarantees referred to in GC Clause 5.3 (Functional Guarantees)
- (b) the preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below
- (c) the minimum level of the functional guarantees
- (d) the formula for calculation of liquidated damages for failure to attain the functional guarantees.

### 2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

[List any conditions for the carrying out of the Guarantee Test referred to in GC Clause 4.9.4.]

### 3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

#### 3.1 Production Capacity

[List here the production capacity that the Contractor is to guarantee, **making sure to use, as functional guarantees, the figures offered by the Contractor in its bid.**]

**and/or**

#### 3.2 Raw Materials and Utilities Consumption

[List here the guaranteed items of consumption per unit of production (e.g., kg, tons, kcal, kWh, etc.) that the Contractor is to guarantee, **making sure to use, as functional guarantees, the figures offered by the Contractor in its bid.**]

### 4. Failure in Guarantees and Liquidated Damages

#### 4.1 Failure to Attain Guaranteed Production Capacity



If the production capacity of the facilities attained in the guarantee test, pursuant to GC Clause 4.9.4, is less than the guaranteed figure specified in para. 3.1 above, but the actual production capacity attained in the guarantee test is not less than the minimum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications and/or additions to the Facilities, pursuant to GC Clause 5.3.3, then the Contractor shall pay liquidated damages at the rate of [insert amount in the contract currency] for every complete one percent (1%) of the deficiency in the production capacity of the Facilities, or at a proportionately reduced rate for any deficiency, or part thereof, of less than a complete one percent (1%).

#### 4.2 Raw Materials and Utilities Consumption in Excess of Guaranteed Level

[To be specified in the appropriate wording for the type of Facilities if there are consumption guarantees.]

If the actual measured figure of specified raw materials and utilities consumed per unit (or their average total cost of consumption) exceeds the guaranteed figure specified in para. 3.2 above (or their specified average total cost of consumption), but the actual consumption attained in the guarantee test, pursuant to GC Clause 4.9.4, is not more than the maximum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications and/or additions to the Facilities pursuant to GC Clause 5.3.3, then the Contractor shall pay liquidated damages at the rate of [insert amount in the contract currency] for every complete one percent (1%) of the excess consumption of the Facilities, or part thereof, of less than a complete one percent (1%).

[The rate of liquidated damages specified in paras. 4.1 and 4.2 above shall be at least equivalent to the rate specified in Section III, Evaluation and Qualification Criteria, for the comparison of functional guarantees provided by the bidders.]

#### 4.3 Minimum Levels

Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees (and consumption guarantees) are not attained by the Contractor, the Contractor shall at its own cost make good any deficiencies until the Facilities reach any of such minimum performance levels, pursuant to GC Clause 5.3.2:

- (a) production capacity of the Facilities attained in the guarantee test: ninety-five percent (95%) of the guaranteed production capacity (the value offered by the Contractor in its bid for functional guarantees represents 100%).

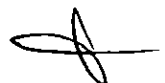


**and/or**

- (b) average total cost of consumption of all the raw materials and utilities of the Facilities: one hundred and five percent (105%) of the guaranteed figures (the figures offered by the Contractor in its bid for functional guarantees represents 100%).

#### 4.4 Limitation of Liability

Subject to para. 4.3 above, the Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed \_\_\_\_\_ percent ( \_\_\_\_ %) of the Contract price [the percentage specified shall not exceed ten percent (10%)].



**Performance Security Form – Demand Guarantee<sup>18</sup>**

**Guarantor:** [insert Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** [insert Name and Address of Employer]

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_ [insert Performance Guarantee number]

We have been informed that [insert complete name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with the Beneficiary, for the execution of [insert name of contract and brief description of Facilities] (hereinafter called "the Contract").

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

At the request of the Contractor, we [insert name of Bank] as Guarantor hereby **unconditionally, irrevocably** and on **first demand** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (\_\_\_\_) [insert amount in words]<sup>19</sup>, upon receipt by us of the Beneficiary's first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall be reduced by half upon our receipt of:

- (a) a copy of the Operational Acceptance Certificate; or
- (b) a registered letter from the Contractor (i) attaching a copy of its notice requesting issuance of the Operational Acceptance Certificate and (ii) stating that the project manager has failed to issue such Certificate within the time

<sup>18</sup> The Employer should insert either the Bank Guarantee or the Conditional Guarantee.

<sup>19</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

required or provide in writing justifiable reasons why such Certificate has not been issued, so that Operational Acceptance is deemed to have occurred.

This guarantee shall expire no later than the earlier of:<sup>20</sup>

- (a) twelve months after our receipt of either (a) or (b) above; or
- (b) eighteen months after our receipt of:
  - (i) a copy of the Completion Certificate; or
  - (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies; or
  - (iii) a registered letter from the Contractor stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or
- (c) the [insert figure] day of [insert month], [insert year].<sup>21</sup>

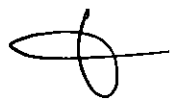
Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

<sup>20</sup> This text shall be revised as and where necessary to take into account (i) partial acceptance of the Facilities in accordance with Clause 4.9.10 of the GC; and (ii) extension of the performance security when the Contractor is liable for an extended warranty obligation pursuant to Clause 5.2.10 of the GC (although in this latter case the *Employer* might want to consider an extended warranty security in lieu of the extension of the performance security).

<sup>21</sup> Insert the date twenty-eight days after the expected expiration date of the Defect Liability Period. 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."



**Performance Security Form - Conditional Bank Guarantee**

Date: \_\_\_\_\_  
Financing Agreement N°: \_\_\_\_\_  
IFB N°: \_\_\_\_\_

[Name of Contract]

To: [Name and address of Employer]

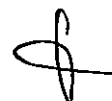
Dear Ladies and/or Gentlemen,

We refer to the Contract Agreement ("the Contract") signed on [date] between you and [name of Contractor] ("the Contractor") concerning design, execution and completion of [Brief description of the Facilities].

By this letter we, the undersigned, [name of Bank], a Bank (or company) organized under the laws of [country of Bank] and having its registered/principal office at [address of Bank], do hereby jointly and severally with the Contractor **unconditionally, irrevocably** and on **first demand** guarantee payment owed to you by the Contractor, pursuant to the Contract, up to the sum of [amount], equivalent to [number] percent (%) [amount shall not exceed ten percent (10%) in any case] of the Contract Price until the date of the Operational Acceptance Certificate and thereafter up to a sum of [amount], equivalent to [number] percent (%) [amount shall not exceed five percent (5%) in any case] of the Contract Price, until twelve (12) months after the date of Operational Acceptance, or eighteen (18) months after Completion of the Facilities, whichever comes first.

Where it is agreed between you and the Contractor that the Facilities are to be accepted in parts, and thus where there are separate Completion and Operational Acceptance Certificates for each part, this Letter of Guarantee shall be apportioned to the value of each such part and shall reduce or expire as provided above on or following Completion or Operational Acceptance of each part.

We shall only undertake to make payment under this Letter of Guarantee upon our receipt of a written demand signed by your duly authorized officer for a specified sum, where such demand sets out the reasons for your claim under this Letter of Guarantee and is accompanied by





- (a) a copy of the written notice sent by you to the Contractor before making the claim under this Guarantee, specifying the Contractor's breach of contract and requesting the Contractor to remedy it
- (b) a letter signed by your duly authorized officer certifying that the Contractor has failed to remedy the default within the period allowed for remedial action
- (c) a copy of your written notice to the Contractor stating your intent to claim under this Letter of Guarantee because of the Contractor's failure to remedy the default in accordance with the request referred to in para. (a) above.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the earlier of twelve (12) months after the date of Operational Acceptance or eighteen (18) months after the date of Completion of the Facilities or, where the Facilities are to be accepted in parts, twelve (12) months after the date of Operational Acceptance or eighteen (18) months after the date of Completion of the last part or [date], whichever comes first.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

If the Defect Liability Period is extended with respect to any part of the Facilities in accordance with the Contract, you shall notify us, and the validity of this Letter of Guarantee shall be extended with respect to the percentage of the Contract Price stipulated in the notification until expiry of such extended Defect Liability Period.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given hereunder shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

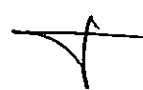


No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Yours truly,  
[Name of the Bank]

---

Authorized Signature

A handwritten signature, possibly initials, consisting of a stylized 'T' or 'F' shape with a horizontal line extending to the right.

## Environmental, Social, Health and Safety (ESHS) Performance Security

### ESHS Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *\_\_ [Insert date of issue]*

**ESHS PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (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 Applicant, we as Guarantor, hereby **unconditionally, irrevocably** and on **first demand** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and/or Safety (ESHS) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC. The Employer should note that in the event of an extension of this date 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



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

---

*[signature(s)]*

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

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*to the Beneficiary'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 Facilities] (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>22</sup>. . . . . ( . . . . . [insert currency and amount in words]. . . ) is to be made against an advance payment guarantee.

At the request of the Employer, we . . . . . [insert name of the Bank]. . . . . hereby **unconditionally and 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 Facilities.

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]. . .

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)

<sup>22</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.

percent of the Contract Price has been certified for payment, or on the . . . day of . . . , . . .  
 . . .<sup>23</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, (URDG) 2010  
 Revision, ICC Publication No. 758, except that the supporting statement under Article 15 (a)  
 is hereby excluded.

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

23 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."



## **List of banks and financial organizations authorized to issue bank cautions in public contracts in Cameroon.**

### **BANKS**

1. Afriland First Bank (FIRST BANK), B.P 11 834 Yaoundé
2. Banque Atlantique du Cameroun (BACM) B.P 2 933 DOUALA
3. Banque Gabonaise pour le Financement International(BGFIBANK) B.P 600 DOUALA
4. Banque Internationale du Cameroun pour l'Epargne et le Credit (BICEC)
5. Bank of Africa Cameroun( BOA Cameroun)
6. Credit Communautaire d'Afrique Bank( CCA BANK)
7. Citibank Cameroun( CITIGROUP) B.P 4 571 DOUALA
8. Commercial Bank-Cameroon (CBC) B.P 4 004 DOUALA
9. Ecobank Cameroon (ECOBANK) B.P 582 DOUALA
10. National Financial Credit Bank (NFC Bank) B.P 6 578 Yaoundé
11. Société Commerciale de Banques-Cameroun (SCB-Cameroun) B.P 300 DOUALA
12. Société Générale Cameroun (SGC) B.P 4 042, DOUALA
13. Standard Chartered Bank Cameroon (SCBC) B.P 1 784, DOUALA
14. Union Bank of Cameroon PLC (UBC) B.P 15 569, DOUALA
15. United Bank of Africa (UBA) B.P 2 088, DOUALA
16. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME)

### **INSURANCE COMPANIES**

1. Activa Assurances S.A B.P:12970/Douala;
2. AREA Assurances
3. Atlantique Assurances SA
4. Beneficial General Insurances
5. Chanas Assurances S.A. B.P: 109/Douala;
6. CPA SA
7. NSIA ASSURANCES
8. PROASSUR SA
9. SAAR SA
10. SAHAM ASSURANCES
11. Zenithe Insurance S.A B.P:1540/ Douala

