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## RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)

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# Bidding Document for Procurement of Goods and Related Services

## INTERNATIONAL COMPETITIVE BIDDING LIMITED TO MEMBER COUNTRIES (ICB/MC)

Procurement of:	<b>PRODUCTION AND POSTHARVEST EQUIPMENT IN TWO LOTS</b>
ICB/MC No.	<b>ISDB-A-2.3/009/2025/ICB-MC/STB/RVCDP</b>
Project:	<b>RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</b>
Purchaser:	<b>MINISTRY OF AGRICULTURE THROUGH THE PROJECT MANAGEMENT UNIT (PMU) OF RVCDP</b>
Country:	<b>REPUBLIC OF CAMEROON</b>
Issued on:	<b>03/04/2025</b>

# Foreword

This Standard Bidding Document for Procurement of Goods and Related Services has been prepared by the Islamic Development Bank. It is based on the harmonized Master Bidding Document for Procurement of Goods, prepared by the participating Multilateral Development Banks and International Financing Institutions.

The Standard Bidding Document for Procurement of Goods and Related Services reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Islamic Development Bank have required a change.

# Preface

This Standard Bidding Document for Procurement of Goods and Related Services has been prepared for use in contracts financed by the Islamic Development Bank (IsDB) to be used for the procurement of goods through International Competitive Bidding (ICB) and/or International Competitive Bidding limited to IDB member countries (ICB/MC) in the projects that are financed in whole or in part by the Islamic Development Bank. They are consistent with the Guidelines for Procurement of Goods, Works and Related Services under Islamic Development Bank Project Financing, April 2019 revised 2023.

Those wishing to submit comments or questions on these Bidding Documents or to obtain additional information on procurement under Islamic Development Bank financed projects are encouraged to contact:

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# Summary Description

## Summary

### PART 1 – BIDDING PROCEDURES

#### Section I. Instructions to Bidders (ITB)

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

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

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

#### Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Bid offering the most Value for Money. 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.

#### Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted completed by the Bidder and submitted as part of his Bid.

#### Section V. Eligible Countries

This Section contains information regarding eligible countries.

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

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

### PART 2 – SUPPLY REQUIREMENTS

#### Section VII. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

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

#### Section VIII. General Conditions of Contract (GCC)

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

**Section IX. Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Purchaser.

**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.

**Attachment: Invitation for Bids**

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

# **Bidding Document for Procurement of Goods and Related Services**

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TO MEMBER COUNTRIES (ICB/MC)**

Procurement of:	<b>PRODUCTION AND POSTHARVEST EQUIPMENT IN TWO LOTS</b>
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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 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) or International Competitive Bidding among member countries (ICB/MC) process are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) “day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary’s official public holidays.
2. **Source of Funds**
  - 2.1 The Beneficiary or Recipient (hereinafter called “Beneficiary”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the Islamic Development Bank (hereinafter called “IsDB”) in an amount **specified in BDS**, toward the project named **in BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
  - 2.2 Payment by IsDB will be made only at the request of the Beneficiary and upon approval by IsDB in accordance with the terms and conditions of the Financing Agreement. The Financing Agreement prohibits a withdrawal from the Financing/Loan/Grants (or other 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 to permit IsDB to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by IsDB.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
  - (f) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Beneficiary for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Beneficiary (or of the project

implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to IsDB throughout the procurement process and execution of the contract

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, 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 may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related services.
- 4.5 A Bidder that has been sanctioned by IsDB in accordance with the above ITB 3.1, including in accordance with the Guidelines for Procurement of Goods, Works and Related Services under IsDB Project Financing (“Procurement Guidelines”), shall be ineligible to be prequalified for, bid for, or be awarded a IsDB-financed contract or benefit from a 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 Purchaser’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 Purchaser. 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 Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country, provided that IsDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10. Successful bidders, i.e. Prequalified Contractors, shall be reviewed and subject to onboarding Customer Due Diligence. Only bidders presenting satisfactory Compliance Due Diligence shall be qualified to pursue the selection process and to complete the attached IsDB AML/CFT /KYC Questionnaire/Form for further Compliance Due Diligence in accordance with IsDB Policy on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT) and Know Your Customer (KYC) approved on 19/12/2019 through BED Resolution IsDB/BED/15/12/019/(333)/80.

#### Definitions:

**“Compliance Policy”:** IsDB Policy on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT) and Know Your Customer (KYC) approved on 19/12/2019 through BED Resolution IsDB/BED/15/12/019/(333)/80.

**“Customer Due Diligence (CDD) / Compliance Due Diligence”:** means an onboarding process of conducting research, analysis and review aimed at knowing the customer (Know Your Customer/KYC) and understanding risks - including but not limited to Money Laundering/Terrorist Financing (ML/TF), tax evasion, sanctions, crime, integrity - dealing with the customer may pose, in accordance with IsDB Compliance Policy.

**“Money laundering”:** means acquisition, possession, use or conversion or transfer proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property, as defined in the IsDB Compliance Policy.

**“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 Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by IsDB may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## B. Contents of Bidding Document

## 6. Sections of Bidding Document

- 6.1 The Bidding Documents 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. Bidding 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 Supply Requirements

- Section VII. Schedule of Requirements

### PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- 6.2 The Specific Procurement Notice issued by the Purchaser is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to

requests for clarification, the Minutes of the pre-Bid conference (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

**7. Clarification of Bidding Documents**

- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser'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 Purchaser 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 Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, 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 into 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 in accordance with ITB 12;
- (b) completed schedules , in accordance with ITB 12 and 14
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) any other document **required in the BDS**.

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

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

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

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts 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. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

**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**. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS**.

15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

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

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that

the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

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

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
  - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of  
Validity of Bids**

- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.

- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
  - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days 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 Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB45; or
  - (ii) furnish a performance security in accordance with ITB 46.

19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members 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, 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 ineligible to be awarded a contract by the Purchaser 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 them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

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

- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

### **D. Submission and Opening of Bids**

#### **21. Sealing and Marking of Bids**

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked "COPIES", all required copies of the Bid; and,
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - i. in an envelope marked "ORIGINAL -ALTERNATIVE", the alternative Bid; and
    - ii. in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.
- 21.2. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 22.1;
  - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

#### **22. Deadline for Submission of Bids**

- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 23. Late Bids**
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser 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 (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies ). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
  - (b) received by the Purchaser 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 as in the cases specified in ITB 23 and 24.2, the Purchaser 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 22.1, 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. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. 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 substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid

authorization to request the substitution and is read out at bid opening.

- 25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5. Next, all other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
- 25.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS.**
- 25.7. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).
- 25.8. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum:
  - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
  - (c) any alternative bids; and
  - (d) the presence or absence of a Bid Security, if one was required.
- 25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

#### **26. Confidentiality**

- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation 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

Purchaser on any matter related to the bidding process, it should do so in writing.

**27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, 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 Purchaser 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 Purchaser'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 Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents

**29. Determination of Responsiveness**

- 29.1 The Purchaser'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 Documents 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 Goods and Related Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

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

29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **30. Nonconformities, Errors and Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

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

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

### **31. Correction of Arithmetical Errors**

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

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

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.
- 33. Margin of Preference** 33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids** 34.1 The Purchaser 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 Purchaser 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.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
  - (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) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

### **35. Comparison of Bids**

35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Beneficiary's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

### **36. Abnormally Low Bids**

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

- 37. Qualification of the Bidder**
- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 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. 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.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Purchaser 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.
- 39. Standstill Period**
- 39.1 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 44. The Standstill Period commences the day after the date the Purchaser 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.
- 40. Notification of Intention to Award**
- 40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
  - (e) the expiry date of the Standstill Period;
  - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## F. Award of Contract

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| <b>41. Award Criteria</b>  | <p>41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder 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:</p> <ul style="list-style-type: none"> <li>(a) substantially responsive to the bidding document; and</li> <li>(b) the lowest evaluated cost.</li> </ul>  |
| <b>42. Purchaser's Right to Vary Quantities at Time of Award</b> | <p>42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b>, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p>   |
| <b>43. Notification of Award</b>                                 | <p>43.1 Prior to the expiration of the Bid validity period and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").</p> <p>43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Purchaser;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;</li> <li>(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and</li> <li>(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.</li> </ul> <p>43.3 The Purchaser shall publish the Contract Award Notice in UNDB online or Dg Market website in addition to IsDB's external website and on the Purchaser's website if available.</p> <p>43.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> |

**44. Debriefing by the Purchaser**

- 44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser 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 Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period
- 44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser 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.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

**45. Signing of Contract**

- 45.1 Promptly after notification, the Purchaser shall send the successful Bidder the Letter of Acceptance including the Contract Agreement.
- 45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of IsDB that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**46. Performance Security**

- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the

GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the Bid with the next Most Value for Money.

**47. Procurement  
Related  
Complaint**

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

## Section II. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General				
ITB 1.1	The reference number of the Invitation for Bids is: <b>015/2025//RVCDP/PS/B/19/01</b>				
ITB 1.1	The Purchaser is: <b>MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT (MINADER) THROUGH THE PROJECT MANAGEMENT UNITS OF RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</b>				
ITB 1.1	The name of the ICB/MC is: <b>INTERNATIONAL COMPETITIVE BIDDING LIMITED TO MEMBER COUNTRIES FOR THE PROCUREMENT OF PRODUCTION AND POSTHARVEST EQUIPMENT IN TWO LOTS</b> The identification number of the ICB/MC is: <b>ISDB-A-2.3/009/2025/ICB-MC/STB/RVCDP</b> The number and identification of lots (contracts) comprising this ICB/MC is:				
	LOT	DESCRIPTION	Final Destination	Earliest Delivery schedule	latest Delivery schedule
	LOT 1	SUPPLY OF PRODUCTION EQUIPMENT	RVCDP Head Office Bamenda, Northwest Region, Cameroon	8 months from date of notification to commence supply services	12 months from date of notification to commence supply services
	LOT 2:	SUPPLY OF POSTHARVEST EQUIPMENT	RVCDP Head Office Bamenda, Northwest Region, Cameroon	8 months from date of notification to commence supply services	12 months from date of notification to commence supply services
	<b><i>Bidders can bid for more than 01 lot but can be attributed more than one lot only on the condition the bidder has fulfilled the financial and experience criteria for the lots grouped together.</i></b>				
ITB 2.1	The Beneficiary is: <b>The Government of Cameroon</b>				
ITB 2.1	Financing Agreement amount: <b>64.45 million Euros</b>				
ITB 2.1	The name of the Project is: <b>RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</b>				

<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <b>Number not limited</b>
<b>IITB 4.4</b>	A list of debarred firms and individuals is available on IsDB's external website: <a href="http://www.isdb.org">http://www.isdb.org</a>
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p><b>RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</b></p> <p>Attention: <b>Muluh Gregory Nguh, National Coordinator</b></p> <p>Address: <b>P. O Box 1116 Bamenda, Ayaba Street adjacent Finance building</b></p> <p>Floor/ Room number: <b>Coordinator's secretariate</b></p> <p>City: <b>Bamenda, Northwest Region</b></p> <p>ZIP Code: N/A</p> <p>Country: <b>Cameroon</b></p> <p>Telephone: <b>(+237) 233 36 10 07 / 69910 3000</b></p> <p>Facsimile number: <b>+237 233 36 16 65</b></p> <p>Electronic mail address: <a href="mailto:muluhgn@yahoo.com">muluhgn@yahoo.com</a>, <a href="mailto:info@rvcdp.org">info@rvcdp.org</a></p> <p>Requests for clarification should be received by the Purchaser no later than: <b>fifteen (15) days prior to the deadline for submission of bids</b></p>
<b>ITB 7.1</b>	Web page: <a href="http://www.rvcdp.org">www.rvcdp.org</a>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	<p>The language of the bid is: <b>ENGLISH.</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English.</b></p>
<b>ITB 11.1 (j)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> <li><b>Attestation of domiciliation of bank account</b></li> <li><b>Filled IsDB Group AML/CFT &amp; KYC Questionnaire including annexes.</b></li> <li><b>Receipt of purchase of bidding document</b></li> </ol>
<b>ITB 13.1</b>	Alternative Bids <b>shall not be</b> considered.
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
<b>ITB 14.6</b>	<p>Prices quoted for each lot (contract) shall correspond at least <b>to 100</b> percent of the items specified for each lot (contract).</p> <p>Prices quoted for each item of a lot shall correspond at least to <b>100</b> percent of the quantities specified for this item of a lot.</p>
<b>ITB 14.7</b>	The Incoterms edition is: <b>Incoterms 2020 edition</b>

<b>ITB 14.8</b> <b>(b) (i)</b> <b>and (c)</b> <b>(v)</b>	Place of Destination: <b>Head office, RVCDP, Bamenda, Northwest Region</b>
<b>ITB 14.8</b> <b>(a)</b> <b>(iii);(b)(ii)</b> <b>) and</b> <b>(c)(v)</b>	“Final destination (Project Site)”: <b>Head office, RVCDP, Bamenda, Northwest Region</b>
<b>ITB 15.1</b>	The prices shall be quoted by the bidder in: <b>Francs CFA.</b>  The Bidder <b>is</b> required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 2 years
<b>ITB 17.2</b> <b>(a)</b>	Manufacturer’s authorization is: <b><i>required</i></b>
<b>ITB 17.2</b> <b>(b)</b>	After sales service is: <b><i>required</i></b>
<b>ITB 18.1</b>	The bid validity period shall be <b>120 days counting as from the date of opening of bids.</b>
<b>ITB 18.3</b> <b>(a)</b>	The bid price shall be adjusted by the following factor(s): <b>NOT APPLICABLE</b>
<b>ITB 19.1</b>	A Bid Security shall be required.  If a bid security shall be required, the amount and currency of the bid security shall be:  <b>Lot 1: 27,000,000 FCFA, and Lot 2: 25,400,000FCFA</b>  <b>Note:</b> 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.
<b>ITB 19.3</b> <b>(d)</b>	Other types of acceptable securities: <b><u>None</u></b>
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b><i>three (3) copies</i></b>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:  <b>Power of Attorney</b> to demonstrate the authority of the signatory to sign the Bid
	<b>D. Submission and Opening of Bids</b>

ITB 22.1	<p>For <b><u>bid submission purposes</u></b> only, the Purchaser's address is: [ <b>RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</b></p> <p>Attention: <b>Muluh Gregory Nguh, National Coordinator</b></p> <p>Address: <b>P. O Box 1116 Bamenda, Ayaba Street adjacent Finance building</b></p> <p>Floor/ Room number: <b>1<sup>st</sup> Floor/Procurement Office</b></p> <p>City: <b>Bamenda, Northwest Region</b></p> <p>ZIP Code: N/A</p> <p>Country: <b>_ Cameroon</b></p> <p><b>The deadline for bid submission is:</b></p> <p>Date: <b>16/05/2025</b></p> <p>Time: <b>12:00 noon. local time</b></p> <p>Bidders <b>shall not</b> have the option of submitting their bids electronically.</p> <p>If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <b>NOT APPLICABLE</b></p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p><b>RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</b></p> <p>Address: <b>P. O Box 1116 Bamenda, Ayaba Street adjacent Finance building</b></p> <p>Floor/ Room number: <b>1<sup>st</sup> Floor/VIDEO Room</b></p> <p>City: <b>Bamenda, Northwest Region</b></p> <p>Country: <b>_ Cameroon</b></p> <p>Date: <b>16/05/2025</b></p> <p>Time: <b>Immediately after the latest time of submissions of Bid 12:00 noon local time</b></p> <p>If bidders have the option of submitting their bids electronically, the electronic bidding opening procedures shall be: <b>NOT APPLICABLE</b></p>
ITB 25.6	<p>The Letter of Bid and Price Schedules shall be initialed by one (01) representative of the Purchaser conducting Bid opening. <b>Each page of the original Bid shall be initialed by the President of the Special Tender Board (STB) of the RVCDP and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 30.3	<p>The adjustment shall be based on the <b>average</b> 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 Purchaser shall use its best estimate.</p>
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Francs CFA.</b></p> <p>The source of exchange rate shall be: <b>The Bank of Central African States (BEAC)</b></p> <p>The date for the exchange rate shall be: <b>Date of opening of bids i.e. 16<sup>th</sup> December 2023</b></p>

<b>ITB 33.1</b>	<p>A margin of MC preference <i>shall not</i> apply.</p> <p>If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.</p>
<b>ITB 34.2(a)</b>	<p>Evaluation will be done for... <i>Lots(contracts)]</i></p> <p>Note:</p> <p><b>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</b></p>
<b>ITB 34.6</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule: <b>YES.</b></li> <li>(b) Deviation in payment schedule: <b>No.</b></li> <li>(c) the cost of major replacement components, mandatory spare parts, and service <b>Yes</b></li> <li>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid <b>Yes</b></li> <li>(e) Life cycle costs: the costs during the life of the goods or equipment <b>NO</b></li> <li>(f) the performance and productivity of the equipment offered; <b>NO,</b></li> </ul>
	<b>F. Award of Contract</b>
<b>ITB 42</b>	<p>The maximum percentage by which quantities may be increased is: <b>15 percent</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>15 percent</b></p>

<b>ITB 47.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement <a href="#">Guidelines</a> (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><b>For the attention:</b> <i>Muluh Gregory Nguh</i></p> <p><b>Title/position:</b> <i>National Project Coordinator</i></p> <p><b>Purchaser:</b> <i>MINADER through PMU RVCDP</i></p> <p><b>Email address:</b> <a href="mailto:muluhgn@yahoo.com">muluhgn@yahoo.com</a>, <a href="mailto:info@rvcdp.org">info@rvcdp.org</a></p> <p><b>Fax number:</b> : +237 233 36 16 65</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Bidding Documents; and</li><li>2. the Purchaser’s decision to award the contract.</li></ol>
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## Section III. Evaluation and Qualification Criteria

*This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.*

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### 1. Margin of Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in an MC for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in an MC, for which (i) labor, raw materials, and components from within an MC account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in an MC.
- (c) **Group C:** Bids offering Goods manufactured outside an MC that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected.

### Bid offering the Most Value for Money

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Bid with the Most Value for Money. The Bid with 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.

## 2. Evaluation (ITB 34)

### 2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of **0.8% of bid price for every additional day**, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

- (b) Deviation in payment schedule. **NOT APPLICABLE**
- (c) Cost of major replacement components, mandatory spare parts, and service.
  - (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Life Cycle Costs; **NOT APPLICABLE**
- (f) Performance and productivity of the equipment. **NOT APPLICABLE**
- (g) Specific additional criteria: **NOT APPLICABLE**

### 2.2. Multiple Contracts (ITB 34.4)

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;

- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser

## 2.3. Alternative Bids (ITB 13.1) NOT APPLICABLE

## 3. Qualification (ITB 36)

### 3.1 Post qualification Requirements (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) If Bidder is the manufacturer :

- (i) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

1. **Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last five (5) years, namely years 2018, 2019, 2020, 2021, 2022** shall be submitted demonstrating the current soundness of the Bidder's financial position and availability of adequate financial resources to perform the contract. In case of JV, each member of the JV shall furnish its own financial statement as required above.
2. **The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:**(i) **the following cash-flow requirement: Lot 1: = 450 million FCFA and Lot 2: = 424 million FCFA and (ii) the overall cash flow requirements for this contract and its current works commitment. For multiple contracts, minimum requirement will be the sum of the Cash-flow requirement for each of the lots put together for which the bidder applied for and had qualified.**
3. **Minimum average annual turnover of lot 1 = 2.7 billion FCFA lot 2 = 2.54 billion FCFA, calculated as total certified payments received for contracts in progress or completed, within the last Five (5) years. For multiple lots, minimum requirement will be the sum of the Minimum average annual turnover for each of the lots put together for which the bidder applied for and qualified.** If the average annual turnover amount is less than the required turnover amount for all the lots for which the Bidder is successful, limitation will be placed on the number of lots that will be awarded to the Bidder and Purchaser will decide which lot or lots will be awarded based on the most economical combination that will result in the lowest evaluated cost to the Purchaser for all the lots. In case the Bidder is a JV, average annual turnover of all members to the JV shall be added to determine the turnover of the Bidder

- (ii) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- 1. The Bidder shall be manufacturing similar Goods since Jan. 1, 2016**
- 2. Experience as Supplier, in at least 1 contracts within the last 6 years, each with a value of at least Lot 1: = 1.08 billion FCFA , Lot 2: = 1.02 billion FCFA that have been successfully or are substantially completed and that are similar to the proposed Goods and Related Services. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section IV, Bidding Forms.**

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

**The Bidder shall furnish documentary evidence satisfactory to the Purchaser to demonstrate that similar Goods as offered in the Bid have been in successful use or operation since Jan. 1, 2016 If the Bidder is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV**

(b) If Bidder is not the manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least 1 contract **each with a value of at least Lot 1: = 1.08 billion Lot 2: = 1.02billion FFCA** of similar goods in the past 10 years



## **Section IV. Bidding Forms**

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## Letter of Bid

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

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

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

Date: **[insert date (as day, month and year) of Bid Submission]**

ICB/MC No.: **[insert number of bidding process]**

Invitation for Bid No.: **[insert identification]**

Alternative No.: **[insert identification No if this is a Bid for an alternative]**

To: **[insert complete name of Purchaser]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)\_\_\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert a brief description of the Goods and Related Services]**;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]**;

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]**;

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]**;

- (f) The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: **[Specify in detail each discount offered.]**
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts]**;
- (g) Our bid shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

- (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 Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (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 notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (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

Name of the Bidder\* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

<sup>1</sup> Bidder to use as appropriate

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB/MC No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not dependent agency of the Purchaser</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB/MC No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)  Currencies in accordance with ITB 15							Date: _____ ICB/MC No: _____  Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported\*

(Group C bids, Goods already imported)  Currencies in accordance with ITB 15										Date: _____ ICB/MC No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert price per line item for inland transportation and other services required in the Purchaser's country]	[insert sales and other taxes payable per item if Contract is awarded]	[insert total price per line item]
Total Bid Price											

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

\* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____					(Group A and B bids)  Currencies in accordance with ITB 15			Date: _____ ICB/MC No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15					Date: _____ ICB/MC No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Form of Bid Security

### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**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, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids 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 \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying **first demand**, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the 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 issued to the Beneficiary in relation to such contract agreement; or (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 end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

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

## 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 Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*<sup>2</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply 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 Purchaser 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, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety **irrevocably and unconditionally** undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s **first written demand**, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

<sup>2</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

## Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB/MC No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

## 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, April 2019 revised 2023, 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: **none.**

Under ITB 4.8(b) and 5.1: **none**



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

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, April 2019 revised 2023

### **Fraud and Corruption:**

1.39 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts<sup>3</sup>. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
  - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.
- b) will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- 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

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<sup>3</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

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implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;

- d) will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures<sup>4</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
  - i. to be awarded a IsDB-financed contract; and
  - ii. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
- e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

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<sup>4</sup> A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding.

## **PART 2 – Supply Requirements**



## Section VII. Schedule of Requirements

### Contents

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## Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

## LOT 1: SUPPLY OF PRODUCTION EQUIPMENT

### 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the bidder]</i>
1	Tractors 90-100HP, 4WD	2	u	RVCDP Head office Bamenda, Northwest Region, Cameroon	Eight (8) months from date of notification to commence supply services	Twelve (12 ) months from date of notification to commence supply services	
2	Tractors 70-80HP, 4WD	4	u				
3	Tractor 120-130HP for heavy implement	2	u				
4	Tractor 150-160HPWD	1	u				
5	Backhoe Excavator	1	u				
6	Tractor front head loader	2	u				
7	Tractor backhoe	2	u				
8	Hydraulic tipping trailer	6	u				
9	Disc plough	4	u				
10	Ridgers	4	u				
11	Harrows	4	u				
12	Tillers	6	u				
	<b>Planters</b>		u				
13	Rice Grain Seeder	4	u				
14	Rice transplanters	2	u				
15	Spring cultivators	8	u				
16	Rotavators	4	u				
17	Mini combine harvesters	3	u				

## 2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Earliest Completion Date(s) of Services	Final Completion Date(s) of Services	Bidder's offered Delivery date [ <i>to be provided by the bidder</i> ]
1	Establish Motor Registration Certificates	10	tractors	RVCDP Head office Bamenda, Northwest Region, Cameroon	Eight (8) months from date of notification to commence supply services	Twelve (12 ) months from date of notification to commence supply services	
2	Provision of CEMAC Number plates	10	tractors				
3	Provision of current Windscreen licenses	1	LS				
4	Provide insurance for the first year	1	LS				
5	Routine Servicing and minor repairs	<i>4 times a year</i>	<i>U</i>				
6	Training of operators and mechanics	<i>6</i>	<i>persons</i>				
7	Provision of Complete toolbox	<i>1</i>	<i>U</i>				

**LIST OF SPARE PARTS**

The following spare parts must be included to each model of equipment supplied.

Type of Equipment	Description of spare parts	qty	unit	Final (Project Site) Destination as specified in BDS	Completion Date(s) of Services	Bidder's offered Delivery date [to be provided by the bidder]
Tractors 90-100hp, 4wd	-Fan belt	<i>One (1) complete set for each model of equipment supplied</i>	<i>set</i>	RVCDP Head office Bamenda, Northwest Region, Cameroon	Eight(8) - Twelve (12 ) months from date of notification to commence supply services	
Tractors 70-80hp, 4wd	-transmission filter casing					
Tractor 120-130 HP for heavy implement	-transmission filter					
	-Fuel filter /Element					
	-oil filter					
Tractor 150-160 hp 4wd	-Master cylinder					
	-Shaft bearing					
	-Shaft seal					
	-pignon seal					
	-Hydraulic piston seal					
	-Priming pump					
	-Stabilizing chain					
	-Steering piston seal					
	-steering arm					
	-Brake pads					
	-spare tyre					

## LOT 2: SUPPLY OF POSTHARVEST EQUIPMENT

### 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the bidder]</i>
1	Excavator 20 TON (Crawler)	1	u	RVCDP Head office Bamenda, Northwest Region, Cameroon	Eight (8) months from date of notification to commence supply services	twelve (12) months from date of notification to commence supply services	
2	Dump trucks at least 20 TON	1	u				
3	Dump trucks at least 12 TON with crane	1	u				
4	Compactors 20 ton	1	u				
5	4WD Pickup (full option modern)	4	u				
6	Motorcycles	6	u				
7	Generator at least 50KVA	2	u				
8	Goods transporters trucks or cargos	2	u				
9	Bulldozers 274-300 HP	1	u				
10	Front end loaders 170-200HP	1	u				
11	Graders 170-200HP	1	u				

## 2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Earliest Completion Date(s) of Services	Final Completion Date(s) of Services	Bidder's offered Delivery date <i>[to be provided by the bidder]</i>
1	Establish Motor Registration Certificates	19	u	RVCDP Head office Bamenda, Northwest Region, Cameroon	Eight (8) months from date of notification to commence supply services	Twelve (12 ) months from date of notification to commence supply services	
2	Provision of CEMAC Number plates	19	u				
3	Provision of current Windscreen licenses first year	1	LS				
4	Provide insurance for the first year	1	LS				
5	Routine Servicing and minor repairs	<i>4 times a year</i>	<i>U</i>				
6	Training of operators and mechanics	<i>6</i>	<i>persons</i>				
7	Provision of Complete toolbox	<i>1</i>	<i>U</i>				

**LIST OF SPARE PARTS**

The following spare parts must be included to each model of equipment supplied.

<b>Type of Equipment</b>	<b>Description of spare parts</b>	<b>qty</b>	<b>unit</b>	<b>Final (Project Site) Destination as specified in BDS</b>	<b>Completion Date(s) of Services</b>	<b>Bidder's offered Delivery date <i>[to be provided by the bidder]</i></b>
Bulldozer Excavator (20 tons) Backhoe excavator Motor grader Front end loader Compactor Dump truck of 20 tons Lowbed loader	- Air Filters - Fuel Filters - Hydraulic oil filters - Engine oil filters - Other Coolant liquid filters - Brake pads - 1 Spare tyre each equipment	<i>One (1) complete set for each model of equipment supplied</i>	<i>set</i>	RVCDP Head office Bamenda, Northwest Region, Cameroon	Eight (8) - Twelve (12) months from date of notification to commence supply services	

### 3. Detailed Technical Specifications

#### 4. Lot 1: Supply of production equipment

All equipment should comply to any of the following international standard ISO 17989, ISO/TC 23 and ISO4002 relating to agricultural equipment.

<i>Name of Goods</i>		<i>Technical Description</i>
<b>1. Tractor with power rating (HP) in the range 90-100 HP 4WD</b>		
Max Hp (kW) power	✚ ISO hp	90-100
Max Torque	@ 1400 rpm	400-550
Engine type		Liquid cooled 4.4l diesel Engine
No. of Cylinders		4
Aspiration		Turbo
<b>Hydraulics</b>		
3-point linkage control		Mechanical
Lift capacity	max kg	At least 2500
Oil flow	litres/min	17
System pressure	bar	At least 210
<b>Auxiliary hydraulics</b>		
Oil flow	litres/min	41-43
System pressure	bar	170
<b>Brakes</b>		
Type		Oil immersed
<b>Standard wheels and tyres</b>		
Front 2wd/4wd		9.00-16/14.9-24
Rear		18.4-34
<b>Weights and Dimensions</b>		
Weight without Ballast Cab/Platform	kg	4460/4070
Length	mm	4000-4500
Height over exhaust	mm	2600-2650
Wheelbase	mm	At least 2370
<b>Capacities</b>		
Fuel tank	litres	At least 100
Engine oil	litres	At least 8
Transmission oil	litres	At least 46

**2. Tractor with power rating (HP) within the range 70-80 hp 4WD**

Max Hp (kW) power	⚙ ISO hp	70-80
Max Torque	@ 1400 rpm	280-300
Engine type		Liquid cooled 4.0l diesel Engine
No. of Cylinders		4
<b>Hydraulics</b>		
3-point linkage control		Mechanical
Lift capacity	max kg	At least 2500
Oil flow	litres/min	17
System pressure	bar	At least 210
<b>Auxiliary hydraulics</b>		
Oil flow	litres/min	41-43
System pressure	bar	170
<b>Brakes</b>		
Type		Oil immense
<b>Standard wheels and tyres</b>		
Front 2wd/4wd		9.00-16/14.9-24
Rear		18.4-34
<b>Weights and Dimensions</b>		
Weight without Ballast Cab/Platform	kg	3430/3040
Length	mm	4000-4500
Height over exhaust	mm	2600-2650
Wheelbase	mm	At least 2370
<b>Capacities</b>		
Fuel tank	litres	At least 100
Engine oil	litres	At least 8
Transmission oil	litres	At least 42

**3. Tractor with power rating in the range 120- 130HP 4WD for heavy implements**

Max Hp (kW) power	⚙ ISO hp	120-130
Max Torque	@ 1400 rpm	400-550
Engine type		420DS
No. of Cylinders		4
Aspiration		Turbo
<b>Hydraulics</b>		
3-point linkage control		Mechanical
Lift capacity	max kg	At least 4000
Oil flow	litres/min	17
System pressure	bar	At least 210
<b>Auxiliary hydraulics</b>		
Oil flow	litres/min	41-43
System pressure	bar	170
<b>Brakes</b>		
Type		Oil immersed
<b>Standard wheels and tyres</b>		
4wd		14.9-24
Rear		18.4-34
<b>Weights and Dimensions</b>		
Weight without Ballast Cab/Platform	kg	4600/4210
Length	mm	4200-4300
Height over exhaust	mm	2300-2400
Wheelbase	mm	At least 2730
<b>Capacities</b>		
Fuel tank	litres	At least 200
Engine oil	litres	At least 15
Transmission oil	litres	At least 46

**4. Tractor with power rating in the range 150- 160HP 4WD**

CHARACTERISTICS	UNIT	GENERAL AND DETAIL APPLICABLE SPECIFICATIONS AND STANDARDS
Tractor Model		XXXXXXXXXX
Drive		4WD
<b>Engine</b>		
Model:		6 Cylinders
H P Category		150-160HP (Minimum)
Type:		4 Stroke Direct Injection Diesel Engine
Bore and Stroke (mm)		6
Displacement (cc):		
Rated Engine Speed (r/min)		2100
Cooling System:		Water Cooled
Fuel Injection Pump		BOSCH or equivalent

<b>Clutch</b>		
Type:		Double Clutch
Type of Clutch Plate:		Ceramic
<b>Transmission</b>		
Type:		Combined Collar Shift 9 forward 3 Reverse
<b>PTO</b>		
Control type:		Independent
Operated type:		Mechanically operated
Rated Speed (r/min):		540/1000
Correspondent Engine Speed 9r/min):		2100
Spline diameter:		6-teeth rectangular spline/21 teeth involute spline which is up to design requirement (standard)
<b>Brakes</b>		
Main Brakes:		Oil Immersed Brakes
Parking Brakes:		Independent
<b>Steering</b>		
Steering Type:		hydrostatic power
Hydraulic:		2 Levers, Automatic Position and Draft with Mix Control
Position Control:		draft, position, and response control
<b>Electrical Instruments</b>		
Battery:		12 Volts, 110 Amps
Starter Motor:		12 Volts, 2.7KW
Alternator:		12 Volts, 36A
Horn:		12 Volts, 3A, Sound Level 100 – 120db
Fuse Box:		Fuses Rated From 10A to 20A
Others:		Hour/RPM Meter, Oil Pressure Gauge, Ammeter, Temp. Gauge, Fuel Gauge, Indicator for high beam
<b>Tyre</b>		
Front Tyres:		16.9R28
Rear Tyres:		20.8R28
<b>Driver's Seat:</b>		
Type:		Adjustable
<b>Drawbar</b>		
Type:		Swinging
Roll Over Protection (ROPS):		101.6 inches [258 cm]
<b>Canopy</b>		
Type:		Hard Top
<b>Dimensions &amp; Weights</b>		
Wheel Base:		280cm
Overall Length:		5.3cm
Overall Width:		
<b>Overall Height (mm) with standard tyres:</b>		
Exhaust Pipe (mm)		96.1 inches [244 cm]
Minimum Ground Clearance (Front Axle/ Rear Axle: mm)		433/658
Diameter of Steering Wheel (mm)		
<b>Weight without Ballast (kg)</b>		
Front + Rear =Total:		Front: 12.4-24. Rear: 18.4-30
<b>Turning Radius</b>		
With Brakes (m)		
Without Brakes (m)		
<b>Capacities</b>		
Fuel Tank Capacity:		>250L
Engine Oil Tank:		12 Litres
Hydraulic System + Transmission Oil		55 Litre

**Related service for tractors**

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>Tractor and Implements for Rice Production</b>	Establish Motor Registration Certificate	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	CEMAC Number plate	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Provide current Windscreen license	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Running of engine and checking systems	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Copy of User's Manual in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Parts catalogue in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Supply Complete tool box	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Serviceable spare parts <ul style="list-style-type: none"> <li>- Spare tyre,</li> <li>- Air Filters</li> <li>- Fuel Filters</li> <li>- Hydraulic oil filters</li> <li>- Engine oil filters</li> <li>- Other Coolant liquid filters</li> <li>- Brake pads</li> </ul>	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Routine Servicing and minor repairs	<i>Within guarantee period of 12 months</i>	<i>U</i>	Bamenda and/or its environs	<i>At the end of 6 months guarantee period</i>

**5. BACKHOE EXCAVATOR**

- Gross power – 74.5 kW
- Operating weight – 8,100 kg
- Digging depth – 4,400 mm
- Bucket breakout force – 59 kN
- Dump height (loading) – 2,500 mm
- Bucket capacity – 1 m<sup>3</sup>
- Serviceable parts
  - Spare tyre
  - Air Filters

- Fuel Filters
- Hydraulic oil filters
- Engine oil filters
- Other Coolant liquid filters
- Brakepads

#### 6. Tractor front head loader

Bucket volume	At least 1 cubic meter
Lift capacity	75kgs – 1000Kgs
Operation	Hydraulic
Lift height	(10'-6') 3 meter
Lifting time	3 – 6 Sec
Tractor compatibility	50HP – 85 HP

#### 7. Tractor backhoe

Generic Type	(Implement / Attachment
Dimensions Max.	Reach: 129.9 inches (3,230 cm)
Width Bucket:	At least 16 inches (40,64cm)
Depth, Maximum Digging	At least 99.6 inches (253 cm)

#### 8. Hydraulic tipping trailer

Tipping type	Hydraulic Tipping
Capacity	12-15 Ton
Vessel Size	12' x 7' x 2.5' (3658x2134x762mm)
Floor	MS Sheet SWG 10
Side Wall	MS Sheet SWG 12
<b>Chassis Frame</b>	
Lower Channel	10' x 3' (3048x914mm)
Upper Channel	6' x 3' (1829x914mm)
<b>Axle Size</b>	
Length	56" (1422)mm
Outer Dia	6" (152mm)
Wall Thickness	3/8" (9.5mm)
<b>Rims</b>	
Quantity	4
Quantity	8.25-20
Tipping Device	Double acting heavy duty locally made Ram with mechanical linkage
Tipping Angle	55 Degrees
Maximum Lift Time	10 Seconds at 1,500-1,789 rpm of Tractor Engine to its full height in empty condition
<b>Hydraulic Kit for Trolley</b>	
Spool valve	minimum Rod Dia, 20mm
Selector Valve	minimum Rod Dia, 20mm

Hud. Hoses	the Crimping and Hoses should bear a pressure of 275bar. There should be no join between two connections.
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## 9. DISC PLOUGH

Discs	4 discs, 28"- (Ø710mm)
Working width (m)	1.25
Ploughing depth (m)	0.35
Under beam clearance (m)	0.72
Distance between bodies (m)	0.58
Weight (kg)	540

## 10. RIDGERS

<i>Row Spacing</i>	<i>711mm</i>
Depth	1050 mm
Weight	145 Kgs
Tractor compatibility	Min 50 HP and above

<b>11</b>	<b>Harrows</b>	
	Working width (m)	1.25
	Harrowing depth (m)	0.35
	Under beam clearance (m)	0.72
	(m) Weight (kg)	435
	Discs (18 discs combination of notched and smooth discs, Dia. 710 mm, height 710mm)	
	<b>Planters</b>	
<b>13</b>	<b>Rice Grain Seeder</b>	
	No.of Rows	11 Rows
	Row to Row spacing: 8" (203mm) Standard (Max.) & Adjustable	
	Plant to Plant spacing: 8" (203mm) Standard & Adjustable	
	Fertilizer Metering: Agitator & Sliding Orifice Type	
	Seed Dropping: Rotating Disc with cells	

<b>14</b>	<b>Rice trans-planter</b>	
	Drive type	4-wheel drive
<b>Dimensions</b>	Overall length (mm(inch))	3000(118.11)
	Overall width (mm(inch))	2210(87.01)
	Overall height (mm(inch))	2570(101.18)
	Minimum ground clearance (mm(inch))	430(6.93)
	Weight (kg)	590
<b>Engine</b>	Type	Water-cooled, 4-cycle, 2-cylinder OHC gasoline engine
	Applicable fuel	Unleaded gasoline for automobile
	Fuel tank capacity (L)	at least 17
	Starting system	Starter motor
	Battery	12V, 24Ah [34A19L]
	Steering system	Integral power steering
	Planting system	Rotary, forced planting
	Number of planting rows	6
	Distance between rows (cm)	30
	Hill space (cm)	12,14,16,18,21
	Planting depth (cm )	2 - 5.3 [5 positions]
	Number of hills per 3.3m <sup>2</sup>	90,80,70,60,50
<b>Planting portion</b>	Number of seedlings per hill	Cross feed distance(mm{inch}/times)
	Number of seedlings per hill Seedling type	Vertical taking quantity(mm{inch})
<b>Number of seedlings per hill Seedling type Seedling height ( cm )</b>	Seedling mat	11{0.43}/26,14{0.55}/20,16{0.63}/18 [3 positions]
	<b>Number of leaves ( leaves )</b>	2.0 to 4.5
<b>Seedling condition</b>	0 to 1.62	

<b>15</b>	<b>Spring cultivator</b>	
	Tynes	11
	Working width	9M
	Mainframe, and size mm, channel,	75x40x5
	Tyne thickness, mm.	Min. 19

	Soil opener, shovel type,	8 mm
	Depth of operation, cm.	100-175
	Spring length, coil dia, and no. of turns,	354,10mm, 28 turns
	Size tyne support, mm,	8 mm flat
	Mast ht,	24"
<b>16</b>	<b>Rotavators</b>	
	Number Of Blades :	60
	Power(W) :	Min 70 Hp
	Length:	2.5 Meter
	Inner L	2521 mm
	Drive	Gear Drive

### 17. MINI COMBINED HARVESTER

- Type- Conventional
- Threshing Technology – Hybrid or drum threshing
- Crop type -Rice/Wheat
- Grain Capacity-600-1000l
- Engine Power—84Hp
- Cutting Width---Minimum: 2m
  - Maximum: 2.2m

## Lot 2: Supply of postharvest equipment

All equipment should comply to international standards ISO91.220, relating to construction equipment.

### 1. EXCAVATOR (AT LEAST 20 TONS) (crawler)

Names of Supply/ ancillary Services	General Applicable Technical Specifications and standards
<b>Excavator (20 Tons)</b>	<ul style="list-style-type: none"> <li>-Material for construction: steel</li> <li>-Fuel efficient turbocharged Tier 3 engine</li> <li>-High Performance: Dual power maximizing operations at higher speed thanks to triple engine curve flattening from the 4th gear</li> <li>- Deluxe suspension seat with lumbar control and seat belt</li> <li>-Spacious rear-mounted cab with floor-to-ceiling glazed windows providing operators with a superior visibility of breakaway side mirrors, moldboard, -</li> </ul>
Testing of equipment	Test the proper functioning of all the systems during reception
Routine Servicing and minor repairs	Oil and filter changes, host replacements, etc.
Training of operators and mechanics	-Operating of Equipment, routine maintenance and repairs etc.
Copy of User's Manual	English version
Copy of workshop manual	English version
Parts catalogue	English version
Tool box	Complete
Serviceable spare parts	<ul style="list-style-type: none"> <li>- Air Filters</li> <li>- Fuel Filters</li> <li>- Hydraulic oil filters</li> <li>- Engine oil filters</li> <li>- Other Coolant liquid filters</li> </ul>

**DETAIL TECHNICAL SPECIFICATIONS AND STANDARDS FOR THE EXCAVATOR (20 TONS)**

<b>DETAILS</b>	<b>UNIT</b>	<b>SPECIFICATIONS</b>
<b>OPERATING WEIGHT</b>		
<b>Basic machine weight</b>	kg	32054-32762
<b>Ground bearing pressure</b>	Kg/cm <sup>3</sup>	0.57-0.46
<b>GENERAL DIMENSIONS</b>		
<b>Track length on ground</b>	mm	3950-4200
<b>Undercarriage overall length</b>	mm	4950-5100
<b>Width over tracks</b>	mm	3300-3500
<b>Track shoe width</b>	mm	700-900
<b>Thickness of track shoe</b>	mm	22-32
<b>Ground clearance</b>	mm	
<b>INSTRUMENTS</b>		<ul style="list-style-type: none"> <li>-Electronic information center</li> <li>-Indicators/gauges</li> <li>-Tachometer</li> <li>-direction selected F/N/R</li> <li>-Transmission modes- automatic/manual</li> <li>-Selected gear</li> <li>-Engine cooling temperature</li> <li>-Fuel level</li> <li>-Transmission oil temperature</li> <li>-Hydraulic oil temperature</li> <li>-Hourmeter</li> <li>-Fuel consumption</li> <li>-engine diagnostics</li> <li>-Transmission diagnostics</li> </ul>
<b>INDICATOR LIGHTS</b>		<ul style="list-style-type: none"> <li>Low fuel level</li> <li>-Floodlights</li> <li>-High beam</li> <li>-Main alert</li> <li>Parking brake</li> </ul>
<b>WORK LIGHTS</b>		<ul style="list-style-type: none"> <li>-2 work lights behind</li> <li>-2 work lights at the side</li> <li>-2 work lights in the front attachment</li> </ul>
<b>SOUND ALERT</b>		Warning alert, Emergency alert and Reversing alert
<b>CABIN</b>		-Closed high cabin (fixed front window)

		<ul style="list-style-type: none"> <li>- Sunshade (Front &amp; Rear)</li> <li>-Air conditioner for closed cabin</li> <li>-Windshield washer and lower windshield wipers</li> <li>-Rear windshield washer and wipers</li> <li>-Radio</li> <li>-Tandem lock device</li> <li>-Rear fogger</li> </ul>
<b>SEAT/SEATBELT</b>		<ul style="list-style-type: none"> <li>-Made of extra quality vinyl</li> <li>-Mechanical suspension fabric seat</li> <li>-seat belt of at least (3") 76.5 mm</li> </ul>
<b>ENGINE</b>		
<b>Type:</b>		<b>Electronic common rail fuel system, water cooled, 4 cycle, direct injection, turbocharged and intercooler (EPA TIER 3 certified (EPA TIER 3 certified))</b>
<b>Cylinders</b>	U	<b>6 in line</b>
<b>HORSEPOWER at 1800rpm (Gross)</b>	HP/kW	<b>221(165)-230(171.7)</b>
<b>SLEW SYSTEM</b>		
<b>Slew motor</b>		Axial piston type
<b>Slew Brakes</b>		Negative type, oil lubricated, multi-disc parking brake
<b>UNDERCARRIAGE</b>		
<b>Construction</b>		Fully wickled" X" frame type with central belly guarding and sloping side members with dirt relief holes under top rollers
<b>Track adjustment</b>		Grease cylinder type
<b>Number of track guides</b>		2 per side
<b>TRACK DRIVE</b>		
<b>Type</b>		Fully hydrostatic, at least two speed with auto shift
<b>Travel motor</b>		Variable swash axial piston type fully guarded within undercarriage
<b>Final drive</b>		Planetary reduction bolt-on sprockets
<b>Service brake</b>		Hydraulic counter balance valve
<b>Park brake</b>		Disk type, spring applied, automatic hydraulic release
<b>HYDRAULIC SYSTEM</b>		
<b>Main pump</b>		2 variable displacement axial piston type that provides flow on demand.
<b>Control valves</b>		A combined 4 and 5 spool control valve with auxiliary service spool as standard

<b>Relief valve</b>		All rams for boom/arm/bucket should have a relief valve that can sustain a pressure of at least 343 bars
<b>EQUIPMENT</b>		
<b>Arm</b>	m	2.5-3.1
<b>Bucket</b>	M3	1.6-1.8
<b>Lighting</b>		Standard halogen working lights positioned at various points to improve working conditions
<b>WORKING RANGE MONOBOOM 6.2m</b>		
<b>Digging reach</b>	mm	10155-10690
<b>Digging depth</b>	mm	<b>6490-7100</b>
<b>Digging height</b>	mm	9930-10300
<b>Minimum swing Radius</b>	mm	4100-4150
<b>Bucket rotation</b>	degrees	180-185

### **1.1.RELATED SERVICES FOR EXCAVATOR ( AT LEAST 20 TONS)**

<b>Article No.</b>	<b>Description of service</b>	<b>Quantity</b>	<b>Physical unit</b>	<b>Site or place where the services have to be executed</b>	<b>Final date of execution of services</b>
<b>Excavator (20 Tons)</b>	Testing for proper functioning of all systems f the equipment	<i>Var.</i>	<i>U</i>	Bamenda and/or its environs	<i>During provisional reception</i>
	<i>Routine Servicing and minor repairs</i>	<i>4 times a year</i>	<i>U</i>	Bamenda and/or its environs	<i>At the end of one (1) year guarantee period</i>
	<i>Training of operators and mechanics</i>	<i>2</i>	<i>persons</i>	Bamenda and Workshop of Supplier	<i>At the end of one (1) year guarantee period</i>
	Copy of the User's Manual in English	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Copy of the workshop manual in English	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>

Parts catalogue in English	<i>I</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
Complete tool box	<i>I</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
Serviceable spare parts <ul style="list-style-type: none"> <li>- Air Filters</li> <li>- Fuel Filters</li> <li>- Hydraulic oil filters</li> <li>- Engine oil filters</li> <li>- Other Coolant liquid filters</li> </ul>	<i>I</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>

## 2. DUMP TRUCK AT LEAST 20 TONS

CHARACTERISTICS	UNIT	GENERAL AND DETAIL APPLICABLE TECHNICAL SPECIFICATIONS AND STANDARDS
<b>COLOR</b>		Yellowish Brown
<b>WEIGHTS AND DIMENSIONS</b>		
Gross weight	Kgs/tons	Minimum of 34,000/34
Volume of total load	Kg/tons	Minimum of 20,000/20
Length of vehicle	mm	Minimum of 9000
Width of vehicle (Cabin to wing)	mm	Minimum of 2500
Width of framework in front	mm	Minimum of 1000
Width of framework in the back	mm	Minimum of 830 mm
Height of Vehicle	mm	Minimum of 3,200
Wheel base clearance	mm	Minimum of 3900
Length of Chassis and cabin	mm	Minimum of 8200
Weight of Chassis-Cabin	kg	Minimum of 9,300
Ground Clearance of vehicle in front	mm	Minimum of 380
Ground Clearance of vehicle at the back	mm	Minimum of 335
<b>CABIN</b>		

<b>FRAMEWORK/BODY WORK</b>		<ul style="list-style-type: none"> <li>-Single cabin made of metal sheet</li> <li>-Hydraulic tilting cab</li> </ul>
<b>EXTERIOR CABIN</b>		<ul style="list-style-type: none"> <li>-2 driving mirrors of large angles manually regulated</li> <li>-Tainted and laminated Windscreen</li> <li>-Access to the driving seat through three steps , with the first step made of composite elastic material</li> <li>-Cabin fitted with back light</li> <li>-Mechanical suspension of cabin on 4 points</li> <li>-Retractable access steps to Windscreen</li> <li>-Air intake pipe</li> <li>-Antifouling deflectors</li> </ul>
<b>INTERIOR CABIN</b>		<ul style="list-style-type: none"> <li>-Driver seat with pneumatic suspension, seat belt, head rest and can be regulated</li> <li>-Passenger seat fixed with seat belt and head rest</li> <li>-Door with soft lining</li> <li>-Vehicle Instruction manual in French and English</li> <li>-Radio equipment including cable installation, and high volume speakers</li> <li>-Waste deposit compartments on the doors</li> <li>-Grab handles</li> <li>-Standard cabin equipped with an integral and aerated lodging facilities of 50 L for one person</li> <li>-Soundproof cabin</li> <li>-Horometre to record engine operation</li> </ul>
<b>DASH BOARD INSTRUMENTATION</b>		<ul style="list-style-type: none"> <li>- Electronic board with:</li> <li>- Digital display of speed limits centralized with analogue tachometer</li> <li>- Display of external temperature and time</li> <li>- Analogue display of fuel gauge, water temperature and air pressure</li> <li>- Regulation of light and sound intensity by a display menu</li> <li>- Cigarette lighter</li> <li>- Alerting indicator</li> </ul>

		<ul style="list-style-type: none"> <li>– Alert for forgetting lights on</li> <li>– Reflective dashboard glass</li> <li>– Cabin lighting timer</li> <li>– Digital display on small matrix on the right side, driving information , alerts and diagnostic aids</li> <li>– Cups location or removable ashtray</li> <li>– Decanteur</li> <li>– -Hatch to access fuses and Body Builder Module</li> </ul>
<b>STEERING WHEEL EQUIPMENT</b>		<ul style="list-style-type: none"> <li>– Adjustable steering column</li> <li>– Engine brake control</li> <li>– Control of 2 wipers by incorporated jets</li> <li>– Lighting control of headlights</li> <li>– Deceleration control</li> <li>– Blocking direction</li> </ul>
<b>CHASSIS/FRAME</b>		<ul style="list-style-type: none"> <li>-Chassis of version <b>XPERT</b> adapted for very bad roads and difficult conditions and can be maintained in all circumstances with a Universal Electronic box</li> <li>- Chassis width (front) of minimum 1000 mm</li> <li>- Chassis width (back) of minimum 800 mm</li> <li>-Traverse frame/chassis locking rear</li> <li>-Taillights on built in support</li> </ul>
<b>SUSPENSIONS</b>		<p><b>FRONT SUSPENSIONS:</b> Front parabolic springs of 2 blades of at least 8 tons without maintenance and a Stabilizer bar in front</p> <p><b>REAR SUSPENSIONS:</b> Back springs of semi-elliptic blades</p> <p><b>Usage on very bad roads:</b> Capacity of 32 Tons with 9 elliptic blades</p> <p><b>Usage on road path:</b> Capacity increased to 38Tons with 4 parabolic blades</p> <ul style="list-style-type: none"> <li>-Shock Absorbers in the middle and at the back</li> </ul>
<b>Axle</b>		Capacity in front of at least 8,000 tons
<b>FUEL TANK/RESERVOIR</b>		<ul style="list-style-type: none"> <li>-Principal reservoir/ tank in steel</li> <li>-Capacity of at least 310 Litres of gas oil</li> <li>-Three dimensional form of fuel reservoir/tank of at least 500 mm in diameter</li> <li>-Anti-theft cork/plug</li> </ul>

<b>ENGINE</b>		
<b>Engine Starter</b>		Starter driven
<b>Engine Power</b>	HP	Minimum of 375 HP
<b>Engine type</b>		<ul style="list-style-type: none"> <li>-Minimum of 6 cylinder intercooler turbo powered engine with second generation electronic injection</li> <li>-Engine compartment reinforced with Cast Iron</li> <li>-Single block engine of 24 valves</li> <li>-Electronic regulation of engine idling</li> <li>-Exhaust brake</li> </ul>
<b>Engine Oil</b>		<ul style="list-style-type: none"> <li>-Engine Oil Tank Capacity of a Minimum 36 L</li> <li>-Compartment containing oil made of steel</li> <li>-Oil filter of large capacity in disposable cartridges</li> </ul>
<b>Engine Cooling System</b>		<ul style="list-style-type: none"> <li>-Electronic fans</li> <li>-Antigel Cooling liquid at 25° c</li> </ul>
<b>COMPRESSOR</b>		-Bi-cylinder of at least 636 cm <sup>3</sup> driven by Air Product Management
<b>GEAR BOX (SYSTEM)</b>		<ul style="list-style-type: none"> <li>-16 forward gears and 2 reverse gears</li> <li>-Driving Monitoring System</li> <li>-Gear box compartment made of Aluminium</li> <li>-Cable control system</li> <li>-Gearshift assisted by SERVOSHIFT</li> </ul>
<b>CLUTCH SYSTEM</b>		Monodisc clutch system with hydraulic control and pneumatic assistance
<b>FUEL TANK CAPACITY</b>	L	Steel Fuel Tank attached to chassis with Minimum capacity of 300L
<b>TRANSMISSION/SPEED</b>		<ul style="list-style-type: none"> <li>-Minimum of 10 forward and 2 reverse gears</li> <li>-Minimum 90 km/h</li> <li>-Solenoid controlled Exhaust Brake and permanently regulated</li> </ul>
<b>ELECTRICAL SUPPLY AND EQUIPMENT</b>		
<b>Battery capacity</b>	Ah	Minimum of 160 Ah
<b>Alternator</b>	A	Minimum of 100 A
<b>Voltage (Tension)</b>	Volts	24 Volts supplied by 2 batteries
<b>Fuse Box</b>		Fuse of high Amperes located in the battery compartment

<b>Back lights</b>		Round back lights
<b>Headlights</b>		Minimum of 70 Watts with protective grid and possibility of regulating amount of light projected
<b>Lighting system</b>		Light projections can be regulated
<b>BRAKE SYTEM</b>		<ul style="list-style-type: none"> <li>-Electro pneumatic brake system with 2 independent circuits</li> <li>- Drum Brakes</li> <li>-Braking capacity of at least 70 tons</li> <li>-Electronic management of air production by Air Product Management (APM)</li> </ul> Neutralization of the compressor at motor startup phase <b>PARKING BRAKE</b> pneumatically controlled and immobilization ensured by cylinders on springs <b>EMERGENCY BRAKE:</b> Provided by a parking brake function
<b>TYRES AND WHEELS</b>		<ul style="list-style-type: none"> <li>– Minimum of 10 tyres of diameter of 13R22.5 M840/L355</li> <li>– Wheel drum of 22,5x9.0-10-162M22</li> <li>– -Wheel drum made of steel</li> <li>– Minimum of one (1) spare tyre</li> <li>– Tyre and spare tyre carrier with jack</li> </ul>
<b>CARRIAGE/DUMP BUCKET (BENNE)</b>		<ul style="list-style-type: none"> <li>-A false Chassis made of <b>UPN</b></li> <li>-A dump bucket of total volume capacity of 18m3 (...) <b>tons</b> and made of <b>TPBN</b></li> <li>-Rear door with automatic unlocking system</li> <li>-A hydraulic dump kit</li> <li>-A complete toolbox</li> <li>-Hydraulic tank/reservoir of at least 110 liters</li> <li>-One (1) Hydraulic pump</li> <li>-Pressure Limiter</li> <li>-Two (2) mudguards</li> <li>- Hoses and fittings together</li> <li>-Pneumatic command mounted in the cabin</li> <li>-An electric kit</li> <li>Reflective Marking and various pictogram</li> <li>-Sandblasting</li> <li>-External bodywork painted with DUCO paint</li> </ul>

**2.1 RELATED SERVICES TO THE DUMP TRUCK AT LEAST 20 TON**

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>DUMP Truck of 20 tons</b>	Establish Motor Registration Certificate	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	CEMAC Number plate	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Provide current Windscreen license	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Running of engine and checking systems of the vehicles	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Copy of User's Manual in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Parts catalogue in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Supply Complete tool box	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Serviceable spare parts - Spare tyre - Air Filters - Fuel Filters - Hydraulic oil filters - Engine oil filters - Other Coolant liquid filters - Brakepads	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Routine Servicing and minor repairs	<i>Within guarantee period of 6 months</i>	<i>U</i>	Bamenda and/or its environs	<i>At the end of 6 months guarantee period</i>

**3. DUMP TRUCK WITH CRANE (12TONS)**

CHARACTERISTICS	UNIT	GENERAL AND DETAIL APPLICABLE TECHNICAL SPECIFICATIONS AND STANDARDS
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<b>COLOR</b>		Yellowish Brown
<b>WEIGHTS AND DIMENSIONS</b>		
Gross weight	Kgs/tons	Minimum of 26,000/26
Volume of total load	Kg/tons	Minimum of 12,000/12
Length of vehicle	mm	Minimum of 9000
Width of vehicle (Cabin to wing)	mm	Minimum of 2500
Width of framework in front	mm	Minimum of 1000
Width of framework in the back	mm	Minimum of 830 mm
Height of Vehicle	mm	Minimum of 3,200
Wheel base clearance	mm	Minimum of 3900
Length of Chassis and cabin	mm	Minimum of 8200
Weight of Chassis-Cabin	kg	Minimum of 9,300
Ground Clearance of vehicle in front	mm	Minimum of 380
Ground Clearance of vehicle at the back	mm	Minimum of 335
<b>CABIN</b>		
<b>FRAMEWORK/BODY WORK</b>		-Single cabin made of metal sheet -Hydraulic tilting cab
<b>EXTERIOR CABIN</b>		-2 driving mirrors of large angles manually regulated -Tainted and laminated Windscreen -Access to the driving seat through three steps , with the first step made of composite elastic material -Cabin fitted with back light -Mechanical suspension of cabin on 4 points -Retractable access steps to Windscreen -Air intake pipe -Antifouling deflectors

<b>INTERIOR CABIN</b>		<ul style="list-style-type: none"> <li>-Driver seat with pneumatic suspension, seat belt, head rest and can be regulated</li> <li>-Passenger seat fixed with seat belt and head rest</li> <li>-Door with soft lining</li> <li>-Vehicle Instruction manual in French and English</li> <li>-Radio equipment including cable installation, and high volume speakers</li> <li>-Waste deposit compartments on the doors</li> <li>-Grab handles</li> <li>-Standard cabin equipped with an integral and aerated lodging facilities of 50 L for one person</li> <li>-Soundproof cabin</li> <li>-Horometre to record engine operation</li> </ul>
<b>DASH BOARD INSTRUMENTATION</b>		<p>Electronic board with:</p> <ul style="list-style-type: none"> <li>– Digital display of speed limits centralized with analogue tachometer</li> <li>– Display of external temperature and time</li> <li>– Analogue display of fuel gauge, water temperature and air pressure</li> <li>– Regulation of light and sound intensity by a display menu</li> <li>– Cigarette lighter</li> <li>– Alerting indicator</li> <li>– Alert for forgetting lights on</li> <li>– Reflective dashboard glass</li> <li>– Cabin lighting timer</li> <li>– Digital display on small matrix on the right side, driving information , alerts and diagnostic aids</li> <li>– Cups location or removable ashtray</li> <li>– Decanteur</li> </ul>

		<ul style="list-style-type: none"> <li>- Hatch to access fuses and Body Builder Module</li> </ul>
<b>STEERING WHEEL EQUIPMENT</b>		<ul style="list-style-type: none"> <li>- Adjustable steering column</li> <li>- Engine brake control</li> <li>- Control of 2 wipers by incorporated jets</li> <li>- Lighting control of headlights</li> <li>- Deceleration control</li> <li>- Blocking direction</li> </ul>
<b>CHASSIS/FRAME</b>		<ul style="list-style-type: none"> <li>- Chassis of version <b>XPERT</b> adapted for very bad roads and difficult conditions and can be maintained in all circumstances with a Universal Electronic box</li> <li>- Chassis width (front) of minimum 1000 mm</li> <li>- Chassis width (back) of minimum 800 mm</li> <li>- Traverse frame/chassis locking rear</li> <li>- Taillights on built in support</li> </ul>
<b>SUSPENSIONS</b>		<p><b>FRONT SUSPENSIONS:</b> Front parabolic springs of 2 blades of at least 8 tons without maintenance and a Stabilizer bar in front</p> <p><b>REAR SUSPENSIONS:</b> Back springs of semi-elliptic blades</p> <p><b>Usage on very bad roads:</b> Capacity of 32 Tons with 9 elliptic blades</p> <p><b>Usage on road path:</b> Capacity increased to 38Tons with 4 parabolic blades</p> <p>- Shock Absorbers in the middle and at the back</p>
<b>Axle</b>		Capacity in front of at least 8,000 tons
<b>FUEL TANK/RESERVOIR</b>		<ul style="list-style-type: none"> <li>- Principal reservoir/ tank in steel</li> <li>- Capacity of at least 310 Litres of gas oil</li> <li>- Three dimensional form of fuel reservoir/tank of at least 500 mm in diameter</li> <li>- Anti-theft cork/plug</li> </ul>
<b>ENGINE</b>		
<b>Engine Starter</b>		Starter driven
<b>Engine Power</b>	HP	Minimum of 175 HP

<b>Engine type</b>		<ul style="list-style-type: none"> <li>-Minimum of 6 cylinder intercooler turbo powered engine with second generation electronic injection</li> <li>-Engine compartment reinforced with Cast Iron</li> <li>-Single block engine of 24 valves</li> <li>-Electronic regulation of engine idling</li> <li>-Exhaust brake</li> </ul>
<b>Engine Oil</b>		<ul style="list-style-type: none"> <li>-Engine Oil Tank Capacity of a Minimum 36 L</li> <li>-Compartment containing oil made of steel</li> <li>-Oil filter of large capacity in disposable cartridges</li> </ul>
<b>Engine Cooling System</b>		<ul style="list-style-type: none"> <li>-Electronic fans</li> <li>-Antigel Cooling liquid at 25° c</li> </ul>
<b>COMPRESSOR</b>		-Bi-cylinder of at least 636 cm <sup>3</sup> driven by Air Product Management
<b>GEAR BOX (SYSTEM)</b>		<ul style="list-style-type: none"> <li>-16 forward gears and 2 reverse gears</li> <li>-Driving Monitoring System</li> <li>-Gear box compartment made of Aluminium</li> <li>-Cable control system</li> <li>-Gearshift assisted by SERVOSHIFT</li> </ul>
<b>CLUTCH SYSTEM</b>		Monodisc clutch system with hydraulic control and pneumatic assistance
<b>FUEL TANK CAPACITY</b>	L	Steel Fuel Tank attached to chassis with Minimum capacity of 300L
<b>TRANSMISSION/SPEED</b>		<ul style="list-style-type: none"> <li>-Minimum of 10 forward and 2 reverse gears</li> <li>-Minimum 90 km/h</li> <li>-Solenoid controlled Exhaust Brake and permanently regulated</li> </ul>
<b>ELECTRICAL SUPPLY AND EQUIPMENT</b>		
<b>Battery capacity</b>	Ah	Minimum of 160 Ah
<b>Alternator</b>	A	Minimum of 100 A
<b>Voltage (Tension)</b>	Volts	24 Volts supplied by 2 batteries
<b>Fuse Box</b>		Fuse of high Amperes located in the battery compartment
<b>Back lights</b>		Round back lights
<b>Headlights</b>		Minimum of 70 Watts with protective grid and possibility of regulating amount of light projected

<b>Lighting system</b>		Light projections can be regulated
<b>BRAKE SYTEM</b>		<ul style="list-style-type: none"> <li>-Electro pneumatic brake system with 2 independent circuits</li> <li>- Drum Brakes</li> <li>-Braking capacity of at least 50 tons</li> <li>-Electronic management of air production by Air Product Management (APM)</li> </ul> Neutralization of the compressor at motor startup phase <b>PARKING BRAKE</b> pneumatically controlled and immobilization ensured by cylinders on springs <b>EMERGENCY BRAKE:</b> Provided by a parking brake function
<b>TYRES AND WHEELS</b>		<ul style="list-style-type: none"> <li>– Minimum of 6 tyres of diameter of 13R22.5 M840/L355</li> <li>– Wheel drum of 22,5x9.0-10-162M22</li> <li>– -Wheel drum made of steel</li> <li>– Minimum of one (1) spare tyre</li> <li>– Tyre and spare tyre carrier with jack</li> </ul>
<b>CARRIAGE/DUMP BUCKET (BENNE)</b>		<ul style="list-style-type: none"> <li>-A false Chassis made of <b>UPN</b></li> <li>-A dump bucket of total volume capacity of 7m3 (...) <b>tons</b> and made of <b>TPBN</b></li> <li>-Rear door with automatic unlocking system</li> <li>-A hydraulic dump kit</li> <li>-A complete toolbox</li> <li>-Hydraulic tank/reservoir of at least 110 liters</li> <li>-One (1) Hydraulic pump</li> <li>-Pressure Limiter</li> <li>-Two (2) mudguards</li> <li>- Hoses and fittings together</li> <li>-Pneumatic command mounted in the cabin</li> <li>-An electric kit</li> <li>Reflective Marking and various pictogram</li> <li>-Sandblasting</li> </ul>

		-External bodywork painted with DUCO paint
<b>CRANE</b>		<p>(a) Crane lifting height – 10 m</p> <p>(b) Lifting weight – 12 tonnes</p> <p>(c) Payload – 9,105 kg</p> <p>(d) Working radius of crane – 12.5 m</p> <p>(e) Crane type – telescopic boom</p> <p>(f) Recommended crane power – 30 Kw</p>

**RELATED SERVICES TO THE 12 TONNES DUMP TRUCK WITH CRANE**

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>One (1) Tipping Truck of 20 tons</b>	Establish Motor Registration Certificate	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	CEMAC Number plate	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Provide current Windscreen license	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Running of engine and checking systems of the vehicles	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Copy of User's Manual in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Parts catalogue in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Supply Complete tool box	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Serviceable parts - Spare tyre	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>

	<ul style="list-style-type: none"> <li>- Air Filters</li> <li>- Fuel Filters</li> <li>- Hydraulic oil filters</li> <li>- Engine oil filters</li> <li>- Other Coolant liquid filters</li> <li>- Brakepads</li> </ul>				
	Routine Servicing and minor repairs	<i>Within guarantee period of 6 months</i>	<i>U</i>	Bamenda and/or its environs	<i>At the end of 6 months guarantee period</i>

#### 4. COMPACTOR 20 TON

CHARACTERISTICS	UNIT	GENERAL AND DETAIL APPLICABLE TECHNICAL SPECIFICATIONS AND STANDARDS
COLOR		Yellowish Brown
STATIC DIMENSIONS		
Wheelbase	mm/in	Minimum of 2846/112.0
Overall width		Minimum of 2250/88.6
Axle to Rear Face		Minimum of 1523/60.0
Wheel Diameter		Minimum of 1520/59.8
Drum Diameter (Smooth Drum)		Minimum of 1500/59.1
Drum thickness		Minimum of 25/1.0
Drum Width		Minimum of 2100/82.7
Total Travel Clearance		Minimum of 2935/9115.6
Height to Top of Seat		Minimum of 2185/86
Ground Clearance		Minimum of 447/17.6
Total Travel Length		Minimum of 5444/214.3
Overhang		Minimum of 75/3.0
Front Departure Angle	degrees	Minimum of 41 <sup>0</sup>
Rear departure Angle	degrees	Minimum of 32 <sup>0</sup>

<b>OPERATING DATA</b>		
Operating weight	Kgs/lb	Minimum of 11,300/24,912
Operating Axle load Front	Kgs/lb	Minimum of 6,000/13,228
Operating Axle load Rear	Kgs/lb	Minimum of 5300/11,684
Vibration Stage		Minimum of 1 & 2
Exciter Frequency	Hz/vpm	At Vibration Stage 1, Minimum of 31/1860 At Vibration Stage 2, Minimum of 36/2160
Nominal Amplitude	Mm/in	At Vibration Stage 1, Minimum of 1.9/0.077 At Vibration Stage 2, Minimum of .9/0.035
Centrifugal Force	kN(lbf)	At Vibration Stage 1, Minimum of 261/58,675 At Vibration Stage 2, Minimum of 163/36,644
Centrifugal Force/drum width	N/cm (lb/in)	At Vibration Stage 1, Minimum of 1243/710 At Vibration Stage 2, Minimum of 776/443
Compaction Depth	Cm/in	At Vibration Stage 1, Minimum of 90/35 At Vibration Stage 2, Minimum of 70/28
Working speed (forward/Reverse)	Km/h (mph)	Minimum of 4.5/2.8
Travel Speed (forward/Reverse)	Km/h (mph)	Minimum of 10.5(6.5)/12.5 (7.8)
Steering lock angle	Degrees	+/- 35°
Vertical Oscillation	Degrees	+/- 15°
Inner Turning Radius	m/in	3.4/134
Tyres		23.1-26/8PRAWT
Gradeability up to	Degrees (%)	31/60
<b>ENGINE</b>		Cylindered, stroked, water cooled, turbo-charged diesel engine with charge air cooler
Performance of engine	Kw//hp	Minimum of 93/125
Operating Speed of engine	Min <sup>-1</sup> /rpm	Minimum of 2200/2200
Starting Device of Engine		Electric Motor
Air cleaner		Dry Cartridge + Safety Cartridge
Fuel Filter		Cartridge
<b>PROPULSION</b>		INFINETLY VARIABLE HYDROSTATIC direct drive by variable displacement motor on rear axle and Drum, multidisc self-locking differential (NoSPIN)
<b>EXCITER DRIVE</b>		Electrically controlled hydrostatic direct drive on drum
<b>EXCITER</b>		Single-Shaft circular exciter with overturning weights
<b>STEERING SYSTEM</b>		Servo assisted center articulation with vertical oscillation
<b>BRAKING SYSTEM</b>		<b>Service Brake:</b> Hydrostatic propulsion system <b>Parking Brake:</b> Hydraulically released multi-disc brake on rear axle and drum drive <b>Emergency Brake:</b> Electrically controlled, disc brake on rear axle and drum drive

<b>ELECTRICAL SYSTEM</b>		
Voltage:	V	Minimum of 12
Battery Capacity	Ah	Minimum of 143
Alternator	A	Minimum of 95
<b>SERVICE CAPACITIES</b>		
Fuel	L	Minimum of 300
Engine Oil	L	Minimum of 14
Gear Oil (Exciter)	L	Minimum of 3.5
Hydraulic Oil	L	Minimum of 80
Coolant	L	Minimum of 14
<b>MINIMUM INDICATORS AND SWITCHES</b>		Hour Meter, Fuel, Engine temperature, engine oil pressure, battery charging current, hydraulic oil and air filter condition, parking brake, neutral position control lever, speed range selection, frequency, AVC (Automatic Vibration Control), Acoustic back-up alarm, optional lighting, turn signal, hazard warning lights)

#### **4.1 RELATED SERVICES TO THE COMPACTOR 20 TON**

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>One (1) Compactor</b>	Establish Motor Registration Certificate	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	CEMAC Number plate	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Provide current Windscreen license	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Running of engine and checking systems	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Copy of User's Manual in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Parts catalogue in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Supply Complete tool box	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	<ul style="list-style-type: none"> <li>- Spare tyre,</li> <li>- Air Filters</li> <li>- Fuel Filters</li> <li>- Hydraulic oil filters</li> <li>- Engine oil filters</li> </ul>	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>

	- Other Coolant liquid filters - Brake pads				
	Routine Servicing and minor repairs	<i>Within guarantee period of 6 months</i>	<i>U</i>	Bamenda and/or its environs	<i>At the end of 6 months guarantee period</i>

### 5. Pick-Up Four Wheel drive Vehicle Double Cabin

<i>Name of Goods</i>	<i>Technical Description</i>		
<b>Double Cabin 4WD Pick-up with fuel tank capacity at least 80L</b>	<b>Engine:</b>	Engine type:	Turbo Diesel
		Max Power HP/rpm	At least 110/3400
		Max torque Nm	At least 400 / 1,600 - 2,000
		Fuel	Diesel
	<b>Transmission</b>	Transmission	Manual, 6 speed
		Gear Box	manual
		Rear differential lock	Without
	<b>Body</b>	Number of doors	4 doors
		Body style	Double cabin
	<b>Dimensions</b>	LxWxH (mm)	5,330 x 1,800 x 1,815
		Wheel base (mm)	3085
		Ground clearance (mm)	Min 293mm
	<b>Weight and Capacity</b>	Fuel tank (litres)	At least 80litres
		Curb weight (kg)	1934
		Gross vehicle weight (kg)	2910
	<b>Brake</b>	Front brake	Discs
		Rear brake	Drums
	<b>Suspension</b>	Front suspension	Coil Spring
		Rear suspension	Leaf Spring
	<b>Tyres</b>	Tyre dimension	225/70/R17
	<b>Inside and comfort</b>	Number of front seats	2

		Number of seats	5
		Air conditioning	Manual
		Radio system	AM/FM, CD, BT, USB, 4SP
		Central door locking	Wireless door lock - with jack knife key, Panic Switch
	<b>Safety</b>	Braking System	ABS
		Airbags	Both driver and passengers
		Front seat belt	ELR 3-3
		Back seat belt	ELR 3-3, CENTRE: 2P
		Alarm System	Anti-theft system: alarm & immobiliser

### **5.1 RELATED SERVICES.**

	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>Pick-up 4WD</b>	Establish CEMAC Motor Registration Certificate	1	U	PIU Head Office in Bamenda	Date of provisional Reception
	CEMAC Number plate	1	U	Idem	Idem
	Provide Windscreen license of current year	1	U	Idem	Idem
	Copy of User's Manual in English	1	U	Idem	Idem
	Copy of workshop manual in English	1	U	Idem	Idem
	Parts catalogue in English	1	U	Idem	Idem
	Complete toolbox	1	U	Idem	Idem
	Signalization Triangle	2	U	Idem	Idem
	Running of engine and checking systems of the Truck	1	U	Idem	Idem

## 6. Motorcycle

<i>Technical Description</i>		
<b>Engine:</b>	Engine type:	Single cylinder, 4 stroke
	Cooling	Air
	Max Power	7.4 KW at 8.000rpm (10hp)
	Max torque Nm	9,5 Nm at 6.500 rpm (0,97 kg-m)
	Starter system	Electric and kick
	Lubrication	Wet sump
	Ignition	CDI
	Fuel tank capacity	11 litres
	Transmission	5 speed in constant mesh
<b>Chassis</b>	Frame	Diamond shaped
	Length x width x height	2.090 mm x 830mm x 1.115 mm
	Wheel base	1340mm
	Seat height	840mm
	Ground clearance	260mm
	Dry weight	118kg
	Front suspension	Telescopic fork
	Rear suspension	Swingarm
	Front/rear brake	Disc brake/ drum
	Front tyre	80/90-21 M/C 48P
	Rear tyre	100/80-18 M/C 58P

**7. Generator at least 50KVA**

<b>GENERATOR SET SPECIFICATIONS</b>	
<b>Maximum Rating</b>	min 50 kVA
<b>Minimum Rating</b>	min 50 kVA
<b>Emissions/Fuel Strategy</b>	Non Regulated
<b>Voltage</b>	380 to 415 Volts
<b>Frequency</b>	50 Hz
<b>Speed</b>	1500 rpm
<b>Duty Cycle</b>	Standby
<b>ENGINE SPECIFICATIONS</b>	
<b>Engine Model</b>	4-cycle diesel
<b>Bore</b>	4.1 in
<b>Stroke</b>	5 in
<b>Displacement</b>	201.4 in <sup>3</sup>
<b>Compression Ratio</b>	17.25:1
<b>Aspiration</b>	Turbocharged
<b>Fuel System</b>	Inline
<b>Governor Type</b>	Mechanical
<b>GENERATOR SET DIMENSIONS</b>	
<b>Length - Maximum</b>	89.7 in
<b>Width - Maximum</b>	35.4 in
<b>Height - Maximum</b>	52 in
<b>Dry Weight - Genset (maximum)</b>	2273 lb

**8. GOODS TRANSPORTER TRUCK (CARGO)**

<b>CHARACTERISTICS</b>	<b>UNIT</b>	<b>GENERAL AND DETAIL APPLICABLE TECHNICAL SPECIFICATIONS AND STANDARDS</b>
<b>COLOR</b>		xxxxx
<b>WEIGHTS AND DIMENSIONS</b>		
Gross weight	Kgs/tons	Minimum of 5700kg
Volume of total load	Kg/tons	Minimum of 3000/3
Length of vehicle	mm	Minimum of 5500
Width of vehicle (Cabin to wing)	mm	Minimum of 2000
Width of framework in front	mm	Minimum of 1435
Width of framework in the back	mm	Minimum of 1500 mm
Height of Vehicle	mm	Minimum
Wheel base clearance	mm	Minimum
Length of Chassis and cabin	mm	Minimum of 5300
Weight of Chassis-Cabin	kg	Minimum of 3500
Ground Clearance of vehicle in front	mm	Minimum of 200
Ground Clearance of vehicle at the back	mm	Minimum of 200
<b>CABIN</b>		
<b>FRAMEWORK/BODY WORK</b>		-Single cabin made of metal sheet -Hydraulic tilting cab
<b>EXTERIOR CABIN</b>		-2 driving mirrors of large angles manually regulated -Tainted and laminated Windscreen -Access to the driving seat through three steps , with the first step made of composite elastic material -Cabin fitted with back light -Mechanical suspension of cabin on 4 points -Retractable access steps to Windscreen -Air intake pipe -Antifouling deflectors

<b>INTERIOR CABIN</b>		<ul style="list-style-type: none"> <li>-Driver seat with proper shocking suspension, seat belt, head rest and can be regulated</li> <li>-Passenger seat fixed with seat belt and head rest</li> <li>-Door with soft lining</li> <li>-Vehicle Instruction manual in French and English</li> <li>-Radio equipment including cable installation, and high volume speakers</li> <li>-Waste deposit compartments on the doors</li> <li>-Grab handles</li> <li>-Standard cabin equipped with an integral and aerated lodging facilities of 5o L for one person</li> <li>-Soundproof cabin</li> <li>-Horometre to record engine operation</li> </ul>
<b>DASH BOARD INSTRUMENTATION</b>		<ul style="list-style-type: none"> <li>– Electronic board with:</li> <li>– Digital display of speed limits centralized with analogue tachometer</li> <li>– Display of external temperature and time</li> <li>– Analogue display of fuel gauge, water temperature and air pressure</li> <li>– Regulation of light and sound intensity by a display menu</li> <li>– Cigarette lighter</li> <li>– Alerting indicator</li> <li>– Alert for forgetting lights on</li> </ul>

		<ul style="list-style-type: none"> <li>– Reflective dashboard glass</li> <li>– Cabin lighting timer</li> <li>– Digital display on small matrix on the right side, driving information , alerts and diagnostic aids</li> <li>– Cups location or removable ashtray</li> <li>– Decanteur</li> <li>– -Hatch to access fuses and Body Builder Module</li> </ul>
<b>STEERING WHEEL EQUIPMENT</b>		<ul style="list-style-type: none"> <li>– Adjustable steering column</li> <li>– Engine brake control</li> <li>– Control of 2 wipers by incorporated jets</li> <li>– Lighting control of headlights</li> <li>– Deceleration control</li> <li>– Blocking direction</li> </ul>
<b>CHASSIS/FRAME</b>		<ul style="list-style-type: none"> <li>-Chassis of version <b>XPERT</b> adapted for very bad roads and difficult conditions and can be maintained in all circumstances with a Universal Electronic box</li> <li>-Traverse frame/chassis locking rear</li> <li>-Taillights on built in support</li> </ul>
<b>SUSPENSIONS</b>		<p><b>FRONT SUSPENSIONS:</b> Front parabolic springs of 2 blades of at least 8 tons without maintenance and a Stabilizer bar in front</p> <p><b>REAR SUSPENSIONS:</b> Back springs of semi-elliptic blades</p> <p><b>Usage on very bad roads:</b> Capacity of 32 Tons with 9 elliptic blades</p> <p><b>Usage on road path:</b> Capacity increased to 38Tons with 4 parabolic blades</p> <p>-Shock Absorbers in the middle and at the back</p>
<b>Axle</b>		Capacity in front of at least 8,000 tons
<b>FUEL TANK/RESERVOIR</b>		<ul style="list-style-type: none"> <li>-Principal reservoir/ tank in steel</li> <li>-Capacity of at least 310 Litres of gas oil</li> </ul>

		-Three dimensional form of fuel reservoir/tank of at least 500 mm in diameter -Anti-theft cork/plug
<b>ENGINE</b>		
<b>Engine Starter</b>		Starter driven
<b>Engine Power</b>	HP	Minimum of 88(109 DIN hp)/3000
<b>Engine type</b>		-Minimum of 4 cylinder 3.0L D-4D 110 -Direct injection with common rails -Engine compartment reinforced with Cast Iron -Single block engine of 16 valves DOHC belt and gear drive -Electronic regulation of engine idling -Exhaust brake
<b>Engine Oil</b>		-Compartment containing oil made of steel -Oil filter of large capacity in disposable cartridges
<b>Engine Cooling System</b>		-Electronic fans -Antigel Cooling liquid at 25° c
<b>GEAR BOX (SYSTEM)</b>		-Manual shift -Driving Monitoring System -Gear box compartment made of Aluminium
<b>CLUTCH SYSTEM</b>		Monodisc clutch system with hydraulic control and pneumatic assistance
<b>FUEL TANK CAPACITY</b>	L	Steel Fuel Tank attached to chassis with Minimum capacity of 80L
<b>TRANSMISSION/SPEED</b>		-Minimum of 5 forward gears and 1 reverse gears -Minimum 90 km/h -Solenoid controlled Exhaust Brake and permanently regulated
<b>ELECTRICAL SUPPLY AND EQUIPMENT</b>		
<b>Battery capacity</b>	Ah	Minimum of 160 Ah
<b>Alternator</b>	A	Minimum of 100 A
<b>Voltage (Tension)</b>	Volts	24 Volts supplied by 2 batteries
<b>Fuse Box</b>		Fuse of high Amperes located in the battery compartment
<b>Back lights</b>		Round back lights

<b>Headlights</b>		Minimum of 70 Watts with protective grid and possibility of regulating amount of light projected
<b>Lighting system</b>		Light projections can be regulated
<b>BRAKE SYTEM</b>		-Electro pneumatic brake system with 2 independent circuits - Drum Brakes with load sensing proportioning and bypass <b>PARKING BRAKE</b> pneumatically controlled and immobilization ensured by cylinders on springs <b>EMERGENCY BRAKE:</b> Provided by a parking brake function
<b>TYRES AND WHEELS</b>		(i) Minimum of 6 tyres of diameter of 195/70R15 104S  (ii) -Wheel drum made of steel  (iii) Minimum of one (1) spare tyre  (iv) Tyre and spare tyre carrier with jack
<b>CARRIAGE BUCKET</b>		-A false Chassis made of <b>UPN</b> -A dump bucket of total volume capacity of 2m3 (...) <b>tons</b> and made of <b>TPBN</b>  -Two (2) mudguards - Hoses and fittings together  Reflective Marking and various pictogram -Sandblasting -External bodywork painted with DUCO paint

**8.1 RELATED SERVICES TO THE CARGO TRUCK**

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>One (1) Cargo Truck 6tonnes</b>	Establish Motor Registration Certificate	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	CEMAC Number plate	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Provide current Windscreen license	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Running of engine and checking systems of the vehicles	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Copy of User's Manual in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Parts catalogue in English	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Supply Complete tool box	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Serviceable spare parts <ul style="list-style-type: none"> <li>- Spare tyre</li> <li>- Air Filters</li> <li>- Fuel Filters</li> <li>- Hydraulic oil filters</li> <li>- Engine oil filters</li> <li>- Other Coolant liquid filters</li> <li>- Brakepads</li> </ul>	<i>1</i>	<i>U</i>	<i>Idem</i>	<i>Idem</i>
	Routine Servicing and minor repairs	<i>Within guarantee period of 6 months</i>	<i>U</i>	Bamenda and/or its environs	<i>At the end of 6 months guarantee period</i>

**9. BULLDOZER 274-300HP**

S/N	ITEM	SPECIFICATION
1	Truck shoes/Width of wheels	0.5-0.65m, it should be large enough to reduce the pressure exerted on the ground by the weight of the machine
2	Width of machine on wheels	3-4m
3	Blade	Length: 3.8 -4.3m: SU tilt specify digging depth and tilt height. Specify blade movement
4	Bucket capacity	6-9m <sup>3</sup>
5	Weight	24,000 – 38,000kg
6	Transmission system	Hydraulic/electronic transmission
7	Steering / control	Electronically assisted. Stick shift to ease control
8	Undercarriage	State special adjustments for aggressive terrains
9	Pressure of machine on ground	Less than 60 kpa
10	Engine Gross capacity and adaptations	274-300HP: turbocharging intercooler etc
11	Hydraulic pump type	Rotative piston pumps. Give special features and materials of pump that reduces friction and consequently increases durability
12	Hydraulic system	Hydraulic Pump should be of variable displacement piston type. Monitoring sensors install to monitor changes in temperature
13	Ripper	adjustable teeth. State the number of adjustable levels and axis.
14	Cabine	State special features of the cabine that make it resistance to shock and comfortable for the operator. Air conditioning is optional.(ROPS, FOPS etc)
15	Braking system	Describe the braking system and its advantage.
16	Lighting/signal system	State special adaptation to work in the night and bad weather.various alarm systems and stress signals
17	Operation, maintenance and repair guide	An exhaustive handbook and an interactive electronic copy of an operation, maintenance and repair guide. If necessary a special computer should be included that can act equally as a visual interface between the machine monitoring simulator and the user.

**9.1 RELATED SERVICES**

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>One (1) Bulldozer</b>	Testing for proper functioning of all systems f the equipment	<i>Var.</i>	<i>U</i>	Bamenda and/or its environs	<i>During provisional reception</i>
	<i>Routine Servicing and minor repairs</i>	<i>4 times a year</i>	<i>U</i>	Bamenda and/or its environs	<i>At the end of one (1) year guarantee period</i>
	<i>Training of operators and mechanics</i>	<i>2</i>	<i>persons</i>	Bamenda and Workshop of Supplier	<i>At the end of one (1) year guarantee period</i>
	Copy of the User's Manual in English	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Copy of the workshop manual in English	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Parts catalogue in English	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Complete tool box	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Serviceable Spare parts <ul style="list-style-type: none"> <li>- Air Filters</li> <li>- Fuel Filters</li> <li>- Hydraulic oil filters</li> <li>- Engine oil filters</li> <li>- Other Coolant liquid filters</li> </ul>	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>

**10. FRONT END LOADER 170-200HP**

Article No	Names of Supplies	General Applicable Technical Specifications and standards	
2	Front End Loader	-Usage on all terrain and temperature -Diesel Engine adapted for usage with different qualities of fuel and with excellent filtration, exceptional traction and loading capacity -Transmission entirely automatic -Excellent panoramic view -Porte à ouverture papillon assurant un accès facile lors de l'entretien -Servocommandes du chargeur	
SN	Characteristic	Unit	Technical Details
	<b>COLOR</b>		Yellowish Brown
	<b>WEIGHTS AND DIMENSIONS</b>		
	Operational weight	kg	Minimum of 11,900
	Overall length with standard bucket	mm	Minimum of 7100
	Wheelbase	mm	Minimum of 3,000
	Minimum Ground clearance	mm	Minimum of 390
	Height over exhaust	mm	Minimum of 2900
	Width over Cabin	mm	Minimum of 1,600
	Width over tyres	mm	Minimum of 2400
	Wheel Track	mm	Minimum of 1950
	<b>ENGINE</b>		
	Type		4 stroke, direct injection
	Aspiration		Turbo charged
	No. of Cylinders		6
	Gross Power		150hp (112kW)-200Hp
	Max Torque	rpm	650Nm@ 1500rpm
	Bore/Stroke	mm	102 x 120 mm
	Displacement	L	5.9L

	Emission		BS III conforms to CMVR norms
	<b>SERVICE CAPACITIES</b>		
	Hydraulic System	L	210
	Fuel Tank Capacity	L	210
	Engine Oil Capacity	L	15
	Engine Coolant	L	40
	Transmission	L	30
	Rear Axle	L	26
	Front axle	L	26
	<b>SPEED</b>		(v) 4 gear system (4 forward and 3 reverse gears) (vi) Minimum forward speed limit of 37.5 kph (vii) Minimum Reverse speed limit of 24.3 kph
	<b>BRAKE SYSTEM</b>		(viii) Hydraulic power braking in all wheels operating at a minimum pressure of 65 bar (ix) Dual circuit with accumulator back-up (x) Outboard mounted, oil immersed, multi-plate disc brakes (xi) <b>Parking:</b> Mechanical disc type operating on transmission output shaft
	<b>STEERING</b>		Hydraulic powered steering with integrated priority valve operating at at least 170-180 bar (xii) Adjustable steering column (xiii) Steering angle of at least +/- 40°
	<b>TYRES</b>		Standard: 20.5 x 20 PR
	<b>ELECTRICS</b>		(xiv) 24 Volt negative ground system (xv) 45 amp alternator with 2x110 AH low maintenance batteries (xvi) Ignition key start/stop (xvii) 4 front and 2 rear work lights (xviii) Rear registration plate lights (xix) Parking lights (xx) Direction Indicators

			(xxi) Reverse lights & alarm (xxii) Relays & fuses are well identified & conveniently located on side console
	<b>HYDRAULICS</b>		(xxiii) Twin hear pump directly mounted on transmission (xxiv) Twin spool remote mounted valve block with float (xxv) System pressure of at least 245 bar
	<b>TRANSMISSION</b>		(xxvi) 4-Wheel drive, automatic power-shift transmission (xxvii) Electrically operated selector and gear change incorporating a speed inhibitor and modulation for responsive on-the-move direction and ratio changes (xxviii) <b>Type:</b> automatic PowerShift (xxix) <b>Make &amp; Model:</b> ZF4WG-160
	<b>AXLES</b>		(xxx) TYPE: Epicyclic hub reduction (xxxi) Make & model: Graziano PR10 front & rear
	<b>SHOVEL/DOZER BLADE</b>	cu. M <sup>3</sup>	(xxxii) Minimum of 2.3 cu. M <sup>3</sup>
	<b>PERFORMANCE DIMENSIONS</b>	<b>Unit</b>	<b>Technical Details</b>
	Dump Angle		Minimum of 45°
	Roll Back angle at full height		Minimum of 52°
	Roll Back angle at carry		Minimum of 44°
	Roll Back angle at ground level		Minimum of 35°
	Load over height	mm	Minimum of 3571
	Dump Height (45°)	mm	Minimum of 3,450
	Dig depth	mm	Minimum of 77
	Bucket capacity	M <sup>3</sup>	Minimum of 2.3 m <sup>3</sup>
	Bucket Width	mm	Minimum of 2700
	Bucket weight + tooth	kg	950
	Payload	kg	3650
	Tipping load straight	kg	8738

	Tipping load full turn	kg	7618
	Inside turn radius	mm	2900
	Maximum Turn Radius	mm	5790

### **10.1 RELATED SERVICES TO THE FRONT END LOADER 170-200HP**

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>Front End Loader</b>	Establish Motor Registration Certificate	1	U	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	CEMAC Number plate	1	U	PIU Head Office in Bamenda	<i>Idem</i>
	Provide current Windscreen license	1	U	PIU Head Office in Bamenda	<i>Idem</i>
	Running of engine and checking systems of the vehicles	1	U	PIU Head Office in Bamenda	<i>Idem</i>
	Copy of User's Manual in English	1	U	PIU Head Office in Bamenda	<i>Idem</i>
	Parts catalogue in English	1	U	PIU Head Office in Bamenda	<i>Idem</i>
	Supply Complete tool box	1	U	PIU Head Office in Bamenda	<i>Idem</i>
	<ul style="list-style-type: none"> <li>- Spare tyre,</li> <li>- Air Filters</li> <li>- Fuel Filters</li> <li>- Hydraulic oil filters</li> <li>- Engine oil filters</li> <li>- Other Coolant liquid filters</li> <li>- Brake pads</li> </ul>	1	U	PIU Head Office in Bamenda	<i>Idem</i>
	Routine Servicing and minor repairs	<i>Within guarantee period of 6 months</i>	U	PIU Head Office in Bamenda	<i>At the end of 6 months guarantee period</i>

**11. MOTOR GRADER 170-200HP**

Article No	Names of Supplies or ancillary Services	General Applicable Technical Specifications and standards	
<b>1.0</b>	<b>Motor Grader</b>	-Material for construction: steel -Fuel efficient turbocharged Tier 3 engine that achieves operating speeds of up to 43km/h -High Performance: Dual power maximizing operations at higher speed thanks to triple engine curve flattening from the 4th gear - Deluxe suspension seat with lumbar control and seat belt -Spacious rear-mounted cab with floor-to-ceiling glazed windows providing operators with a superior visibility of breakaway side mirrors, moldboard, circle, saddle & tires and rearward view when backing up -Rear iso-mounted Cab that reduces noise and vibration -Multi radius blade with involuted mouldboard leading to productivity with less power -“A –Shape” frame drawbar and high-strength circle providing outstanding stability -Externally driven circle teeth to ease cleaning and providing a larger contact area to avoid component wear and for a greater leverage when turning the blade under load -Shock-absorbing circle saver -Accessories : Front counter weight, Ripper, Scarifier, Front push plate and front dozer blade, rear pull hook, additional lighting packages, lift cylinder accumulators, float control and mouldboard extensions	
DETAILS		UNIT	SPECIFICATIONS
OPERATING WEIGHT			
Basic machine weight		kg	Min of 14,237 kg
Basic machine with ripper an front counterweight		kg	Min of 15,870 kg
Front Counterweight		kg	Min of 492 kg
Front push weight		kg	Min of 492 kg
GENERAL DIMENSIONS			
Blade			At least 3962 x 671 x 22 mm
Tread width		mm	Min of 2452 mm
Height on top of Cab		mm	Min of 3340 mm
Height to top of exhaust		mm	Min of 3323 mm
Height to top of blade lift cylinder		mm	Min of 3047 mm
Tire static radius		mm	Min of 610 mm

Distance between the front axle and blade	mm	Min of 2562 mm
Distance between the center of the rear tires	mm	Min of 1572mm
Distance between tandem center and the wheel	mm	Min of 786 mm
Wheelbase	mm	Min of 6219 mm
Distance between tandem center and rear part of the equipment		Min of 1650 mm
Distance between front wheel axle and rear part of the equipment		Min of 7869 mm
Overall length	mm	Min of 8534 mm
Distance between rear tires and ripper	mm	Min of 2028mm
Distance between front tires and scarifier	mm	Min of 1520mm
Turning radius (outside the tires)	mm	Min of 7250 mm
<b>TIRES</b>		(a) 6 regular mounted 14" RIM 3-Pieces/17.25 X 25 tubeless tires-16L-L3
<b>INSTRUMENTS</b>		<ul style="list-style-type: none"> <li>-Electronic information center</li> <li>-Indicators/gauges</li> <li>-Tachometer</li> <li>-direction selected F/N/R</li> <li>-Transmission modes- automatic/manual</li> <li>-Selected gear</li> <li>-Engine cooling temperature</li> <li>-Fuel level</li> <li>-Transmission oil temperature</li> <li>-Hydraulic oil temperature</li> <li>-Hourmeter</li> <li>-Fuel consumption</li> <li>-engine diagnostics</li> <li>-Transmission diagnostics</li> </ul>
<b>INDICATOR LIGHTS</b>		<ul style="list-style-type: none"> <li>Low fuel level</li> <li>-Floodlights</li> <li>-High beam</li> <li>-Main alert</li> <li>Parking brake</li> </ul>
<b>WORK LIGHTS</b>		<ul style="list-style-type: none"> <li>-2 work lights behind the blade</li> <li>-2 work lights mounted in front of the moldboard</li> <li>-2 work lights in the front attachment</li> </ul>
<b>SOUND ALERT</b>		Warning alert, Emergency alert and Reversing alert
<b>CABIN</b>		<ul style="list-style-type: none"> <li>-Closed high cabin (fixed front window)</li> <li>- Sunshade (Front &amp; Rear)</li> </ul>

		-Air conditioner for closed cabin -Windshield washer and lower windshield wipers -Rear windshield washer and wipers -Radio -Tandem lock device -Rear fogger
<b>SEAT/SEATBELT</b>		-Made of extra quality vinyl -Mechanical suspension fabric seat -seat belt of at least (3") 76.5 mm
<b>ENGINE</b>		
<b>Type:</b>		Electronic common rail fuel system, water cooled, 4 cycle, direct injection, turbocharged and charge air cooled (EPA TIER 3 certified (EPA TIER 3 certified))
<b>Cylinders</b>	U	<b>6 in line</b>
<b>Bore &amp; stroke</b>	mm	<b>Minimum of 104 X 132 mm</b>
<b>Engine displacement</b>	cm <sup>3</sup>	<b>Minimum of 6.7 I (6728 cm<sup>3</sup>)</b>
<b>HORSEPOWER at 2.200rpm</b>	HP/kW	
<b><u>GROSS HP</u></b>		(i) <b>Low Curve:</b> 188 hp at 1st, & 2nd Forward gears & 1st, 2nd reverse gears (ii) <b>Mid Curve:</b> 198 hp at 3rd & 4th forward gears & 3rd reverse gear (iii) <b>High Curve:</b> 208 hp at 5th & 6th forward Gears
<b><u>NET HP</u></b>		(iv) <b>Low Curve:</b> 171 hp at 1st, & 2nd Forward gears & 1st, 2nd reverse gears (v) <b>Mid Curve:</b> 181 hp at 3rd & 4th forward gears & 3rd reverse gear (vi) <b>High Curve:</b> 191 hp at 5th & 6th Gears
<b>MAXIMUM TORQUE AT 1.500 RPM</b>		
<b><u>GROSS TORQUE</u></b>		(vii) <b>Low Curve:</b> 830 Nm at 1st, & 2nd Forward gears & 1st, 2nd reverse gears (viii) <b>Mid Curve:</b> 880 Nm at 3rd & 4th forward gears & 3rd reverse gear (ix) <b>High Curve:</b> 930 Nm at 5th & 6th Gears
<b><u>NET TORQUE</u></b>		(x) <b>Low Curve:</b> 743 Nm at 1st, & 2nd Forward gears & 1st, 2nd reverse gears (xi) <b>Mid Curve:</b> 788 Nm at 3rd & 4th forward gears & 3rd reverse gear

		<b>(xii) High Curve: 832Nm at 5th &amp; 6th Gears</b>
<b>POWERTRAIN</b>		
<b>REAR AXLE</b>		
Vertical ground clearance	mm	Minimum of 374 mm
<b>Brakes</b>		Disc, bathed in oil
Number of discs per brake		5
<b>TANDEM</b>		
Type	mm	Welded plate (2204x631x200.5) mm
Oscillation		Min of 20° in each direction
Thickness of the internal & external side wall	mm	Minimum of 19 mm
Command chain pitch	mm	At least 50.8 mm
<b>FRONT AXLE</b>		
Type		High-resistance welded steel
Oscillation		Min of 20° in each direction
Wheel lean		Min of 15.3° in each direction
Vertical ground clearance		Minimum of 580 mm
<b>HYDRAULIC SYSTEM</b>		
Type		Closed center, load sensing
Hydraulic pump		Axial piston pump, variable flow, flitted with load sensing system
Rated flow		At least 186 L/min (49 gpm) at 2200 rpm
Control valve		9 sections
<b>TRANSMISSION</b>		
Type		Torque converter lockup (also functions as direct drive) Power-shift, electronic shift change control, automatic and without inching pedal for progressive advancing
Gears		6 forward and 3 reverse
Self-diagnostic system		On board
Speed limits		Max of 44.1 km/hr. at 6th forward gear and 30.3 km/hr. at 3rd reverse gear
<b>ELECTRICAL SYSTEM</b>		
Power		24 V
Alternator		90A
Batteries		2 x 100 Ah-low maintenance
<b>STEERING</b>		
Type		Hydrostatic

Steering wheel turns (lock to lock)		4.75
Pump Capacity at 2,200 rpm		At least 41.6L/min
Pressure release Valve		2200 psi (151 bar) integrated with the priority steering valve
Cylinders		2
Bore		50.8mm
Stroke		301 mm
Rod diameter		25.4 mm
Supplemental steering		Integrated
ARTICULATION		
Type		Hydraulically activated (with a lock valve)
Angle		24 <sup>0</sup> to the left/right
Controls		Hydraulic
CAPACITIES		
Engine	L	Minimum of 17.5L
With a change in filter	L	Minimum of 18.5 L
fuel	L	Minimum of 341 L
Transmission	L	Minimum of 25L
With a change in filter	L	Minimum of 27 L
Engine water cooling system	L	Minimum of 40 L
Hydraulic Oil tank	L	Minimum of 90L
Total hydraulic system	L	Minimum of 190 L
Tandem case	L	Min of 69 L
SADDLE		
Locking system		Two hydraulic cylinders
Saddle positions		5
FRAME		
Type		Box Section
Front section size	mm	Minimum of 254 X 298 mm
Rear Section Size	mm	Minimum of 121 x 299 mm
DRAWBAR		
Type		“A” frame welded construction with center mounted circle turn motor
Connection with the frame		Shim adjustable spherical joint
CIRCLE		
Type		Welded construction
Max outside diameter		1752.6 mm

Rotation		360 <sup>0</sup>
speed		1.2rpm
Rate hydraulic flow		94.6L/min (25 gpm)
BLADE		
Type		High-Carbon steel
Form		Involute curve
Width		Minimum of 3962mm
Height (Curved profile)		Minimum of 671 mm
Thickness		Minimum of 22mm
Cutting edge		2, interchangeable
BLADE PITCH POSITIONS		
Normal pitch		At least 47°
Minimum pitch		At least 42 <sup>0</sup>
Maximum pitch		At least 87 <sup>0</sup>
BLADE SIDE SHIFT		
Right	mm	Minimum of 686 mm
Left	mm	Minimum of 533 mm
Maximum bank-cutting angle (left & right)		90 <sup>0</sup>
Ground penetration (Max)	mm	At least 711.2
Lift above ground (Max)	mm	At least 444.5 mm
Blade side shift & pitch		Hydraulic type
FRONT SCARIFIER		
Cutting Width	mm	Min of 1168 mm
teeth		At least 5 (optional, 11)
Spacing between teeth	mm	Min of 229 mm (114 mm, optional)
Lift above ground	mm	Min of 527 mm
Maximum penetration	mm	318 mm
Weight	kg	570 kg
REAR RIPPER		
Type	mm	Parallelogram
Cutting width	mm	At least 2340 mm
Ripper teeth	U	3/5 optional
Scarifier teeth	U	5 (9 option)
Lift above ground Ripper teeth	mm	Min of 518 mm
Ma penetration Ripper teeth	mm	437 mm
DOZER BLADE		

Width	mm	At least 2762 mm
Height	mm	At least 953 mm
Lift above ground	mm	At least 622 mm
Penetration	mm	At least 165 mm
Weight	kg	At least 1165 kg
OTHERS		-Standard tool kit -1 spare tire 14" RIM 3-Pieces/17.25 X 25 tubeless tires-16L-L3 -Fire extinguisher -Revolving safety light -electric pump for filling tires -support for spare tires

### 11.1 RELATED SERVICES MOTOR GRADER 170-200HP

Article No.	Description of service	Quantity	Physical unit	Site or place where the services have to be executed	Final date of execution of services
<b>Motor Grader</b>	Testing for proper functioning of all systems f the equipment	<i>Var.</i>	<i>U</i>	Bamenda and/or its environs	<i>During provisional reception</i>
	<i>Routine Servicing and minor repairs</i>	<i>4 times a year</i>	<i>U</i>	Bamenda and/or its environs	<i>At the end of one (1) year guarantee period</i>
	<i>Training of operators and mechanics</i>	<i>4</i>	<i>persons</i>	Bamenda and Workshop of Supplier	<i>At the end of one (1) year guarantee period</i>
	Copy of the User's Manual in English	<i>2</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Copy of the workshop manual in English	<i>2</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Parts catalogue in English	<i>2</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Complete tool box	<i>2</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>
	Serviceable parts - Spare tyre - Air Filters	<i>1</i>	<i>U</i>	PIU Head Office in Bamenda	<i>Date of provisional Reception</i>

	<ul style="list-style-type: none"><li>- Fuel Filters</li><li>- Hydraulic oil filters</li><li>- Engine oil filters</li><li>- Other Coolant liquid filters</li></ul>				
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## 4. Drawings

These Bidding Documents include no drawings.

List of Drawings		
Drawing Nr.	Drawing Name	Purpose
NA	NA	NA

## 5. Inspections and Tests

The following inspections and tests shall be performed:

***Testing all fittings, mechanical and electrical connections, technical verification of the Equipment*** Testing for proper functioning of all systems f the equipment

## **PART 3 - Contract**



## Section VIII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “IsDB” means the Islamic Development Bank.
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the **SCC**.

## **2. Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **3. Corrupt and Fraudulent Practices**

- 3.1 The IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **4. Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

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

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by IsDB shall have their origin in Eligible

Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- |                                  |   |
|----------------------------------|---|
| <b>8. Notices</b>                | <p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>   |
| <b>9. Governing Law</b>          | <p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the <b>SCC</b>.</p> <p>9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when</p> <p style="padding-left: 40px;">(a) as a matter of law or official regulations, the Beneficiary’s country prohibits commercial relations with that country; or</p> <p style="padding-left: 40px;">(b) by an act of compliance with a decision of the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>  |
| <b>10 Settlement of Disputes</b> | <p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the SCC</b>.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> |

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by IsDB**
  - 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
  - 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, IsDB and/or persons appointed by IsDB to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by IsDB if requested by IsDB. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of IsDB's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to IsDB's prevailing sanctions procedures).
- 12. Scope of Supply**
  - 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**
  - 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14. Supplier's Responsibilities**
  - 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price**
  - 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
  - 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
  - 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC

Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

#### **17. Taxes and Duties**

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

#### **18. Performance Security**

- 18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance

obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

## **19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

## **20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with IsDB or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract,

including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

#### **24. Insurance**

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

#### **25. Transportation and Incidental Services**

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

#### **26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance,

including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified

in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right

registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30 Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of

production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

### **31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### **32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders and Contract Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 **Value Engineering:** The Supplier 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 Purchaser may incur in implementing the value engineering proposal; and
  - (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or

(c) improves the quality, efficiency or sustainability of the Goods; or

(d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** 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 Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

#### **35. Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

- (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in the Appendix to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of IsDB that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX TO GENERAL CONDITIONS IsDB's Policy- Corrupt and Fraudulent Practices

*(text in this Appendix shall not be modified)*

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, April 2019 revised 2023

### **Fraud and Corruption:**

1.39 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts<sup>5</sup>. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
  - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.
- b) will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- 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,

<sup>5</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;

- d) will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures<sup>6</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
  - iii. to be awarded a IsDB-financed contract; and
  - iv. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
- e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

.”

<sup>6</sup> A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding.

## Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(i)</b>	The Purchaser's country is: <b>Republic of Cameroon</b>
<b>GCC 1.1(j)</b>	The Purchaser is:  <i>Ministry of Agriculture and Rural Development (MINADER) through the Project Management Unit (PMU) of the Rice Value Chain Development Project (RVCDP),</i>
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is/are:  <b>RVCDP HEAD OFFICE, BAMENDA, NORTHWEST REGION, CAMEROON</b>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>NO EXCEPTION</i>
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be the <b>Latest INCOTERMS published by the International Chamber of Commerce</b> <a href="https://iccwbo.org/resources-for-business/incoterms-rules">https://iccwbo.org/resources-for-business/incoterms-rules</a>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For <u>notices</u> , the Purchaser's address shall be:  <b>Rice Value Chain Development Project (RVCDP),</b>  Attention: <i>Muluh Gregory Nguh, National Coordinator</i> Street Address: <i>Ayaba Street, adjacent Finance building</i> Floor/Room number: <i>PC Secretariate</i> City: <i>Bamenda, NW Region</i> ZIP Code: <i>P. O Box 1116 Bamenda</i> Country: <i>Cameroon</i> Telephone: <i>+237 33 36 10 07/ 77 11 30 00</i> Electronic mail address: <a href="mailto:info@rvcdp.org">info@rvcdp.org</a> , <i>muluhgn@yahoo.com</i>
<b>GCC 9.1</b>	The governing law shall be the law of: <b>Republic of Cameroon</b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  "Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country."

	<p><b>(a) Contract with foreign Supplier:</b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Supplier national of the Purchaser's country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country i.e. <b>The arbitration procedures shall be in accordance with the procedures outline in Cameroon public contract code.</b></p>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <ul style="list-style-type: none"> <li>a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>b) original and 5 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 5 copies of nonnegotiable bill of lading.</li> <li>c) the Supplier's factory inspection report; and</li> <li>d) certificate of origin may be also considered as applicable.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed <b>shall not</b>, be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <b>NOT APPLICABLE</b></p>
<b>GCC 16.1</b>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in (</p> <hr/> <p>) [currency of the Contract Price] in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form</li> </ul>

	<p>provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in <u>Francs CFA</u> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in francs CFA, as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>sixty (60)</i> days.</p> <p>The interest rate that shall be applied is <b>the Interest rate practiced by the Central Bank of Central African States (BEAC)</b></p>
<b>GCC 18.1</b>	<p>A Performance Security shall be required.</p> <p>The amount of the Performance Security shall be ten percent (10%) of the contract price.</p>

<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of :</p> <p><b>a Performance Bond</b></p> <p>If required, the Performance security shall be denominated in the <b>currencies of payment of the Contract, in accordance with their portions of the Contract Price</b></p>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <b>as indicated in sub clause GCC 18.4</b>
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <b>NOT APPLICABLE</b>
<b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><b>NOT APPLICABLE</b></p>
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <b>NOT APPLICABLE</b></p>
<b>GCC 25.2</b>	Incidental services to be provided are: All services covered under GCC Clause 25.2. Other services are not required.
<b>GCC 26.1</b>	The inspections and tests shall be: <b><i>Testing all fittings, mechanical and electrical connections, verification of the Equipment for compliance to technical specification. Testing for proper functioning of all systems f the equipment on delivery</i></b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <b>The RVCDP office, Bamenda, NW Region and shall take place during reception.</b>
<b>GCC 27.1</b>	The liquidated damage shall be: <b>0.35% of the initial amount of the contract per week for the first four weeks of late delivery and 0.7% beyond four weeks lateness in delivery.</b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be <b>10 % (or less) of the contract price.</b>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <i>12 months</i></p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <b><i>RVCDP office, P. O. Box 1116 Bamenda, Tel: 699 10 3000/233 36 10 07.</i></b></p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods . The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons</p>

	<p>attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p>
<b>GCC 28.5</b> <b>GCC 28.6</b>	The period for repair or replacement shall be: <b>14 days</b> .
<b>GCC 33.4</b>	If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be 50% of the reduction in the Contract Price.



# 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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## Notification of Intention to Award

**[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]**

**[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]**

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

**[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]**

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Purchaser:** *[insert the name of the Purchaser]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Financing Agreement Ref.:** *[insert reference number for financing]*

**ICB No:** *[insert ICB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>

### 2. Other Bidders **[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]**

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

[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 Purchaser]

**Email address:** [insert email address]

**Fax number:** [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 5. How to make a complaint

**Period:** Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Guidelines for Procurement of Goods, Works and related services under IsDB Project Financing (Annex C). You should read these provisions before preparing and submitting your complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Guidelines (as described in Annex C).

## 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.** . . . . .

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

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

BETWEEN

- (1) [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ] and having its principal place of business at [ insert address of Purchaser ] (hereinafter called “the Purchaser”), of the one part, and
- (2) [ insert name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Related Services] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services

The Purchaser and the Supplier 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 Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)
  - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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 *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

## Performance Security

### Option 1: (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser ]*

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

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

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

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby **unconditionally, irrevocably and on first demand** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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.

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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 Purchaser 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 Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

## Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier 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 Purchaser dated the \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_, for *[name of contract and brief description of Goods and related Services]* 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 Supplier 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 Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’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 Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser 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 Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay **unconditionally, irrevocably and on first demand** the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

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

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

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

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

**ADVANCE PAYMENT 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 Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby **unconditionally, irrevocably and on first demand** undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* in *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified 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 ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever

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

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.

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[signature(s)]

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

## **Annex: IsDB Group AML/CFT & KYC Questionnaire**

## IsDB Group<sup>1</sup> 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 implemented by their respective customers, professional intermediaries, correspondent banks, consultants and non-governmental organizations.

### 1. General Information

#### 1.1 General Entity Information

Name of the institution	
Country of incorporation or registration	
Registration / License Number	
Legal Form (for example Public Limited Company, Joint Stock Company, Partnership, limited or unlimited liability etc.)	
Address of Head Office	
Website addresses	
Main activities	
Telephone	
Fax	
Name	
Email Address	

#### 1.2 Ownership Structure

1.2.1 What is the authorized and issued share capital of your institution? Authorised Capital: Issued  
Share Capital:

1.2.2 Name of persons or any legal entity who owns or control more than 10% of the shares of you institution.

1.2.3 Are the shares of the institution divided in to several classes? ☐ Yes ☐ No ☐ NA If yes,  
list the classes of shares (whether ordinary, preferred, bearer or registered shares):

<sup>1</sup> Each of the Islamic Development Bank (IsDB), Islamic Corporation for the Insurance of Investment and Export Credit (ICIEC), Islamic Corporation for the Development of the Private Sector (ICD), and International Islamic Trade Finance Corporation (ITFC); is a supra-national, inter-governmental self-regulated of international financial institutions established under its respective Articles of Agreements, having their headquarters in Jeddah, Kingdom of Saudi Arabia (all together are refer to as IsDB Group).



- 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)

<b>I. General AML Policies, Practices and Procedures</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
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)			

12. Does your institution have policies to cover relationships with Politically Exposed Persons (PEPs), their families and close associates?			
13. Does your institution have appropriate record retention procedures pursuant to applicable laws? If yes, please state the period of time for which records are kept.			
<b>II. Risk Assessment</b>	YES	NO	N/A
14. Does your institution have a risk-based assessment of customer base and their transactions?			
15. Does your institution determine the appropriate level of enhanced due diligence necessary for those categories of customers and transactions that your institution has reason to believe pose a heightened risk of illicit activities?			
<b>III. Know Your Customer, Due Diligence and Enhanced Due Diligence</b>	YES	NO	N/A
16. Does your institution require the verification of identification information for all customers and counterparties (individuals or entities) at the establishment of the relationship? (such as; name, nationality, address, telephone number, occupation, age/date of birth, number and type of valid official identification, as well as the name of the country/state that issued it)?			
17. Does your institution have procedures to establish a record for each new customer that contains their respective identification documents and 'Know Your Customer' information?			
18. Does your customer identification program require that enhanced due diligence be conducted regarding certain customers that may present a heightened level of money laundering and terrorist financing risk to your institution, such as international private banking and correspondent banking customers, or customers from high risk money laundering and terrorist financing jurisdictions?			
19. Does your institution have a periodic process to review and, where appropriate, update high-risk customer information?			
<b>IV. Reportable Transactions and Prevention and Detection of Transactions with Illegally Obtained Funds</b>	YES	NO	N/A
20. Does your institution have policies or practices for the identification and reporting of transactions that are required to be reported to the authorities?			
<b>V. Transaction Monitoring</b>			
21. Does your institution have a monitoring program for unusual and potentially suspicious activities that could expose your institution to any ML/FT			
22. Does your institution filter payments against relevant United Nations sanctions lists?			
<b>VI. AML Training</b>	YES	NO	N/A

23. Does your Institution provide AML/CTF/Sanctions & Embargoes training to relevant employees that includes:			
<ul style="list-style-type: none"> <li>• Identification and reporting of transactions that must be reported to government authorities.</li> <li>• Examples of different forms of money laundering involving the institution's products and services.</li> <li>• International, national, and internal policies to prevent money laundering. If yes, how frequent are these trainings?</li> </ul>			
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.			
<b>VI. Additional Information/documents</b>			
Please attach the following documents along with this form: <ul style="list-style-type: none"> <li>- License /Certificate of Registration;</li> <li>- By-law / Articles of Association.</li> <li>- AML / CFT / KYC Policy / Guidelines;</li> <li>- List of Shareholders / owners and their respective shareholding percentage</li> <li>- List of Board of Directors (or Trustees) including their nationalities &amp; shareholders they represent</li> <li>- List of Management Team indicating their respective positions and the number of years of service.</li> <li>- Annual Report &amp; Financial Statement.</li> </ul>			

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).