

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

Ministry of Agriculture and
Rural Development

NORTH WEST DEVELOPMENT
AUTHORITY (NWDA)



ISDB

البنك الإسلامي للتنمية
Islamic Development Bank



REPUBLIQUE DU
CAMEROUN

Paix - travail - patrie

Ministère de l'Agriculture et du
Développement Rural

MISSION DE DEVELOPPEMENT DU
NORD OUEST (MIDENO)

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

P.O. Box 1116, Bamenda
Tel: 23336 10 07
Fax: 23336 16 65
Email: info@gpderudep.org

PROCUREMENT DOCUMENTS

**Bidding Document for
Procurement of Small Works**

National Competitive Bidding (NCB)

Procurement of:	CONSTRUCTION HYGIENE AND SANITATION FACILITIES IN THE NORTH WEST REGION IN 7 LOTS
Identification number of NCB	022/2021/NCB/STB/GP-IRDP
Project:	GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT (GP-IRDP)
Purchaser:	MINISTER OF AGRICULTURE AND RURAL DEVELOPMENT (MINADER) THROUGH THE PMU OF GP-IRDP
Country:	REPUBLIC OF CAMEROON
Issued on:	21/04/2021

FINANCING AGREEMENT No.: 2M 0088
Financing: Islamic Development Bank (ISDB)- ISTISNA'A

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

In addition, please refer to paragraphs 1.18 -21 setting forth IsDB's policy on conflict of interest.

4. Interested eligible bidders may obtain further information from **GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT (GP-IRDP)**, Muluh Gregory Nguh and e-mail: muluhgn@yahoo.com, info@gpderudep.org and inspect the bidding documents during office hours **8:00 a.m. – 5:00 p.m. from Mondays to Fridays** at the address given below.
5. A complete set of bidding documents in English may be purchased by interested eligible bidders upon the submission of a written application to the address below and upon payment of a non-refundable fee of **sixty-five thousand (65,000) FCFA**, payable to the Cashier of GP-IRDP against a receipt. The method of payment will be cash to the Cashier of GP-IRDP against a receipt. The document will be issued to the bidder at the same address below upon presentation of the receipt of purchase of tender.
6. Bid preparation period shall be 30 days from the date of publication of the tender.
7. Bids must be delivered to the address below on or before **the 21/05/2021 at 11:00 a.m. local time (GMT+1)**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below on **the 21/05/2021** as from 12:00 noon local time.
8. The works shall be completed in 6 months.
9. Each bid will be written in English and in four (04) sets, comprising one (01) original and three (03) copies labelled as such. It should be labelled as follows:

<<NATIONAL COMPETITIVE BIDDING

TENDER No: 022/2021/NCB/STB/GP-IRDP OF 23/04/2021 FOR THE CONSTRUCTION HYGIENE AND SANITATION FACILITIES IN THE NORTH WEST REGION IN (7) LOTS

Financing: ISLAMIC DEVELOPMENT BANK (IsDB)-ISTISNA'A

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

10. All bids must be accompanied by a bid security in form of Bank Guarantee or a surety, issued in keeping with the tender model by a first category banking institution approved by the Cameroon Ministry in charge of finance. The amount of the bid security shall be:

**Lot 1: 1.8 million FCFA,
Lot 3: 2.0 million FCFA,
Lot 5: 2.4 million FCFA,
Lot 7: 1.8 million FCFA**

**Lot 2: 2 million FCFA
Lot 4: 1.8 million FCFA
Lot 6: 2 million FCFA**

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

Ministry of Agriculture and
Rural Development

NORTH WEST DEVELOPMENT
AUTHORITY (NWD)



IsDB
بنك التنمية الإسلامي
Islamic Development Bank

REPUBLIQUE DU CAMEROUN

Paix - travail - patrie

Ministère de l'Agriculture et du
Développement Rural

MISSION DE DEVELOPPEMENT DU
NORD OUEST (MIDENO)

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

NATIONAL COMPETITIVE BIDDING (NCB)

**TENDER No: 022/2021/NCB/STB/GP-IRDP OF 21/04/2021 FOR
THE CONSTRUCTION OF HYGIENE AND SANITATION
FACILITIES IN THE NORTH WEST REGION IN (7) LOTS**

Financing: Islamic Development Bank (IsDB)-ISTISNA'A

Project Identification: PCMR:

Financing Agreement No. 2CM 0088

Issued on 23/04/2021

Date of Submission: 23/05/2021

Standard Bidding Document

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PART 1 Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section VII-Employer's Requirements. The name, identification, and number of contracts of this bidding are **provided in the BDS**.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form (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;
 - (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; and
 - (d) "ESHS" means environmental, social, health and safety.
2. **Source of Funds**
 - 2.1 The Beneficiary or Recipient (hereinafter called "Beneficiary") **indicated in the BDS** has applied for or received financing/loan/grant or TA (hereinafter called "funds") from the Islamic Development Bank (hereinafter called "IsDB") toward the cost of the project **named in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by IsDB will be made only at the request of the Beneficiary and upon approval by IsDB, and will be subject in all respects to the terms and conditions of that 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 proceeds of the financing.
3. **Corrupt and Fraudulent Practices**
 - 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

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, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate 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. 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, or in accordance with Guidelines for Procurement of Goods, Works and Related Services under 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.

“Terrorist Financing: generally, means the offence stipulated by Article 2 of the 1999 International Convention for the Suppression of the Financing of Terrorism, as defined in the IsDB Compliance Policy.

“IsDB AML/CFT/KYC/Questionnaire/Form”: see Attachment/Annex

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.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - IsDB Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works 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.

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

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
 - (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
 - (g) Technical Proposal in accordance with ITB 16; and
 - (h) Any other document **required in the BDS**.

covered by the rates for other items and prices in the Bill of Quantities.

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

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

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

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

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

**15. Currencies of
Bid and Payment**

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

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents
Comprising the
Technical
Proposal**

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents
Establishing the
Qualifications of
the Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).

Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.

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

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46.

19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9 If a bid security is not required in the BDS pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

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

20. Format and Signing of Bid

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3. 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 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION," and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

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

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

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24.2, the Employer shall publicly open and read out in accordance with ITB 25.3 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 21.1, shall be as **specified in the BDS**.

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

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being

- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as **specified in the BDS**.
- 33. Margin of Preference** 33.1 A margin of preference shall not apply, **unless otherwise specified in the BDS**.
- 34. Subcontractors** 34.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (so-called "Nominated Subcontractors").
- 34.2 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 34.5 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this Clause. 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 whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 35.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) adjustment for nonconformities in accordance with ITB 30.3;
 - (f) application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single

(b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or

(c) reject the Bid.

39. Qualification of the Bidder

39.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the most Value for Money and substantially responsive bid 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 17.1. 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 of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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 IsDB, 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

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 notification of award 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 Bidders shall bear their own costs of attending such a debriefing meeting.

**47. Signing of
Contract**

47.1 Promptly upon notification, the Employer shall send the successful Bidder the Letter of Acceptance including the Contract Agreement.

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

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The Employer is: MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT (MINADER) THROUGH THE PMU OF GP-IRDP																								
ITB 1.1	<p>The Name of the bidding process is: NATIONAL COMPETITIVE BIDDING FOR THE CONSTRUCTION OF HYGIENE AND SANITATION FACILITIES</p> <p>The identification number of the bidding process is: Tender No: 022/2021/NCB/STB/GP-IRDP</p> <p>This invitation to tender comprising Seven(7) distinct lots for the construction of hygiene and Sanitation facilities in the North West Region in 7 lots</p> <table><tr><th>LOT</th><th>DESCRIPTION OF PROJECT</th><th>DURATION</th></tr><tr><td>Lot 1</td><td>Construction of 09 Water points in health centres and schools in Boyo and Menchum Divisions</td><td>6months</td></tr><tr><td>Lot 2</td><td>Construction of 10 Water points in health centres and schools in Bui and Ngohketunjia Divisions</td><td>6 months</td></tr><tr><td>Lot 3</td><td>Construction of 10 Water points in health centres and schools in Donga MangaDivision</td><td>6 months</td></tr><tr><td>Lot 4</td><td>Construction of 09 Water points in health centres and schools in Momo Divisions</td><td>6 months</td></tr><tr><td>Lot 5</td><td>Construction of 12 Water points in health centres and schools in Mezam Division</td><td>6months</td></tr><tr><td>Lot 6</td><td>Construction of 18 VIP toilet facilities (4 in antenna offices, 05 Warehouses 03 health centres and 6 schools</td><td>6months</td></tr><tr><td>Lot 7</td><td>Construction of 17 VIP toilets facilities (9 markets, 08 ceacS</td><td>6months</td></tr></table> <p><i>N/B: Bidders can bid for more than 01 lot but can be attributed more than one lot only on the condition the bidder has presented a separate list of personnel and materials for each lot and fulfilled the financial and experience criteria for the lots grouped together.</i></p>	LOT	DESCRIPTION OF PROJECT	DURATION	Lot 1	Construction of 09 Water points in health centres and schools in Boyo and Menchum Divisions	6months	Lot 2	Construction of 10 Water points in health centres and schools in Bui and Ngohketunjia Divisions	6 months	Lot 3	Construction of 10 Water points in health centres and schools in Donga MangaDivision	6 months	Lot 4	Construction of 09 Water points in health centres and schools in Momo Divisions	6 months	Lot 5	Construction of 12 Water points in health centres and schools in Mezam Division	6months	Lot 6	Construction of 18 VIP toilet facilities (4 in antenna offices, 05 Warehouses 03 health centres and 6 schools	6months	Lot 7	Construction of 17 VIP toilets facilities (9 markets, 08 ceacS	6months
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Lot 5	Construction of 12 Water points in health centres and schools in Mezam Division	6months																							
Lot 6	Construction of 18 VIP toilet facilities (4 in antenna offices, 05 Warehouses 03 health centres and 6 schools	6months																							
Lot 7	Construction of 17 VIP toilets facilities (9 markets, 08 ceacS	6months																							
ITB 1.2(a)	NOT APPLICABLE																								
ITB 2.1	The Beneficiary is: Government of Cameroon																								
ITB 2.1	The name of the Project is: GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT (GP-IRDP)																								
ITB 4.5	A list of debarred firms and individuals is available on IsDB’s external website: http://www.isdb.org																								

B. Bidding Documents

	<p>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB20.2;</p> <p>(e) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms;</p> <p>(f) documentary evidence establishing the conformity of the Technical Proposal offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms; i.e</p> <ul style="list-style-type: none"> i. Technical note on the methodology and the execution of works. The method proposed by the Contractor for the proper realisation of works as well as different remarks and suggestions that the Bidder may find necessary to make following the site visit conducted for this purpose. Works the bidder intends to subcontract and the subcontractor envisaged and the use of local labour. Provision of documentary evidence of the fallouts of the project on the local community ii. Supply of materials or site equipment, Sanitary and Security plan of the site plan; iii. Administrative and technical organization of the enterprise; iv. Mitigation risks clauses of environment v. The detailed programme of performance of works, Mobilization of materials and proposed personnel including their curriculum vitae <p>(g) In the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and</p>
ITB 11.1 (i)	<p>The Bidder shall submit with its bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Receipt of purchase of tender document. 2. An attestation of domiciliation of bank account 3. Code of Conduct (ESHS) <p>The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-clause xxx of the GC), to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p><i>1.risks associated with: labor influx, spread of communicable diseases like HIV /AIDs and other STIs,</i></p> <p><i>2.provision of covid19 prevention measures (face masks, hand sanitizers, disinfectants etc.) to all workers and visitors.</i></p> <p><i>3. safety at workplace like provision of first aids box, helmets caps for all workers, dressing that suit the activities,</i></p> <p><i>4. sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior, and crime,</i></p> <p><i>5. Risks of soil erosion and land degradations</i></p>

	<i>plan (revegetation) and a strategy for marking and respecting work site boundaries, safety of workers, maintain proper hygiene and sanitation at site of works etc</i>
ITB 13.1	Alternative bids "shall not be" permitted.
ITB 13.2	Alternative times for completion "shall not be" permitted. If alternative times for completion 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 Works: NONE If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 14.6	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: FRANCS CFA
ITB 18.1	The bid validity period shall be: 120 days from the date of opening of bids
ITB 18.3 (a)	The bid price shall be adjusted by the following factor: _____ NOT APPLICABLE
ITB 19.1	A Bid Security shall be required. A Bid-Securing Declaration "shall not be" required. If a bid security shall be required, the amount and currency of the bid security shall be <div style="display: flex; justify-content: space-around;"><div>Lot 1: 1.8 million FCFA, Lot 3: 2.0 million FCFA, Lot 5: 2.4 million FCFA, Lot 7: 1.8 million FCFA</div><div>Lot 2: 2 million FCFA Lot 4: 1.8 million FCFA Lot 6: 2 million FCFA</div></div> <i>Note:</i> Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Purchaser will determine for which lot or lots the Bid Security amount shall be applied.
ITB 19.3 (d)	Other types of acceptable securities: Bid security in form of Bank Guarantee or a surety, issued in keeping with the tender model by a first category banking institution approved by the Cameroon Ministry in charge of finance
ITB 19.9	NOT APPLICABLE

ITB 25.6	<p>The Letter of Bid and Priced Bill of Quantities (or the Priced Activity Schedule) shall be initialed by one (1) representative of the Employer conducting Bid opening i.e. The President of the Special Tenders Board (STB) of Grassfield II:</p> <p>Each original Bid shall be initialed by The President of the Special Tenders Board (STB) of Grassfield II and any modification to the unit or total price .</p>
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E. Evaluation and Comparison of Bids

ITB 30.3	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 32.1	Not applicable.
ITB 33.1	Not applicable

F. Award of Contract

ITB 48.1 and 48.2	<p>The successful Bidder shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security.</p> <p>NOT APPLICABLE</p>
ITB 49.1	<p>The Adjudicator proposed by the Employer is Ngwainbi Paul; Regional Delegate of Public Works North West Region. The hourly fee for this proposed Adjudicator shall be: 10,000FCFA/hr. The biographical data of the proposed Adjudicator is as follows: Civil Engineer, Nationality Cameroonian, Presently Regional Delegate of Public Works North West Region</p>
ITB 50	<p>The procedures for making a Procurement-related Complaint are detailed in the "Procurement <u>Guidelines</u> (Annex C)." 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, that is either by email or fax), to:</p> <p>For the attention: <i>Muluh Gregory Nguh.</i></p> <p>Title/position: <i>Project Coordinator</i></p> <p>Employer: <i>GP-IRDP</i></p> <p>Email address: <i>muluhgn@yahoo.com</i></p> <p>Fax number: <i>+237 233 361 665</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post-qualification is applied. In accordance with ITB 35 and ITB 39, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

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Packages

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

Qualification Criteria for Multiple Contracts:

The criteria for qualification is the aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:

Option 1:

(i) N contracts, each of minimum value V;

Or

Option 2:

(i) N contracts, each of minimum value V; or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than $N \times V$.

(b) For multiple Contracts

Option 1:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

or

Option 2:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:

2.3 Alternative Completion Times

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

2.4 Technical Alternatives

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

2.5 Sustainable Procurement

NOT APPLICABLE

2.6 Other Criteria

If permitted under ITB 35.2(f):

.....
.....

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Factor	1 Eligibility					
Sub-Factor	Requirement	Criteria			Documentation Required	
		Single Entity	Bidder			
			All partners combined	Each partner		At least one partner
1.5 Ineligibility based on a United Nations resolution or Beneficiary's country law or Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. (Para 1. 11 and 1. 12 of Guidelines for Procurement of Goods, Works and related services Under the Islamic Development Bank Financing, September 2018)	Not having been excluded as a result of the Beneficiary's country laws or official regulations, or by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, in accordance with ITB 4.8 and Section V.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.4 Litigation History	No consistent history of court/arbitral award decisions against the Bidder ¹ since 1 st January 2018	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5 Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work 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, or health or safety requirements or safeguard in the past five years ² .	Must make the declaration.	N/A	Each must make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

¹ The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

² 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, Consortium or Association			
			All partners combined	Each partner	At least one partner	
	Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five [5] years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	
3.2. Average Annual Turnover	Minimum average annual turnover of Lot 1: 160 million Lot 2: 175 million Lot 3: 175 million Lot 4: 160 million Lot 5: 210 million Lot 6: 174 million Lot 7: 164 million For Multiple Contracts, Minimum requirement will be the sum of the Minimum average annual turnover	Must meet requirement	Must meet requirement	Must meet Twenty five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN -3.2

Factor	4 Experience					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
4.2 (a) Specific Construction & Contract Management Experience	(i) A minimum number of similar ³ contracts specified below that have been satisfactorily and substantially ⁴ completed as a prime contractor, joint venture member ⁵ , management contractor or sub-contractor ⁵ between 1st January 2011 and application submission deadline: (i) 2 contracts , each of minimum value V; Lot 1: 72 million Lot 2: 80 million Lot 3: 80 million Lot 4: 72 million Lot 5: 96 million Lot 6: 79 million Lot 7: 74 million	Must meet requirement	Must meet requirements ⁶	N / A	N/A	Form EXP 4.2(a)

³ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁴ Substantial completion shall be based on **80%** or more works completed under the contract.

⁵ 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.

⁶ 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.

Factor	4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
	All partners combined		Each partner	At least one partner		
	<p>value of all contracts equal or more than 192 million.</p> <p>Lot 6: Less than or equal to 2 contracts, each of minimum value 79 million, but with total value of all contracts equal or more than 158 million.</p> <p>Lot 7: Less than or equal to 2 contracts, each of minimum value 74 million, but with total value of all contracts equal or more than 148 million.</p> <p>For multiple contracts (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:</p> <p>Lot 1: 2 contracts, each of minimum value 72 million.</p> <p>Lot 2: 2 contracts, each of minimum value 80 million;</p>					

Factor	4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
	<p>Lot 4: 2 contracts, each of minimum value 72 million; Lot 5: 2 contracts, each of minimum value 96 million; Lot 6: 2 contracts, each of minimum value 79 million; Lot 7: 2 contracts, each of minimum value 74 million</p> <p>Or</p> <p>Lot 1: 2 contracts, each of minimum value 72 million; or number of contracts less than or equal to 2, each of minimum value 72 million, but with total value of all contracts equal or more than 144 million</p> <p>Lot 2: 2 contracts, each of minimum value 80 million; or number of contracts less than or equal to 2, each of minimum value 80 million, but with total</p>					

Factor	4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
	<p>Lot 6: 2 contracts, each of minimum value 79 million; or number of contracts less than or equal to 2, each of minimum value 79 million, but with total value of all contracts equal or more than 158 million.</p> <p>Lot 7: 2 contracts, each of minimum value 74 million; or number of contracts less than or equal to 2, each of minimum value 74 million, but with total value of all contracts equal or more than 148 million.</p> <p>The similarity of the contracts shall be based on the following: -Construction of boreholes, Water supply schemes with pumping system -construction of buildings</p>					

6 Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Water detecting equipment	01
2	Drilling equipment	01
3	Pick up	01

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

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

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- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative bids submitted in accordance with ITB 13;
- (j) 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;
- (k) *[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];*⁹
- (l) 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.")

- (m) 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.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) 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.
- (p) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____,

⁹ Bidder to use as appropriate

Schedules

Bill of Quantities/ Schedules of Activities

Bill of Quantities

1-65

Division		LOCATION OF WATER POINTS			
	Council	Village	Description of location	QTY	
lot 1	BOYO	FUNDONG	Ibami Ngwa Abuh	GS ANJANGUM- NGWA	1
		Belo	Ashing	School	1
		BELO	TUMUKU	Anyajua integrated Health Centre	1
		NJINIKOM	Fuanatui	Njinkom HEALTH CENTRES	1
	MENCHUM	FONFUKA	FONFUKA	GBS FONFUKA	1
		Wum	Wum	GS ZONGHOFUH I	1
		WUM CENTRAL	Kecha	KECHA INTEGRATED HEALTH CENTRE	1
		BENAKUMA	Benakuma	GBPS BUYI BENAKUMA	1
lot 2	BUI	Zhoa	Gayama	Gayama Antenna office	1
		KUMBO	Ntoh	GPS Ntoh	1
		KUMBO	MBVEH	GPS MBVEH	1
		JAKIRI	Kinsenjam	KINSENJAM INTEGRATED HEALTH CENTRE	1
		ELAK-OKU	Oku	HEALTH CENTRE Oku	1
		MBIAME	Kovki	GSS KOVKI	1
	NGOKETUNJIA	NKOR	Bvugoi	GS DOM	1
		NDOP	Bamunka	SCHOOL	1
		NDOP	Bamessing	HEALTH CENTRE	1
		BALIKUMBAT	Balikumbat	Balikumbat medicalized HEALTH CENTRE	1
		BABESSI	Gbogobam Baba i	GS BOGOMBAM	1
		NDU	Ngarbuh	GS NGARBUH	1
lot 3	DONGA MANTUNG	Ndu	Ntabah	Mbaw/Mbonso Antenna office	1
		NWA	Nwa	GBS Konsen Konser, GS NWA	1
		NKAMBE	Tabenkene/Nkambe	GS Mbebu, GPS kumsa	2
		AKO	AKO	GSS ANDE AND GS ANDE	2
		NKAMBE	NGWANYU	INTEGRATED HEALTH CENTRE NGWANYU	1
		AKO	Dumbo-Berabe	HEALTH CENTRE	1
		MISAJE	Misaje: Chunghe	GHS Chunghe,	1
		Batibo	Batibo	GS Batibo and GBS Batibo	1
		BATIBO	Njem	HEALTH CENTRE	1
		WIDIKUM-BOFFE	Emua	HEALTH CENTRE	1
Lot 4	MOMO				

A. CONSTRUCTION OF BOREHOLE

No	Designation	Unit	QTY	Unit Price (FCF A)	Amount (FCFA)
100	SITE INSTALLATION				
100	Site selection: Hydro-geologic, geophysical studies and implantation	U	1		
101	Mobilization: transportation of materiel and equipment	U	1		
	SUB TOTAL SITE INSTALLATION				
200	DRILLING WORKS				
201	Installation and withdrawal of drilling rig and other equipment	U	1		
202	Air Rotary Drilling of $\phi 9'' 7/8$ in unconsolidated loose formations	ml	25		
203	installation and removal of temporal PVC or metallic	ml	25		
204	Air rotary and percussion Drilling with the down-the-hole hammer of $\phi 6'' 1/2$ to $6'' 3/4$ in hard rock	ml	43		
	SUB-TOTAL 200				
300	DESIGN, CLEANING, DEVELOPMENT AND PUMPING TEST				
301	Supply and installation of PVC casting of $\phi 112$ - 125 mm	ml	42		
302	Supply and installation of PVC screen of $\phi 112$ - 125mm with slot openings of $\phi \leq 2$ mm	ml	20		
303	supply and putting in place of a gravel pack of a quartzeous nature and calibrated: (1-2mm) or (2-4mm)	m3	1		
304	putting in place of the borehole cap	u	1		
305	Cleaning and development of the borehole by the air lift method	U	1		
306	Pumping test	U	1		
307	Sampling and physico-chemical Analysis of water from the borehole	U	1		
308	Disinfection of the borehole	U	1		
	SUB TOTAL 300				
400	SUPERSTRUCTURE AND SOLAR PUMP INSTALLATION				
401	Construction of a pump stand followed by "margelle, anti bourbien, regard de visit" etc.	m2	1		
402	Supply and installation of a solar pump for deep well of at least 30m head		1		
403	Supply and installation solar panels with all accessories to generate 24volts DC for water pumping	ls	1		
404	construction of a soak away pit with a concrete slab + a drainage network (made of a buried PVC pipe)	ls	1		

BILL OF QUANTITIES FOR VIP LATRINE BLOCK WITH 6 COMPARTMENTS

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

Activity Schedule

Item no.	Description	Unit	Amount
1	Provisional sums for additional ESHS outcomes.		
	Revegetation around the bridge environment to prevent erosion and loss of flora species.		
	-Sensitization and support to COVID 19 measures and first aids box , face masks, hand sanitizer, disinfectants etc to all stakeholders	LS	
2	Provisional sum for sexual exploitation and abuse (SEA) / gender-based violence (GBV) awareness and sensitization training.	LS	
	Training, awareness, and sensitization on STIs and HIV/AIDS		

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the 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 or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert Name of Contract]* under Invitation for Bids No. *[insert No]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's 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 supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that 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 Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's 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 and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

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*]¹⁰ [*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) has withdrawn 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 Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Employer's 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)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

¹⁰ 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.

Site Organization

[insert Site Organization information]

Mobilization Schedule

[insert Mobilization Schedule]

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

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	

Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Bidder's Qualification

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

Form ELI 1.2 - Party to JV Information Sheet

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

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 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 Sub-Clause 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert 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> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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>

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹¹ for the _____ years required above; and complying with the requirements

¹¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN 3.2 - Average Annual Turnover

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

Annual turnover data (construction only)		
Year	Amount and Currency	US\$ equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>	
*Average Annual Construction Turnover		

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), Sub-Factor 3.2, divided by that same number of years.

Form CCC - Current Contract Commitments / Works in Progress

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

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

Form EXP 4.2(a) - Specific Experience

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

Similar Contract No.		Information		
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$ *	
If member in a JV or sub-contractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP 4.2(b) - Specific Experience in Key Activities

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

Section V - Eligible Countries

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 ITB 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"]*

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 contracts¹². 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;
- 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

¹² 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.

PART 2 Works Requirements

Section VII - Works Requirements

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LOCATION OF WATER POINTS

	Division	Council	Village	Description of location	QTY
lot 1	BOYO	FUNDONG	Ibami Ngwa Abuh	GS ANJANGUM- NGWA	1
		Belo	Ashing	School	1
		BELO	TUMUKU	Anyajua integrated Health Centre	1
		NJINIKOM	Fuanatui	Njinkom HEALTH CENTRES	1
		FONFUKA	FONFUKA	GBS FONFUKA	1
	MENCHUM	Wum	Wum	GS ZONGHOFUH 1	1
		WUM CENTRAL	Kecha	KECHA INTEGRATED HEALTH CENTRE	1
		BENAKUMA	Benakuma	GBPS BUYI BENAKUMA	1
		Zhoa	Gayama	Gayama Antenna office	1
lot 2	BUI	KUMBO	Ntoh	GPS Ntoh	1
		KUMBO	MBVEH	GPS MBVEH	1
		JAKIRI	Kinsenjam	KINSENJAM INTEGRATED HEALTH CENTRE	1
		ELAK-OKU	Oku	HEALTH CENTRE Oku	1
		MBIAME	Kovki	GSS KOVKI	1
		NKOR	Bvugoi	GS DOM	1
	NGOKETUNJIA	NDOP	Bamunka	SCHOOL	1
		NDOP	Bamessing	HEALTH CENTRE	1
		BALIKUMBAT	Balikumbat	Balikumbat medicalized HEALTH CENTRE	1
		BABESSI	Gbogobam Baba i	GS BOGOMBAM	1
lot 3	DONGA MANTUNG	NDU	Ngarbuh	GS NGARBUEH	1
		Ndu	Ntabah	Mbaw/Mbonso Antenna office	1
		NWA	Nwa	GBS Konsen Konser, GS NWA	2
		NKAMBE	Tabenkene/Nkambe	GS Mbebu, GPS kumsa	2
		AKO	AKO	GSS ANDE AND GS ANDE	1
		NKAMBE	NGWANYU	INTEGRATED HEALTH CENTRE NGWANYU	1
		AKO	Dumbo-Berabe	HEALTH CENTRE	1
		MISAJE	Misaje: Chunghe	GHS Chunghe,	1
Lot 4	MOMO	Batibo	Batibo	GS Batibo and GBS Batibo	1
		BATIBO	Njem	HEALTH CENTRE	1

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

The works are divided into two groups:

- Manual work,
- mechanized work.

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

Earthworks

Earthworks consist of:

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

Foundations

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

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

Masonry

Masonry work will consist of:

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

- Q : means high grade concrete

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

SOURCE of materials

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

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

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

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

Materials for Backfilling Excavations

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

- HRB classification A-2-4, A-2-6 or A4 or A6(10);
- They shall be free of organic matter (tolerance 0.5 %);
- Percentage of fines of less than 50 % (sieve 0.08);
- Plasticity Index (PI) less than 15;
- Linear expansion in the CBR mould of less than 0.5 %.

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

CEMENT

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

The following types of cement shall be used:

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

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

Cement bags shall be stored in a place covered and protected from rain. This place shall be equipped with thermometers. Cement for concrete or for mortar having a proportion of cement greater than or equal to 350 kg/m³ may be used after a storage time reduced to five (5) days on condition that it proves satisfactory at the fissuration test.

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

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

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

The Contractor may only use medium and coarse aggregates delivered at least two (2) days in advance: consequently the storage capacity of such aggregates shall be at least equivalent to the greatest amount needed for two (2) days of concrete work. If the concrete program shows periods of concrete work exceeding two consecutive days, the Contractor shall provide additional storage facilities necessary. Aggregates of different categories or gradation classifications shall be stored in batches separated in such a manner that the cleanliness conditions outlined above are ensured.

TESTS TO BE CARRIED OUT ON AGGREGATES

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

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

With at least:

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

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

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

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

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

With at least:

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

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

MIXING WATER

Water used for mixing mortar shall have physical and chemical properties as defined by NFP 18-303. It shall not contain more than two (2) grams of dissolved salts per liter. The presence of

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

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

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

COATINGS FOR HIDDEN FACINGS

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

- either de-acidified tar,
- or hot bitumen,
- or non-acid emulsion of bitumen.

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

PIPES AND ACCESSORIES

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

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

MATERIALS FOR WATERPROOF JOINTS

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

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

METHOD OF CARRYING OUT THE WORKS

Generalities

Security

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

Traffic

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic

Program of carrying out the works

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

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

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

The Contractor shall propose in enough time any additions and modifications which have to be added to this program during the course of the works. In any case, the modifications made to the program for carrying out of the works may only be carried out after the approval of the Engineer. During the course of the work the Contractor shall keep an up-to-date record of the program for carrying out of the works in accordance with the actual work on the site.

Definition of works to be executed

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

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

Execution documents

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

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

The descriptions shall show:

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

Setting out of structures

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

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

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

Clearing

Description of works

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

Method of works execution

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

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

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

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

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

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

Felling of trees

Description of works

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

Method of works execution

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

Felling of large trees,

Description of works

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

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

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

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

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

Backfill of Excavations

The backfill of the excavations shall be stopped at the level of the adjoining ground. The Materials for backfilling shall meet the specifications of 3.2.3.2. above. The Contractor shall use the excavation materials where they conform to the criteria specified above. Top soil and organic materials shall be discarded. In the case of the deficiency of materials, the Contractor shall use borrow pits. Stones whose largest dimensions exceed fifteen (15) centimeters shall be removed from the materials for backfilling the excavations. Backfilling shall only be undertaken when the Engineer has inspected and approved the work. In the case of using sheet piles or other supports during the excavations, they should be removed prior to back filling. The backfill shall be methodically compacted in accordance with paragraph 2 of Article 12 of section 2 of C.C.T.G. They shall be compacted in layers of 20 cm thickness maximum. The capacity required for these backfills shall be 95% of the dry optimum Modified Proctor density. The Contractor shall take measures to humidify or aerate the material so as to obtain the required water content.

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

Foundations

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

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

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

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

Quarries and borrow pits

Considering the exceptional nature of excavations, borrowed backfill shall be necessary. These shall be obtained from laterite quarries. They should meet the requirements of 3.2.3.3 of the present TS. If the quarries and borrow pits proposed by the Contractor prove to be inadequate, or if the quality of the materials is such that the Engineer must refuse them, the Contractor shall make it his business to seek out new quarries near the site. The Contractor may only begin using the quarries

such that by taking mortar in the hand, it forms a soft, moist ball but which does not subside between the fingers. Mortar shall be used immediately after being manufactured. All the mortar which is dried or has begun to set must be rejected and should not be mixed with fresh water.

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

The joints of all external walls of stone masonry, which are visible, shall be pointed carefully such that the works have an aesthetic look. M625 mortar shall be used for pointing, with a cement paste (1:0) finish. Plastering of surfaces in contact with water shall comprise pointing of the mortar joints followed by 1cm thick of spatter dash 1:2 M625. Application of a rendering coat of 2cm thick 1:4 (M300) mix and a setting coat 2cm thick 1:2 M625. The wall is then finished with cement paste.

Concrete

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

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

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

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

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

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

Construction of formwork and scaffolding

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

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

The strengths envisaged above shall be taken as follows:

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

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

The scaffolding should not be subject to deformations exceeding two (2) centimeters in any case.

In order to measure the settlements of the scaffolding and deformations of the moulds, datum marks shall be installed by the Contractor at positions indicated by the Engineer, taking into consideration the deformation of the forms and scaffolding.

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

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

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

Inner surfaces of form moulds

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

between locations where vibrators should be applied for internal, surface or external vibration. For each tool, the period of application at each location shall be specified. The equipment shall be approved by the Engineer. The Contractor shall ensure that the implementation and supervision of the vibration is undertaken by adequate and competent personnel. The Contractor shall avoid excess vibration.

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

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

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

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

- continuous watering of the forms of elements freshly poured;
- the protection of exposed faces using netting or sucking which is maintained moist ;
- the spraying of a protective film (curing membrane) on exposed faces;
- etc.

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

Treatment of facings

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

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

Rough stone masonry

Stones shall be heavily watered on-the-job so as to be moist at the time of construction. The masonry shall be watered lightly but frequently so as to prevent too rapid drying. It shall be preserved from drying by all necessary means. These protective measures shall be taken thoroughly especially in the case of interruptions. When new masonry is built on old masonry, the adjoining surface shall be cleaned, watered and where necessary washed and repaired. Before use, mortar shall be place on mortar troughs or wooden, metallic or plastic areas and not on masonry. These areas shall be protected. It shall be forbidden to soften the mortar by adding water. When the Contractor is authorized either to place materials on fresh masonry or for workmen or wheel barrows to pass over it, necessary precautions shall be taken so as to prevent disturbance of the

26.8 x 32	2.4	2.6	2.9	32	10	6
33.6 x 40	3.0	3.2	3.5	40	10	6
42 x 50	3.7	4.0	4.3	50	10	6
53 x 63	4.7	5.0	5.4	63	10	6
66.6 x 75	3.8	4.2	4.5	75	10	6
63.2 x 75	5.5	5.9	6.3	75	10	6
80.6 x 90	4.3	4.7	5.0	90	10	6
98.8 x 110		5.6			10	6
143.2 x 160		7.4			10	6
179 x 200		10.5			10	6
224.2 x 250		12.9			10	6

TolerancesOvalization : $\pm 1\text{mm}$ Length of pipe : $\pm 1\% \Rightarrow \pm 6\text{cm}$ Socket length : $\pm 0.6\text{ mm}$ **Control tests for pipes****a) Length**

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

b) External diameter

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

c) Thickness

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

Table B: Thickness verification

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

Construction methods

The soil in the bottom of the trench shall be lightly scarified before placing the pipe or other elements. During transport, storage, and assembling of piping elements care shall be taken to avoid soil and other contamination from entering the system.

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

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

Only skilled plumbers shall be employed on any plumbing work.

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

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

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

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

PROTECTION OF THE ENVIRONEMENT**Site installation**

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

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

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

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

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

Environmental, social, health and safety requirements

Bidders should integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), COVID-19 prevention measures, HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programming, and activities of the parties involved in the execution of the Works. IsDB may prescribe additional issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The Environmental, Social, Health and Safety activities will be implemented throughout the construction phase and the Project will closely monitor compliance on ESHS requirements with the aim of continuously improving processes and activities implementation.

For the purpose of the ESHSS policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.

As a minimum, the policy is set out to the commitments to:

1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts.
2. provide and maintain a healthy and safe work environment and safe systems of work;
3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable.
4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory.
5. be intolerant of and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment.
6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works.
7. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities.
8. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people.
9. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation and protects whistle blowers.
10. minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works.

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

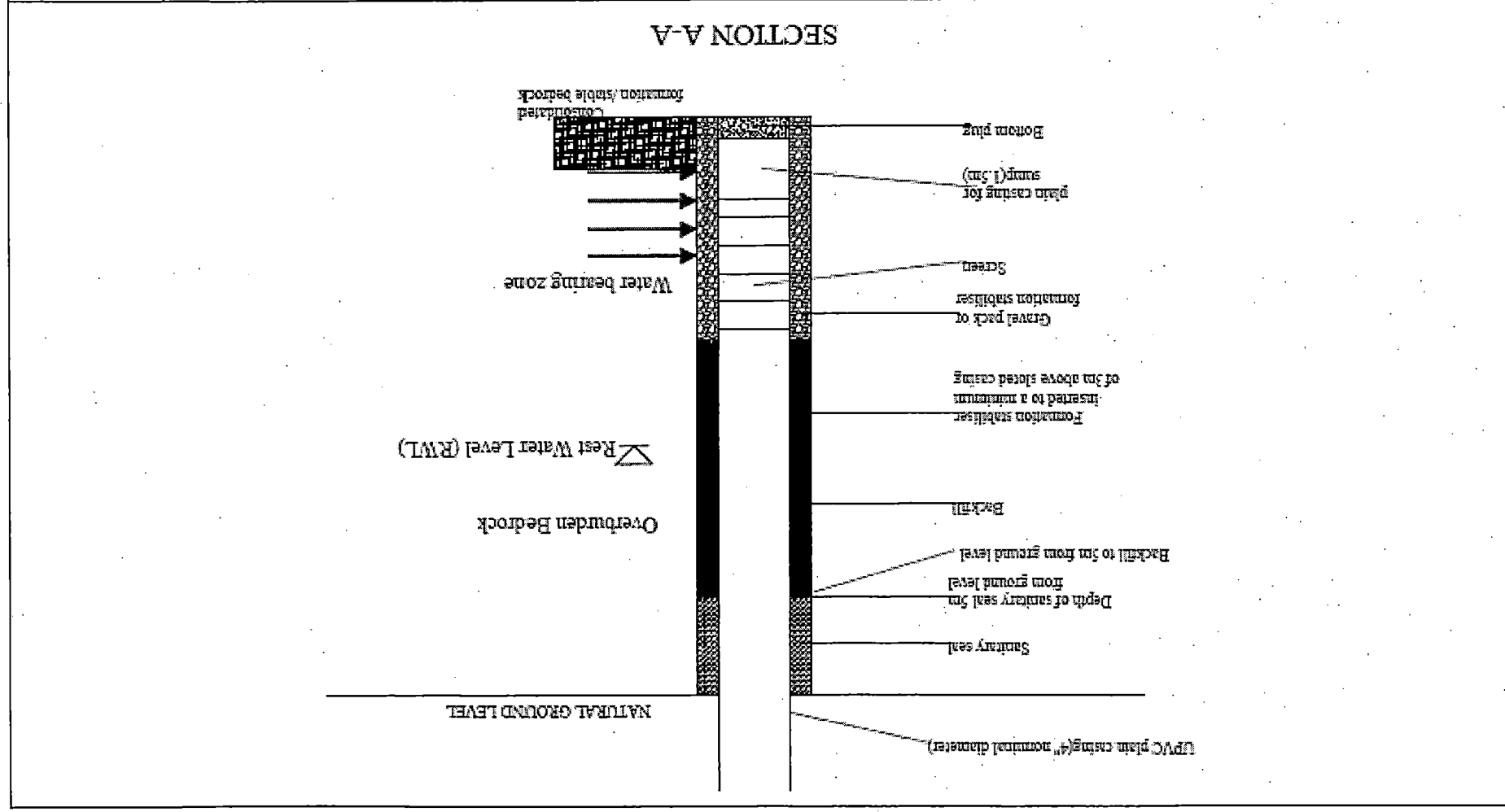
MINIMUM CONTENT OF ESHS REQUIREMENTS

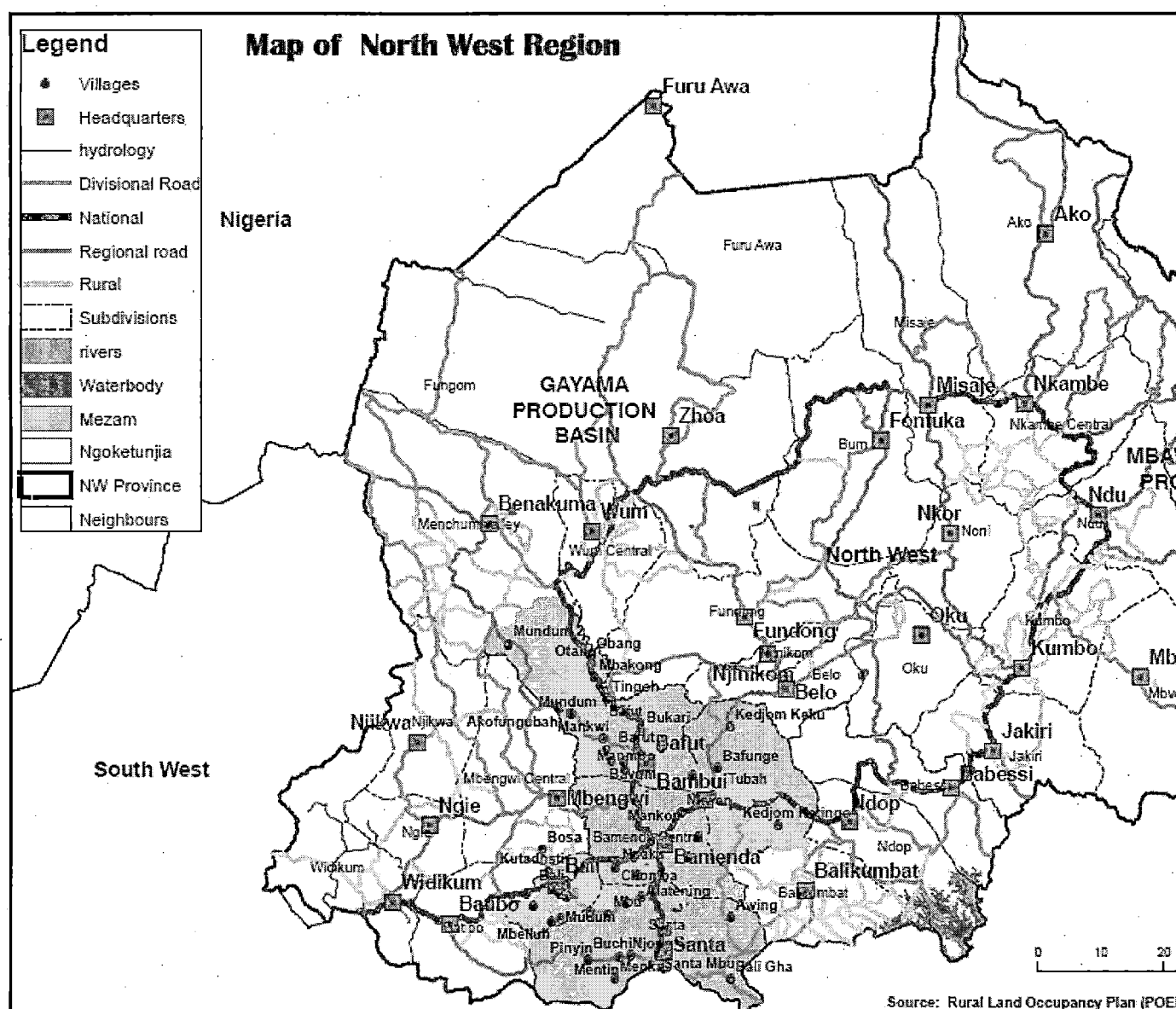
1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

Drawings

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





PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

- (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 4. Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation** 5.1 Otherwise specified in the **PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the PCC shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

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

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

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

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

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data referred to in the PCC, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

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

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

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

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

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and

case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC**.

B. Time Control

25. Program

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

Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

C. Quality Control

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

D. Cost Control

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

change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

37.7 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) accelerate the contract completion period; or
- (b) reduce the Contract Price or the life cycle costs to the Employer; or
- (c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yield any other benefits to the Employer,

without compromising the functionality of the Works.

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.

38. Cash Flow Forecasts

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

41. Compensation Events**41.1** The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If

deemed to take account of all changes in cost due to fluctuations in costs.

45. Retention

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

45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

46. Liquidated Damages

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

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

47. Bonus

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

48. Advance Payment

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

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

complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

55. Operating and Maintenance Manuals

55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

56. Termination

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in Fraud and Corruption, as defined in paragraph (a) of the Appendix to the GC in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

**61. Suspension
of IsDB
Financing**

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

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

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 procedures¹⁷, 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.

¹⁷ 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.

Section IX - Particular Conditions of Contract

A. General					
GCC 1.1 (d)	The financing institution is: <i>Islamic Development Bank</i>				
GCC 1.1 (s)	The Employer is MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT / GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT(GP-IRDP) AYABA STREET, OPPOSITE MANSFIELD PLAZA HOTEL P.O BOX 1116 BAMENDA, TEL: (+237) 233 36 10 07, FAX: (+237) 233 36 16 65.				
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be Six (6) months for each lot from date of notification of service order to start				
GCC 1.1 (y)	The Project Manager is Integrated Engineering Associate (IEA) Cameroon Contract Engineer: Project Infrastructure Engineer				
GCC 1.1 (aa)	The Sites are located as indicated in the table below				
	lot 1	BOYO	FUNDONG	Ibami Ngwa Abuh	GS ANJANGUM- NGWA
			Belo	Ashing	School
			BELO	TUMUKU	Anyajua integrated Health Centre
			NJINIKOM	Fuanatui	Njinkom HEALTH CENTRES
			FONFUKA	FONFUKA	GBS FONFUKA
		MENCHUM	Wum	Wum	GS ZONGHOFUH 1
			WUM CENTRAL	Kecha	KECHA INTEGRATED HEALTH CENTRE
			BENAKUMA	Benakuma	GBPS BUYI BENAKUMA
			Zhoa	Gayama	Gayama Antenna office
			lot 2	BUI	KUMBO
	KUMBO	MBVEH			GPS MBVEH
	JAKIRI	Kinsensam			KINSEJAM INTEGRATED HEALTH CENTRE
	ELAK-OKU	Oku			HEALTH CENTRE Oku
	MBIAME	Kovki			GSS KOVKI
	NKOR	Bvugoi			GS DOM
	NGOKETUNJIA	NDOP		Bamunka	SCHOOL
		NDOP		Bamessing	HEALTH CENTRE
		BALIKUMB AT		Balikumbat	Balikumbat medicalized HEALTH CENTRE
		BABESSI		Gbogobam Baba i	GS BOGOMBAM
	lot 3	DONGA MANTUNG	NDU	Ngarbuh	GS NGARBUH
			Ndu	Ntabah	Mbaw/Mbonso Antenna office
			NWA	Nwa	GBS Konsen Konser, GS NWA
			NKAMBE	Tabenkene/ Nkambe	GS Mbebu, GPS kumsa
			AKO	AKO	GSS ANDE AND GS ANDE
NKAMBE			NGWANY U	INTEGRATED HEALTH CENTRE NGWANYU	

GCC 8.1	Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p><i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]</i></p>
GCC 9.2	<p>Code of Conduct (ESHS)</p> <p>The following is inserted at the end of GCC 9.2:</p> <p>"The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse, illicit activity or crime)."</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: 105% of contract amount (b) For loss or damage to Equipment: 105% of contract amount (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 105% of contract amount (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: 5,000,000FCFA (ii) of other people: 5,000,000FCFA.
GCC 14.1	Site Data are: Site layout plans, Block plan and various building drawings
GCC 16.1 (add new 16.2)	<p>ESHS Management Strategies and Implementation Plans</p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>"16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing</p>

	(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.
GCC 25.3	The period between Program updates is monthly . The amount to be withheld for late submission of an updated Program is 25,000FCFA for every day delayed .
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 12 months .
D. Cost Control	
GCC 37.2	At the end of 37.2 add after the first sentence: "The Contractor shall also provide information of any ESHS risks and impacts of the Variation."
GCC 37.7	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be 50 % of the reduction in the Contract Price.
GCC 37.7	In the first paragraph insert new sub-paragraph (d): "(d) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;"
GCC 39	Add new GCC 39.7: 39.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any ESHS obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;

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

- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
- iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. *training:*
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
- j. *environmental and social supervision:*
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.); highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic and vehicles/equipment:*

covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

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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[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).

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Bid
 - (c) the Addenda Nos [insert addenda numbers if any].....
 - (d) the Particular Conditions
 - (e) the General Conditions;
 - (f) the Specification
 - (g) the Drawings; and
 - (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
 - i. the ESHS Management Strategies and Implementation Plans; and
 - ii. Code of Conduct (ESHS)
 3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [Name of the Beneficiary country]..... on the day, month and year indicated above.

Performance Security

Option 1: (Demand Guarantee)

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

Beneficiary: [Name and Address of Employer]

Date:

Performance Guarantee No.:

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

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

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

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

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

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

Note –

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

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

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

Option 2: Performance Bond

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

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

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

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

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

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

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

Advance Payment Security

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

Beneficiary: [Name and Address of Employer]
Date:
Advance Payment Guarantee No.:

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

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

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

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

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

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

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

Note –

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

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

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

Retention Money Security

Demand Guarantee

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

RETENTION MONEY GUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

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

Annex: IsDB Group AML/CFT & KYC Questionnaire

IsDB Group¹ AML & KYC Questionnaire (Non-Financial Institutions)

The following questions are intended to assist the Members of the Islamic Development Bank Group (*hereinafter referred to as "IDBG"*) in their respective customers due diligence. It seeks to collate and document information on the Anti-Money Laundering & Financing of Terrorism Policies & Procedures

1.2.4 Is your institution publicly traded?

Yes

☐☐☐

No

NA If your answer is "Yes," please list Exchange & Symbol of your institution.

1.2.5 Does your Entity have branches or subsidiaries? If so, does this questionnaire apply also to your Branches/subsidiaries?

1.2.6 Have there been any significant changes in ownership (exceeding 25%) over the last five years? If yes, please provide details.

2. Anti-Money Laundering & Financing Terrorism Controls (AML/CFT)

I. General AML Policies, Practices and Procedures	YES	NO	N/A
1. Are there laws / regulations designed to prevent and deal with money laundering and terrorist financing in the country of incorporation of your company or institution? If yes, please list the names of the relevant laws:			
2. Has your institution developed written policies and procedures to prevent detect and report suspicious transactions/terrorist financing activities?			
3. Does your AML/CFT policy meet the requirement of local laws and the FATF standards?			
4. Does these laws and regulations prohibit your institution from conducting business with or on behalf shell companies.			
5. Is your AML/CFT policy approved by the board of your institution or by a senior committee?			
6. Does your policy require you to identify the source of your customers' funds or income?			
7. Does your institution collect information regarding its customers' business activities and assess its customers' AML policies or practices?			
8. Is your institution subject to the supervision of any regulatory authority? If yes, please give the name of the supervisory/regulatory authority.			
9. Please give the name of the authority to which you must report in case of a suspicion of money laundering and terrorist financing:			
10. In addition to inspections by the government supervisors/regulators, does your institution have an internal audit function or other independent third party that assesses AML policies and practices on a regular basis?			
11. Does your Entity have an established Anti-bribery and corruption Policy (If yes, please provide a copy)			

<ul style="list-style-type: none"> • Examples of different forms of money laundering involving the institution's products and services. • International, national, and internal policies to prevent money laundering. If yes, how frequent are these trainings? 			
24 Does your institution retain records of its training sessions including attendance records and relevant training materials used?			
25. Does your institution have policies to communicate new AML/CTF/Sanctions & Embargoes related laws or changes to existing AML/CTF/Sanctions & Embargoes related policies or practices to relevant			
26. Does your Institution employ third parties to carry out some of the AML/CFT/ Sanctions & Embargoes functions of the institution? If YES Kindly answer below question.			
VI. Additional Information/documents			
Please attach the following documents along with this form: <ul style="list-style-type: none"> - License /Certificate of Registration; - By-law / Articles of Association. - AML / CFT / KYC Policy / Guidelines; - List of Shareholders / owners and their respective shareholding percentage - List of Board of Directors (or Trustees) including their nationalities & shareholders they represent - List of Management Team indicating their respective positions and the number of years of service. 			

I hereby confirm that the statements given above are true and correct. I also confirm that I am authorized to complete this document.

Name : _____

Signature : _____

Title : _____

Date : _____

Official Seal

(P.S. Please ensure that this form is fully filled, duly signed and stamped in order to complete the required onboarding processes).