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Ministry of Agriculture and
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REPUBLIQUE DU CAMEROUN

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Standard Bidding Document for Procurement of Small Works

NATIONAL COMPETITIVE BIDDING (NCB)

Procurement of:	CONSTRUCTION OF MARKETING FACILITIES I.E COLLECTION/SALES POINTS AND SHOWROOMS IN FOUR LOTS
NCB No.	B-2-2.2/014/2025/NCB/STB/RVCDP
Project:	RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)
Purchaser:	MINISTRY OF AGRICULTURE THROUGH THE PROJECT MANAGEMENT UNIT (PMU) OF RVCDP
Country:	REPUBLIC OF CAMEROON
Issued on:	09/04/2025

Foreword

This Standard Bidding Document for Procurement of Small Works has been prepared by the Islamic Development Bank. The Standard Bidding Document for Procurement of Small Works is based on the Master Document for Procurement of Small Works, prepared by the Multilateral Development Banks and International Financing Institutions. The Standard Bidding Document for Procurement of Small Works reflects the structure and the provisions of the Master Procurement Document for the Procurement of Small Works, except where specific considerations within The Islamic Development Bank have required a change.

Preface

This Standard Bidding Document for Procurement of Small Works has been prepared for use in contracts financed by the Islamic Development Bank (IsDB) involving “smaller” contracts – valued at generally less than US\$10 million by International Competitive Bidding among member countries (ICB/MC) or Open International Competitive Bidding (ICB), though it may also be adapted to National Competitive Bidding (NCB). This document is intended as a model in the award of admeasurement (unit prices or unit rates in a bill of quantities) or lump sum types of contracts, which are the most common in Works contracting.

Lump sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. Lump sum contracts should be used for Works that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design variations are minimal, such as bus shelters or school ablution units. In lump sum contracts, the concept of priced “activity schedules” is used, to enable payments to be made on the basis of percentage completion of each activity.

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

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Summary Description

This Standard Bidding Document for Procurement of Small Works is to be used when a prequalification process has not taken place before bidding and, therefore, post-qualification applies. A brief description of these documents is given below.

SBD for Procurement of Small Works

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bid Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

This Section contains 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 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 contains the forms which are to be 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 – EMPLOYER'S REQUIREMENTS

Section VII. Employer's Requirements

Protected

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

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

Section IX. Particular Conditions of Contract (PCC)

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

Section X. Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

PROCUREMENT DOCUMENTS

Bidding Document for Procurement of Small Works

NATIONAL COMPETITIVE BIDDING (NCB)

Procurement of:	CONSTRUCTION OF MARKETING FACILITIES I.E COLLECTION/SALES POINTS AND SHOWROOMS IN FOUR LOTS
NCB No.	B-2-2.2/013/2025/NCB/STB/RVCDP
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Standard Bidding Document

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PART 1 Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section VII-Employer's Requirements. The name, identification, and number of contracts of this bidding are **provided in the BDS**.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) "day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary's official public holidays; and
 - (d) "ESHS" means environmental, social, health and safety.
2. **Source of Funds**
 - 2.1 The Beneficiary or Recipient (hereinafter called "Beneficiary") **indicated in the BDS** has applied for or received financing/loan/grant or TA (hereinafter called "funds") from the Islamic Development Bank (hereinafter called "IsDB") toward the cost of the project **named in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by IsDB will be made only at the request of the Beneficiary and upon approval by IsDB, and will be subject in all respects to the terms and conditions of that Financing Agreement. The financing Agreement prohibits a withdrawal from the Financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IsDB, is prohibited by a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. No party other than the Beneficiary shall derive any rights from the Financing Agreement or have any claim to the proceeds of the financing.
3. **Corrupt and Fraudulent Practices**
 - 3.1 IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-

contractors, sub-consultants, service providers, suppliers and their personnel, to permit IsDB to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by IsDB.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.5—or any combination of them 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.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary as Engineer for the contract; 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 the financing) who: (i) are directly or indirectly involved in the preparation of the bidding

document 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 shall have the nationality of any country, subject to the restrictions pursuant to ITB 4.8 and in accordance with Section V. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related services.
- 4.5 A Bidder that has been sanctioned by IsDB in accordance with the above ITB 3.1, or in accordance with Guidelines for Procurement of Goods, Works and Related Services under IsDB Project Financing ("Procurement Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded an IsDB-financed contract or benefit from an IsDB-financed contract, financially or otherwise, during such period of time as IsDB shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.6 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to IsDB's satisfaction, through all relevant documents, including its Charter and other information IsDB may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the

enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
- 4.8 Firms and individuals from a country may be ineligible if so indicated in Section V and:
- (a) as a matter of law or official regulation, 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 or related services required; or
 - (b) by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.10 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11. Successful bidders, i.e. Prequalified Contractors, shall be reviewed and subject to on boarding 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

Laundrying/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 Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by IsDB may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - IsDB Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions (GC)

Section IX - Particular Conditions (PC)

Section X - Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents,

responses to requests for clarification, the minutes of the pre-Bid conference (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly by the Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

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

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-bid conference if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the **BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the conference.

- 7.6 Minutes of the pre-bid conference, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. If so specified in the **BDS**, the Employer shall also promptly publish the Minutes of the pre-Bid conference at the web page identified in the **BDS**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid conference will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;

- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
- (g) Technical Proposal in accordance with ITB 16; and
- (h) Any other document **required in the BDS**.

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 Schedules

12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted 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 **indicated in the BDS**, alternative bids shall not be considered.

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

13.3 When **specified in the BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VII Works Requirements. The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

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

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

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

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

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

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

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

15. Currencies of Bid and Payment

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

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

**16. Documents
Comprising the
Technical
Proposal**

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

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

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

17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

**18. Period of
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

19. Bid Security

19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security **as specified in the BDS**. In the case of a bid security, the amount shall be **as specified in the BDS**.

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

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

- (a) an unconditional guarantee, issued by a bank or 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 **indicated in the BDS.**

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

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

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

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

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

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

19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been

constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

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

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

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

20. Format and Signing of Bid

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

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

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

- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids,

if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

21.2 The inner and outer envelopes shall:

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

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

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

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

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

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24.2, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.

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

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being 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 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or Bid securing Declaration, if required; and any other details as the Employer may consider appropriate.

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 Bill of Quantities (or the Schedule of Activities as the case may be) are to be initialed by representatives of the

Employer attending bid opening in the manner **specified in the BDS.**

- 25.7 The Employer 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 Employer shall prepare a record of the bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per 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 examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 43.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

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

28. Deviations, Reservations, and Omissions

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

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

29. Determination of Responsiveness

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

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

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

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

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

30. Nonconformities, Errors, and Omissions

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

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation

requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

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

**31. Correction of
Arithmetical
Errors**

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

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

31.2 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 into a single currency as **specified in the BDS**.

**33. Margin of
Preference**

33.1 A margin of preference shall not apply, **unless otherwise specified in the BDS**.

34. Subcontractors

- 34.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (so-called “Nominated Subcontractors”).
- 34.2 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 34.5 The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works.

35. Evaluation of Bids

- 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Bid offering the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 35.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) adjustment for nonconformities in accordance with ITB 30.3;
 - (f) application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in

the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

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

36. Comparison of Bids

36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.2 to determine the Bid offering the most Value for Money.

37. Abnormally Low Bids

37.1 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 Employer as to the capability of the Bidder to perform the Contract for the offered Bid price.

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

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

38. Unbalanced or Front Loaded Bids

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

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

- (a) accept the Bid; or

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

(c) reject the Bid.

39. Qualification of the Bidder

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

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

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

40. Bid Offering the Most Value for Money

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

(a) substantially responsive to the Bidding document; and

(b) the lowest evaluated cost.

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

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

42. Standstill Period

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

43. Notification of Intention to Award

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

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract**44. Award Criteria**

44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder offering the Most Value for Money.

45. Notification of Award

45.1 Prior to the expiration of the of Bid validity period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period,, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

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

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

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

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

46. Debriefing by the Employer

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

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

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

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

47. Signing of Contract

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

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

48. Performance Security

48.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section IX, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the Bidder whose Bid offers the next most Value for Money.

49. Adjudicator

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

50. Procurement Related Complaint

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

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The Employer is: MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT (MINADER) THROUGH THE PROJECT MANAGEMENT UNITS OF RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)															
ITB 1.1	<p>The Name of the bidding process is: CONSTRUCTION OF MARKETING FACILITIES I.E COLLECTION/SALES POINTS AND SHOWROOMS IN FOUR LOTS</p> <p>The identification number of the bidding process is: ISDB B-2-2.2/014/2025/NCB/STB/RVCDP</p> <p>The number and identification of lots comprising this bidding process is:</p> <table><tr><th>LOT</th><th>DESCRIPTION</th><th>Duration</th></tr><tr><td>LOT 1</td><td>Construction of 3 marketing facilities i.e., collection/sales points and show rooms in Donga and Mantung Division in the North West Region</td><td>18 months</td></tr><tr><td>LOT 2</td><td>Construction of 3 marketing facilities i.e., collection/sales points and show rooms in Ngoketunjia Division in the North West Region</td><td>18 months</td></tr><tr><td>LOT 3</td><td>Construction of 3 marketing facilities i.e., collection/sales points and show rooms in Boyo and Menchum Division in the North West Region</td><td>18 months</td></tr><tr><td>LOT 4</td><td>Construction of 4 marketing facilities i.e., collection/sales points and show rooms in Mezam and Momo Division in the North West Region</td><td>18 months</td></tr></table> <p>N/B: Bidders can bid for more than 01 lot but can be attributed maximum two lots only on the condition the bidder has fulfilled the financial and experience criteria for the two lots grouped together</p>	LOT	DESCRIPTION	Duration	LOT 1	Construction of 3 marketing facilities i.e., collection/sales points and show rooms in Donga and Mantung Division in the North West Region	18 months	LOT 2	Construction of 3 marketing facilities i.e., collection/sales points and show rooms in Ngoketunjia Division in the North West Region	18 months	LOT 3	Construction of 3 marketing facilities i.e., collection/sales points and show rooms in Boyo and Menchum Division in the North West Region	18 months	LOT 4	Construction of 4 marketing facilities i.e., collection/sales points and show rooms in Mezam and Momo Division in the North West Region	18 months
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LOT 2	Construction of 3 marketing facilities i.e., collection/sales points and show rooms in Ngoketunjia Division in the North West Region	18 months														
LOT 3	Construction of 3 marketing facilities i.e., collection/sales points and show rooms in Boyo and Menchum Division in the North West Region	18 months														
LOT 4	Construction of 4 marketing facilities i.e., collection/sales points and show rooms in Mezam and Momo Division in the North West Region	18 months														
ITB 2.1	The Beneficiary is: The Government of Cameroon															
ITB 2.1	The name of the Project is: RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)															
ITB 4.5	A list of debarred firms and individuals is available on IsDB’s external website: http://www.isdb.org															

B. Bidding Documents

ITB 7.1	<p>For <u>Clarification purposes</u> only, the Employer's address is:</p> <p>RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</p> <p>Attention: Muluh Gregory Nguh, National Coordinator</p> <p>Address: P. O Box 1116 Bamenda, Ayaba Street adjacent Finance building</p> <p>Floor/ Room number: Coordinator's secretariate</p> <p>City: Bamenda, Northwest Region</p> <p>ZIP Code: N/A</p> <p>Country: Cameroon</p> <p>Telephone: (+237) 233 36 10 07 / 69910 3000</p> <p>Facsimile number: +237 233 36 16 65</p> <p>Electronic mail address: muluhgn@yahoo.com, info@rvcdp.org</p> <p>Requests for clarification should be received by the Purchaser no later than: fifteen (15) days prior to the deadline for submission of bids</p>
ITB 7.1	<p>Web page: www.rvcdp.org</p>
ITB 7.4	<p>A Pre-Bid conference "<i>shall not</i>" take place at the following date, time and place: NOT applicable</p> <p>Time:</p> <p>Place:</p> <p>A site visit conducted by the Employer "<i>shall not be</i>" organized.</p>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: ENGLISH</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English</p>
ITB 11.1 (b)	<p>The following schedules shall be submitted with the bid:</p> <p>(a) A Complete detailed priced Bill of Quantities,</p> <p>(b) unit price Schedule and</p> <p>(c) Unit price Breakdown and as provided in Section IV, Bidding Forms;</p>

ITB 11.1 (h)	<p>The Bidder shall submit with its bid the following additional documents:</p> <ol style="list-style-type: none"> 1) Attestation of domiciliation of bank account 2) Filled IsDB Group AML/CFT & KYC Questionnaire including annexes. 3) Receipt of purchase of bidding document 4) Code of Conduct (ESHS) <p>The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-clause xxx of the GC), to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <ol style="list-style-type: none"> 1. <i>Risks associated with: labor influx, spread of communicable diseases like HIV /AIDs and other STIs,</i> 2. <i>Safety at workplace like provision of first aids box, helmets caps for all workers, dressing that suit the activities,</i> 3. <i>Sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior, and crime,</i> 4. <i>Risks of soil erosion and land degradations</i> 5. <i>Risks of deforestation or reduce vegetation cover thus inducing climate change negations.</i> 6. <i>Risks of high runoff in the rainy periods and development of gullies around the project sites especially the roads</i> 7. <i>Risks of water pollution</i> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> • <i>Traffic Management Plan to ensure safety of local communities from construction traffic.</i> • <i>Water Resource Protection Plan to prevent contamination of drinking water.</i> • <i>Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts.</i> • <i>Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit.</i> • <i>Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.</i> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-</p>
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	<p>ESMP), in accordance with the Particular Conditions of Contract Sub-Clause xxx, that includes the agreed Management Strategies and Implementation Plans described here.</p> <p><i>The risks that may arise during mobilization or construction phases include:</i></p> <ol style="list-style-type: none"> <i>1. construction traffic impacts on the community,</i> <i>2. pollution of drinking water, depositing on private land and impacts on aquatic plant species.</i> <i>3. Risk of increase erosion at construction sites</i> <i>4. Risks of air pollution via dust</i> <i>5. Risk of destroying the vegetation at site during clearing and felling of vegetation and causing rare species to extinct,</i> <i>6, risks of accidents and injuries during constructions phase.</i> <i>7. Risks of poor hygiene and sanitation</i> <p><i>The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits in case of borrow pits, rehabilitates borrowed pit, traffic management plan, water resource protection plan, bio-diversity protection plan (revegetation) and a strategy for marking and respecting work site boundaries, safety of workers, maintain proper hygiene and sanitation at site of works etc.</i></p>
ITB 13.1	Alternative bids “ <i>shall not be</i> ” permitted.
ITB 13.2	<p>Alternative times for completion “<i>shall not be</i>” permitted.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</p>
ITB 13.4	<p>Alternative technical solutions shall be permitted for the following parts of the Works: NONE</p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</p>
ITB 14.6	The prices quoted by the Bidder “ <i>shall not be</i> ” subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: FRANCS CFA
ITB 18.1	The bid validity period shall be: 120 days from the date of opening of bids
ITB 18.3 (a)	The bid price shall be adjusted by the following factor: NOT APPLICABLE

ITB 19.1	<p>A Bid Security “<i>shall be</i>” required.</p> <p>A Bid-Securing Declaration “<i>shall not be</i>” required.</p> <p>If a bid security shall be required, the amount and currency of the bid security shall be</p> <p>Lot 1: 5 million FCFA</p> <p>Lot 2: 5 million FCFA,</p> <p>Lot 3: 5 million FCFA</p> <p>Lot 4: 6.5 million FCFA</p> <p><i>Note: 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.</i></p>
ITB 19.3 (d)	<p>Other types of acceptable securities:</p> <p>Bid security in form of Bank Guarantee or a surety, issued in keeping with the tender model by a first category banking institution approved by the Cameroon Ministry in charge of finance</p>
ITB 19.9	<p>If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Beneficiary will declare the Bidder ineligible to be awarded contracts by the Employer for a period of _____ years.</p> <p>NOT APPLICABLE</p>
ITB 20.1	<p>In addition to the original of the bid, the number of copies is: three (3) copies</p>
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</p> <p>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”</p>

D. Submission and Opening of Bids

ITB 21.1	Bidders <i>“shall not”</i> have the option of submitting their bids electronically.
ITB 21.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: NOT APPLICABLE
ITB 22.1	<p>For <u>bid submission purposes only</u>, the Employer’s address is:</p> <p>RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</p> <p>Attention: Muluh Gregory Nguh, National Coordinator</p> <p>Address: P. O Box 1116 Bamenda, Ayaba Street adjacent Finance building</p> <p>Floor/ Room number: 1st Floor/Procurement Office</p> <p>City: Bamenda, Northwest Region</p> <p>ZIP Code: N/A</p> <p>Country: Cameroon</p> <p>The deadline for bid submission is:</p> <p>Date: 13/05/2025</p> <p>Time: 12:00 noon. local time</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)</p> <p>Address: P. O. Box 1116 Bamenda, Ayaba Street adjacent Finance building</p> <p>Floor/ Room number: 1st Floor/VIDEO Room</p> <p>City: Bamenda, Northwest Region</p> <p>Country: Cameroon</p> <p>Date: 13/05/2025</p> <p>Time: Immediately after the latest time of submissions of Bid 12:00 noon local time</p>
ITB 25.1	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: NOT APPLICABLE
ITB 25.6	<p>The Letter of Bid and Priced Bill of Quantities (or the Priced Activity Schedule) shall be initialed by one (01) representatives of the Employer conducting Bid opening: 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</p>

E. Evaluation and Comparison of Bids

ITB 30.3	The adjustment shall be based on the <i>“highest”</i> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
ITB 32.1	Not applicable.
ITB 33.1	A margin of preference <i>“shall not”</i> apply.

F. Award of Contract

ITB 48.1 and 48.2	The successful Bidder shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security. NOT APPLICABLE
ITB 49.1	The Adjudicator proposed by the Employer is Regional Delegate of Public Works North West Region . The hourly fee for this proposed Adjudicator shall be: 10,000 FCFA/hr. The biographical data of the proposed Adjudicator is as follows: Civil Engineer, Nationality Cameroonian, Presently Regional Delegate of Public Works North West Region
ITB 50	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Guidelines (Annex B).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>Muluh Gregory Nguh</i></p> <p>Title/position: <i>National Project Coordinator</i></p> <p>Purchaser: <i>MINADER through PMU RVCDP</i></p> <p>Email address: muluhgn@yahoo.com, info@rvcdp.org</p> <p>Fax number: +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"> 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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

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

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

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

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1. Domestic Preference (NOT APPLICABLE)

As per Para 1.12.8 of the Procurement Procedures of the Guidelines for Procurement of Goods, Works and related services under Islamic Development Bank Project Financing (April 2019 edition, amended from time to time), a margin of preference of 10% (ten percent) may be granted to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Beneficiary and accepted by IsDB, a particular contractor or group of contractors qualifies for a domestic preference.
- (b) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic contractors eligible for the preference.
 - (ii) Group B: bids offered by other contractors.

As a first evaluation step, all evaluated Bids in each group are compared to determine the Bid offering maximum VfM in that group, and the Bid offering maximum VfM from the two (2) groups are then compared with each other. If, as a result of this comparison, a Bid from Group A is the Bid offering maximum VfM, it shall be selected for the award of contract.

If a Bid from Group B is the Bid offering maximum VfM, a second evaluation step shall take place. All Bids from Group B shall then be further compared with the Bid offering maximum VfM from Group A. For the purpose of this further comparison only, an amount equal to up to ten percent (10%) shall be added to the respective Bid price corrected for arithmetical errors, including unconditional discounts, but excluding provisional sums and the cost of day Works, if any, shall be added to the evaluated price offered in each Bid from Group B. If the Bid from Group A is the Bid offering maximum VfM, it shall be selected for award of contract. If not, the Bid offering maximum VfM from Group B based on the first evaluation step shall be selected.

2. Evaluation

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

2.1 Assessment of adequacy of Technical Proposal with Requirements

The assessment of the Technical Proposal shall cover: (a) evaluation of the technical capacity of the Bidder to mobilize the key equipment and personnel for the performance of the Contract, (b) the method statement, (c) the Work schedule, and (d) the sourcing of materials, in conformity with Section VII, Works Requirements.

2.2 Multiple Contracts

Pursuant to Sub-Clause 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts [ITB 35.4:

Lots

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

Packages

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

Qualification Criteria for Multiple Contracts:

The criteria for qualification is the aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b).

However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:**Option 1:**

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

Or

Option 2:

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

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

(b) For multiple Contracts**Option 1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has

submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:

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

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

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

----etc.

or

Option 2:

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

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

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

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

----etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

(iii) Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

(iv) Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$.

----etc.

Or

Option 3:

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

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

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

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

----etc, **or**

- (ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$.

----etc, **or**

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than $N1 + N2 + N3$ ---but the total value of all such contracts is equal or more than $N1 \times V1 + N2 \times V2 + N3 \times V3$ ---
-.

2.3 Alternative Completion Times NOT APPLICABLE

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

2.4 Technical Alternatives

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

2.5 Sustainable Procurement

Not Applicable

2.6 Other Criteria

If permitted under ITB 35.2(f): NOT APPLICABLE

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

3. Qualification

Factor	1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
.1.1 Nationality	Nationality in accordance with ITB 4.3.	Must meet requirement	Existing or intended JV must meet requirement	(see below)	Must meet requirement (see below) N/A	Form ELI –1.1 and 1.2, with attachments
			The Guidelines Procurement Policy stipulate: Paragraph 1.11.2 In the case of ICB/MC, association of non-MC Firms with MC Firms may be accepted. However, the lead MC Firm is expected to perform at least fifty (50) per cent of the contract. Paragraph 1.11.3 In the case of National Competitive Bidding (NCB), association of domestic Firms with non-domestic Firms is accepted, with the domestic Firm expected to perform at least fifty (50) per cent of the contract.			
1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
1.3 Bank Ineligibility	Not having been declared ineligible by IsDB as described in ITB 4.5.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid
1.4 Government Owned Entity	Compliance with conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments

Factor	1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture			
			All partners combined	Each partner	At least one partner	
1.5 Ineligibility based on a United Nations resolution or Beneficiary’s country law or Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. (Para 1.8.1 and 1.8.2 of the Procurement Policy of the Guidelines for Procurement of Goods, Works and related services Under the Islamic Development Bank Project Financing, (edition April 2019, amended from time to time))	Not having been excluded as a result of the Beneficiary’s country laws or official regulations, or by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, in accordance with ITB 4.8 and Section V.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last three (3) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON - 2
2.2 Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3 Pending Litigation	All pending litigation shall in total not represent more than thirty percent (30%) of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON – 2

Factor	2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.4 Litigation History	No consistent history of court/arbitral award decisions against the Bidder ¹ since 1st January 2020	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5 Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years ² .	Must make the declaration.	N/A	Each must make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

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

² The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence.

Factor	3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
3.1 Historical Financial Performance	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Lot 1: At least 60 million FCFA Lot 2: At least 60 million FCFA Lot 3: At least 60 million FCFA Lot 4: At least 80 million FCFA 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.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1 with attachments
	for the subject contract(s) net of the Bidders other commitments (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on	Must meet requirement	Must meet requirement	N/A	N/A	

Factor	3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
	works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last five [5] years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	
3.2. Average Annual Turnover	Minimum average annual turnover of Lot 1: 260,000,000 FCFA Lot 2: 260,000,000 FCFA Lot 3: 260,000,000 FCFA Lot 4: 350,000,000 FCFA For Multiple Contracts, Minimum requirement will be the sum of the Minimum average annual turnover for each of the lots put together for which the bidder applied for and qualified , calculated as total certified payments received for contracts in progress or completed, within the last five (5) years	Must meet requirement	Must meet requirement	Must meet Twenty five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN –3.2

Factor	4	Experience				
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
4.1 (a) General Construction Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last ten [10] years prior to the applications submission deadline.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-4.1
4.2 (a) Specific Construction & Contract Management Experience	(i) A minimum number of similar ³ contracts specified below that have been satisfactorily and substantially ⁴ completed as a prime contractor, joint venture member ⁵ , management contractor or sub-contractor between 1st January 2020 and application submission deadline: (i) 2 contracts , each of minimum value V; Lot 1: 210,000,000 FCFA Lot 2: 210,000,000FCFA Lot 3: 210,000,000 FCFA Lot 4: 280,000,000 FCFA For multiple contracts Option 1:	Must meet requirement	Must meet requirements ⁶	N / A	N/A	Form EXP 4.2(a)

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

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

⁵ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

⁶ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Factor	4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
	<p>(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts: Lot 1: 2 contracts, each of minimum value of 210 million FCFA. Lot 2: 2 contracts, each of minimum value of 210 million FCFA; Lot 3: 2 contracts, each of minimum value of 210 million FCFA; Lot 4: 2 contracts, each of minimum value of 280 million FCFA or Option 2: (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts: Lot 1: 2 contracts, each of minimum value of 210 million FCFA. Lot 2: 2 contracts, each of minimum value of 210 million FCFA; Lot 3: 2 contracts, each of minimum value of 210 million FCFA; Lot 4: 2 contracts, each of minimum value of 280 million FCFA or (ii) Lot 1: 2 contracts, each of minimum value 210 million fcfa; or number of contracts less than or equal to 2, each of minimum value 210 million FCFA, but with total value of all contracts equal or more than 420 million FCFA. (iii) Lot 2: 2 contracts, each of minimum value 210 million fcfa; or number of contracts less than or equal to 2, each of minimum value 210 million fcfa, but with total value of all contracts equal or more than 420 million FCFA. (iv) Lot 3: 2 contracts, each of minimum value 210 million fcfa; or number of contracts less than or equal to 2, each of minimum value 210 million fcfa, but with total value of all contracts equal or more than 420 million FCFA.</p>					

Factor	4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
	(v) Lot 4: 2 contracts, each of minimum value 280 million fcfa; or number of contracts less than or equal to 2, each of minimum value 280 million fcfa, but with total value of all contracts equal or more than 560 million FCFA. The similarity of the contracts shall be based on the following: -Building construction works -Construction of structures involving masonry and concrete works					

Factor	4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
4.2 b) Specific Experience	<p>For the above and any other contracts (substantially completed and under implementation) as prime contractor, joint venture member, management contractor or sub-contractor⁷ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed⁸:</p> <p>For LOT 1 – 2 building construction works involving at least 1000m2 Masonry works, at least 100m3 Concrete works, at least 300 m3 of earth works, roofing works at least 500m2</p> <p>For LOT 2 -2 building construction works involving at least 1000m2 Masonry works, at least 100m3 Concrete works, at least 300 m3 of earth works, roofing works at least 500m2</p> <p>For LOT 3 -2 building construction works involving at least 1000m2 Masonry works, at least 100m3 Concrete works, at least 300 m3 of earth works, roofing works at least 500m2</p> <p>For LOT 4 -2 building construction works involving at least 1200m2 Masonry works, at least 120m3 Concrete works, at least 400 m3 of earth works, roofing works at least 600m2</p> <p>For multiple contracts Minimum requirement for the combined contracts shall be the cumulative requirement for each contract for which the bidder applied for and shall be different contracts.</p>	Must meet requirements	Must meet requirements	N / A	Must meet requirement for one characteristic	Form EXP-2.4.2(b)

⁷ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

⁸ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

5 Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

The Bidder shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

The Contractor shall require the Employer's consent to substitute or replace the Contractor's Representative (reference General Conditions of Contract Sub Clause 4.3) and any of the Key Personnel (reference the Particular Conditions of Contract Sub Clause 1.1.2.7).

Contractor's Representative and Key Personnel per lot (for Lots 1-3)

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Works Director	At least A degree holder in Civil Engineering and is subscribed in the Order of Civil Engineer if a Cameroonian	5
2	3 Foremen	Civil Engineering with at least an HND in Civil Engineering	3
3	Surveyor	Graduate with at least an HND in Surveys	3
Suitable experts in the following specializations			
4	Environmentalism	At Least a degree holder in Environmental Engineering or Environment /natural resource management or forestry engineering	At least 3 years of experience in Environmental Safeguards in civil works construction
5	Health and Safety	At Least a HND holder in Health Science and/or safety or equivalent	At least 1 year of experience in health and safety in civil works construction
6	Social	At least a degree holder in Social Science/ Sociology/ anthropology or equivalent	3 years of monitoring and managing risks related to GBV/ SEA

Contractor's Representative and Key Personnel (Lot 4)

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Works Director	At least A degree holder in Civil Engineering and is subscribed in the Order of Civil Engineer if a Cameroonian	5
2	4 Foremen	Civil Engineering with at least an HND in Civil Engineering	3
3	Surveyor	Graduate with at least an HND in Surveys	3
Suitable experts in the following specializations			
4	Environmentalist	At Least a degree holder in Environmental Engineering or Environment /natural resource management or forestry engineering	At least 3 years of experience in Environmental Safeguards in civil works construction
5	Health and Safety	At Least a HND holder in Health Science and/or safety or equivalent	At least 1 year of experience in health and safety in civil works construction
6	Social	At least a degree holder in Social Science/ Sociology/ anthropology or equivalent	3 years of monitoring and managing risks related to GBV/ SEA

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

6 Equipment

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

Per lot (for Lots 1-3)

No.	Equipment Type and Characteristics	Minimum Number required
1	Concrete mixer 1m ³ mix volume less than 8 years old	03
2	Hand Vibrator less than 5 years old	01
3	Dump truck at least 20 ton	02
4	Pick up	01

For Lot 4

No.	Equipment Type and Characteristics	Minimum Number required
1	Concrete mixer 1m ³ mix volume less than 8 years old	04
2	Hand Vibrator less than 5 years old	01
3	Dump truck at least 20 ton	02
4	Pick up	01

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

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

Section IV - Bidding Forms

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Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.
Note: *All italicized text is for use in preparing these form and shall be deleted from the final products.*

Date: _____
Bidding No.: _____
Invitation for Bid No.: _____

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer’s country in accordance with ITB 4.7
- (d) We offer to execute in conformity with the Bidding Documents the following Works:

_____;

- (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 _____

In case of multiple lots, total price of each lot

In case of multiple lots, total price of all lots (sum of all lots) _____;

- (f) The discounts offered and the methodology for their application are:
 - i) The _____ discounts _____ offered _____ are:

 - ii) The exact method of calculations to determine the net price after application of discounts is shown below:

_____;

- (g) Our bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable*] 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 Employer’s country laws or official regulations or by an act of compliance with a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union;
- (k) [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];⁹
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

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

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

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

⁹ Bidder to use as appropriate

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of
_____, _____

*: 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 Bill of Quantities/ Schedules of Activities

SUMMARY COST FOR THE CONSTRUCTION OF MARKETING FACILITIES IN THE NORTHWEST REGION

NO	DIVISION	Municipality	Location	Market Hangers	Closeup market sheds	Display market complex	VIP toilet	Borehole
LOT 1	DONG MANTUNG	DM	Nkambe	0	0	1	0	0
	BUI	Bui	Kumbo	0	0	1	0	0
	MENCHUM	menchum	Wum	0	0	1	0	0
		Zhoa	Esu	1	0	0	0	0
	NGOKETUNJIA	Babessi	Babungo	0	1	0	0	0
		Babessi	Balikumbat	0	1	0	1	1
		Babessi	Baba 1	0	1	0	0	0
		Balikumbat	Baligahu	1	0	0	1	1
		Balikumbat	Baligasín	1	0	0	1	1
			subtotal	3	3	3	3	3
LOT 2	NGOKETUNJIA	Ndop	Bambalang	1	1	0	1	1
		Babessi	Bangolan	1	1	0	1	1
		Ndop	Bamessing	1	1	1	1	1
		Babessi	Baba 1	0	0	1	0	0
		Balikumbat	Bafanji	0	0	1	0	0
			subtotal	3	3	3	3	3
LOT 3	BOYO	Fundong	Mbengkas	1	1	0	1	1
		Fundong	fundong	0	0	1	0	0
	MENCHUM	Zhoa	ESU	1	1	0	1	1
		Menchum Valley	Beba	1	0	0	0	0
	MOMO	Mbengwi	Mbengwi	0	0	1	0	0
		Widikum	Widikum	0	1	1	1	1
			subtotal	3	3	3	3	3
LOT 4	MEZAM	Bafut	Aguli (Tingoh)	0	1	0	1	1
		Santa	Matazem	1	0	1	0	0
		Santa	Mbu Laka	1	1	0	1	1
		Bda II	Bafut road	0	0	1	0	0
		Bda III	Nkwen	1	1	1	1	1
		BDD I	Mendaknwe	0	0	1	0	0
	NGOKETUNJIA	Balikumbat	Bamunkumbit	1	1	0	1	1
			subtotal	4	4	4	4	4

SUMMARY COST ESTIMATES LOT 1

No	Description of structure	Unit	QTY	U.P	Amount
1	Construction of Display market complex	u	3		
2	Construction of 10 closed-up sheds,	u	3		
3	Construction of a block hanger with 10 seats,	u	3		
4	Construction of VIP Toilet with 6 squatting holes	u	3		
5	Construction of water supply system (Borehole) powered by solar energy	u	3		
	TOTAL LOT 1 Exclusive Taxes				
	VAT (19.25%)				
	Total inclusive VAT				

SUMMARY COST ESTIMATES LOT 2

No	Description of structure	Unit	QTY	U.P	Amount
1	Construction of Display market complex	u	3		
2	Construction of 10 closed-up sheds,	u	3		
3	Construction of a block hanger with 10 seats,	u	3		
4	Construction of VIP Toilet with 6 squatting holes	u	3		
5	Construction of water supply system (Borehole) powered by solar energy	u	3		
	TOTAL LOT 1 Exclusive Taxes				
	VAT (19.25%)				
	Total inclusive VAT				

SUMMARY COST ESTIMATES LOT 3

No	Description of structure	Unit	QTY	U.P	Amount
1	Construction of Display market complex	u	3		
2	Construction of 10 closed-up sheds,	u	3		
3	Construction of a block hanger with 10 seats,	u	3		
4	Construction of VIP Toilet with 6 squatting holes	u	3		
5	Construction of water supply system (Borehole) powered by solar energy	u	3		
	TOTAL LOT 1 Exclusive Taxes				
	VAT (19.25%)				
	Total inclusive VAT				

SUMMARY COST ESTIMATES LOT 4

No	Description of structure	Unit	QTY	U.P	Amount
1	Construction of Display market complex	u	4		
2	Construction of 10 closed-up sheds,	u	4		
3	Construction of a block hanger with 10 seats,	u	4		
4	Construction of VIP Toilet with 6 squatting holes	u	4		
5	Construction of water supply system (Borehole) powered by solar energy	u	4		
	TOTAL LOT 1 Exclusive Taxes				
	VAT (19.25%)				
	Total inclusive VAT				

BILL OF QUANTITIES FOR THE CONSTRUCTION OF A DISPLAY MARKET COMPLEX					
No	Description	Unit	Quantity	Unit price (F CFA)	Total Amount (F CFA)
	LOT 100-PREPARATORY WORKS				
101	Studies (work execution documents and as built plans and installation of the site)	LS	1.0		
102	Site sign board	LS	1.0		
	Sub Total LOT 100				
	LOT 200-EARTH WORKS				
201	Site clearance and leveling	LS	1.0		
202	Digging of foundation trenches and footing	M3	48.8		
203	Backfilling of the foundation	M3	137		
	Sub Total LOT 200				
	LOT 300-FOUNDATION				
301	Lean Concrete dosed at 150kg/m3	M3	3.7		
302	Blocks of 20x20x40 filled with concrete	M2	100		
303	Reinforce concrete for foundation, footings, pillars and beams(dosed at 350kg/m3)	M3	2.7		
304	Oversite Concrete (8cm thick) 250kg/m3	M2	14.5		
	Sub Total LOT 300				
	LOT 400-BLOCK LAYING				
401	Blocks of 15x20x40	M2	320		
402	Cement plastering	M2	640		
403	Reinforce concrete for pillars, lintels, and tie beams (350kg/m3)	M3	7.2		
	Sub Total LOT 400				
	LOT 500-ROOF AND PARAPET WALLS				
501	Wooden rafters(2x6) treated with xylamon	M3	1.5		
502	Purlines(2x3) treated with xylamon	M3	0.9		
502	Roof cover (Toles bac alu 5/10e)	M2	175		
502	Reinforce concrete for gutter, cupping and parapet walls(350kg/m3)	m3	10.95		
503	Ceiling 5mm with plywood	M2	176		
504	Ceiling knocking	M3	6.7		
505	Drainage pipes Ø100(pvc)+ accessories.	Ml	8.00		
507	Roof ridge 50 cm wide	ml	17.0		
	Sub Total LOT 500				
	LOT600 DOORS				
601	Metallic Doors of (0.8x2.1)m and ironmogery	U	2.0		
602	metallic double doors 0f (1.2x2.1)m	U	2.0		
603	Gate of (3x2.5)m	U	1.0		
605	Angle protective bars for verandas	ml	30		
607	Wooden doors of (0.9*2.1)m	U	5.0		
608	Wooden doors of (0.7*2.1)m	U	3.0		
	SUB TOTAL LOT 600				
	LOT700 WINDOWS				
701	Alluminum Window of (1.5*1.2)m	M2	19.8		
702	Alluminum Window of (0.6*0.6)m	M2	1.1		
703	Alluminum Window of (5*2.1)m	m2	10.5		
704	Window protectors of (1.5*1.2)m	m2	19.8		
705	Window protectors of (0.6*0.6)m	m2	1.1		
706	Window protector of (5*2.1)m	m2	10.5		
	SUB TOTAL700				

	LOT800 TILING				
801	Provide and place ceramic tiles 30x60 on floors and verandars	m2	229.0		
802	Provide and place toilet floor tiles 15x15cm	m2	6.0		
803	Provide and place toilet wall tiles 20 x 30cm	m2	45.0		
804	Sub Total LOT 800				
	LOT900 PLUMBING WORKS				
901	Allow sum for drainage pipes and roof drains	ML	100		
902	Allow sum for evacuation of foul water and waste water pipes to septic tank and soak-away pit	ML	65		
903	Allow sum for evacuation water system of pressure pipes to supply toilets.	ML	65		
904	Provide and fit English Water Closet type complete with accessories	UNIT	3		
905	Provide and fit English Wash hand basins complete	UNIT	3		
906	Provide and fit mirror lamps complete	UNIT	3		
907	Provide and fit toilet floor drains	UNIT	3		
908	Construction of septic tank and soak away pit (1.2x2.5X3m)	NO	1		
909	Inspection chambers 50x50x50 (E,P)	NO	3		
910	Provide and fit toilet roll holders	UNIT	3		
	SUB TOTAL 900				
	LOT1000 DRAINAGE				
1001	Concreting of the surroundings with lean concrete 200kg/km3 and 5cm thickness	M2	46		
1002	Excavation of gutters round the block 30cm wide and 35cm deep	M3	7		
1003	Constructing gutters 30x30, concreting of the base and screeding	M3	6.2		
	SUB TOTAL1000				
	LOT 1100-ELECTRICITY				
1200	Flexible conduit pipes	roll	2.0		
1300	VGW 1,5mm cables	roll	2.0		
1400	Fil THT 2,5mm2	roll	2.0		
1500	Florescent 120 lamps	U	15.0		
1600	Round hublots lamps	U	5.0		
1700	Switches and sockets	U	20.0		
1800	Earth Cable with all installations	LS	1.0		
1900	Circuit Breakers and junction boxes (4 ways)	U	10.0		
	Sub Total LOT 1100				
	LOT 2000-PAINT				
2100	Ceiling paint pantex 800	M2	208		
2200	External walls: two coats of paint pantex 1300	M2	120.0		
2300	Internal walls: two coats of paint pantex 800	M2	245.0		
2400	Application of oil paint on skirting	M2	41.4		
	Sub Total LOT 2000				
	TOTAL AMOUNT EXCLUDING TAXES				

BILL OF QUANTITIES FOR THE CONSTRUCTION OF 10 CLOSED UP SHEDS (SHED TYPE 4)					
No	Description	Unit	Quantity	Unit price (F CFA)	Total Amount (F CFA)
	LOT 100-PREPARATORY WORKS				
101	Studies (work execution documents and as built plans and installation of the site)	LS	1.0		
102	Site sign board	LS	1.0		
	Sub Total LOT 100				
	LOT 200-EARTH WORKS				
201	Site clearance and leveling	LS	1.0		
202	Digging of foundation trenches and footing	M3	58.5		
203	Backfilling of the foundation	M3	185.6		
	Sub Total LOT 200				
	LOT 300-FOUNDATION				
301	Lean Concrete dosed at 150kg/m3	M3	3.2		
302	Blocks of 20x20x40 filled with concrete	M2	185		
303	Reinforce concrete for foundation, footings, pillars and beams(dosed at 350kg/m3)	M3	6.8		
304	Oversite Concrete (8cm thick) 250kg/m3	M2	174.6		
	Sub Total LOT 300				
	LOT 400-BLOCK LAYING				
401	Blocks of 15x20x40	M2	401		
402	Cement plastering	M2	772.8		
403	Reinforce concrete for pillars, lintels, and tie beams (350kg/m3)	M3	7.63		
404	Cement sand screed (5cm) and smooth floor finishing	M2	185.6		
	Sub Total LOT 400				
	LOT 500-ROOF AND ROOF COVER				
501	Wooden rafters(2x6) treated with xylamon	M3	2.3		
502	Purlins(2x3) treated with xylamon	M3	2		
503	Ceiling 5mm with plywood	M2	187.1		
504	Ceiling knocking	M3	7.2		
505	Fascia Board zinc	ml	66.7		
505	Drainage pipes Ø100(pvc)+ accessories.	Ml	24.00		
506	Steel sheet drainage gutter	Ml	34.00		
506	Roof cover (Toles bac alu 5/10e)	M2	150.5		
507	Roof ridge 50 cm wide	ml	24.0		
508	Plain aluminum sheets all round the building	M2	65.0		
509	Eaves in Aluminum sheets	ml	39.0		
	Sub Total LOT 500				
	LOT 600-METALIC WORKS				
601	Metallic Door (120x220) and ironmogery	U	10.0		
602	Angle protective bars for verandas	ml	40.5		
	Sub Total LOT 600				
	LOT 700-ELECTRICITY				
701	Flexible conduit pipes	roll	2.0		
702	VGV 1,5mm cables	roll	2.0		
703	Fil THT 2,5mm2	roll	2.0		

704	Florescent 120 lamps	U	20.0		
705	Round hublots lamps	U	20.0		
706	Switches and sockets	U	20.0		
707	Earth Cable with all installations	LS	1.0		
708	Circuit Breakers and junction boxes (4 ways)	U	10.0		
	Sub Total LOT 700				
	LOT 800-PAINT				
801	Ceiling paint pantex 800	M2	187.1		
802	External walls: two coats of paint pantex 1300	M2	315.0		
803	Internal walls: two coats of paint pantex 800	M2	430.0		
804	Application of oil paint on skirting	M2	41.4		
	Sub Total LOT 800				
	LOT 900-VRD				
901	Gutters	ml	80.0		
902	Concrete paving round the Market sheds	M2	60.0		
	Sub Total LOT 900				
	TOTAL AMOUNT EXCLUDING TAXES				

BILL OF QUANTITIES FOR THE CONSTRUCTION OF A BLOCK OF MARKET HANGER WITH 10 SEATS (SHED TYPE 5)					
No	Description	Unit	Quantity	Unit price (FCFA)	Total Amount (FCFA)
	LOT 100-PREPARATORY WORKS				
101	Studies (work execution documents and as built plans and installation of the site)	LS	1.00		
102	Site sign board	LS	1.00		
	Sub Total LOT 100				
	LOT 200-EARTH WORKS				
201	Site clearance and leveling	LS	1.00		
202	Digging of foundation trenches and footings	M3	32.55		
203	Backfilling of the foundation	M3	45		
	Sub Total LOT 200				
	LOT 300-FOUNDATION				
301	Lean Concrete dosed at 150kg/m3	M3	2.12		
302	Blocks of 20x20x40 filled with concrete	M2	70		
303	Reinforce concrete for foundation, footings, pillars and beams(dosed at 350kg/m3)	M3	3.20		
304	Oversite Concrete (8cm thick) 250kg/m3	M2	75.00		
	Sub Total LOT 300				
	LOT 400-BLOCK LAYING/ELEVATION				
401	Blocks of 15x20x40	M2	60.00		
402	Cement plastering	M2	120.00		
403	Reinforce concrete for pillars, and tie beams (350kg/m3)	M3	3.20		
404	Cement sand screed (5cm) and smooth floor finishing	M2	75.00		
405	Reinforce concrete slab (1.90x1.10x0.08)m for sale persons (350kg/m3)	m3	1.67		
	Sub Total LOT 400				
	LOT 500-ROOF AND ROOF COVER				
501	Wooden rafters(2x6) treated with xylamon	M3	1.6		
502	purlines(2x3) treated with xylamon	M3	0.75		
503	Fascia Board zinc	ml	50.00		
504	Roof cover (Toles bac alu 5/10e)	M2	120.00		
505	Drainage pipes Ø100(pvc)+ Accessories	Ml	10.00		
506	Steel sheet drainage gutter	Ml	40.00		
507	Roof rige 50 cm wide	ml	18.00		
508	Plain aluminum sheets all round the building	M2	46.00		
	Sub Total 500				

	LOT 600-PAINT				
601	External walls: two coats of paint pantex 1300 of suitable color	M2	16.00		
602	Internal walls: two coats of paint pantex 800 of suitable color	M2	33.00		
603	pillars and beam. Two coats of paint pantex 800 of suitable color	M2	59.20		
604	Application of oil paint on skirting	M2	14.40		
	Sub Total LOT 600				
	LOT 700-VRD				
701	Gutters	ml	45.60		
702	Concreting of roof gutter and finishing	m3	1.59		
703	Concrete paving round the market shade	M2	55.00		
	Sub Total LOT 700				
	TOTAL AMOUNT EXCLUDING TAXES				

CONSTRUCTION OF VIP TOILET WITH 6 SQUATTING HOLES					
No	Description	Unit	Quantity	Unit price (FCFA)	Total Amount (FCFA)
	LOT 100-PREPARATORY WORKS				
1201	Studies (work execution documents and as built plans and installation of the site)	LS	1.0		
1202	Site sign board	LS	1.0		
	Sub Total LOT 100				
	LOT 1300-EARTH WORKS				
1301	Site clearance and leveling	LS	1.00		
1302	Digging of foundation and pit	M3	57.4		
1303	Disposing of excavated soil	M3	49.3		
	Sub Total LOT 1300				
	LOT 1400-FOUNDATION				
1401	Lean Concrete	M3	1.5		
1402	Blocks of 20x20x40 filled with concrete	M2	8.0		
1403	Reinforce concrete for foundation, footings, pillars and beams(dosed at 350kg/m3)	M3	2.3		
1404	Oversite Concrete (8cm thick) 350kg/m3	M2	25.0		
	Sub Total LOT 1400				
	LOT 1500-BLOCK LAYING				
1501	Blocks of 15x20x40	M2	165.0		
1502	Cement plastering	M2	330.0		
1503	Reinforce concrete slab for pillars, lintels, window sill and tie beams (350kg/m3)	M3	2.0		
1504	Claustras (fancy blocks)	M2	7.2		
	Sub Total LOT 1500				
	LOT 1600-ROOF AND ROOF COVER				
1601	Wooden rafters(2x6) treated with xylamon	M3	1.0		
1602	purlines(2x3) treated with xylamon	M3	1.0		
1603	Ceiling 5mm with plywood	M2	21.1		
1604	Ceiling knocking	M3	1.0		
1605	Fascia Board zinc	ml	12.0		
1606	Roof cover (Toles bac alu 5/10e)	M2	61.4		
1607	Roof rige 50 cm wide	ml	10.0		
1608	Plain aluminum sheets all round the building	M2	3.5		
	Sub Total 1600				
	LOT 1700-METALIC WORKS				
1701	Simple metallic doors (97x220) for external and (70x210) for internal and complete	U	8.0		
	Sub Total LOT 1700				
	LOT 1800-PAINT				

1801	Ceiling paint pantex 800	M2	30.0		
1802	External two coast wall paint pantex 1300	M2	76.0		
1803	Internal walls two coast paint pantex 800	M2	86.0		
1804	Wooden and metal works with oil paint	M2	14.0		
	Sub Total LOT 1800				
	LOT 1900-VRD				
1901	Gutters	ml	80.0		
	Concrete Paving round the Toilet including step				
1902		M2	25.9		
	Drainage pipes Ø100(pvc)+ accessories for air vent				
1903		U	3.0		
	Sub Total LOT 1900				
TOTAL AMOUNT EXCLUDING TAXES					

BILL OF QUANTITIES FOR THE CONSTRUCTION OF BOREHOLE					
No	Designation	Unit	Q'ty	U.P	Amount
100 - SITE INSTALLATION					
100	Site selection: Hydrogeologic, geophysical and Implantion	U	1		
101	Mobilization: transportation of material and equipment	U	1		
102	Performance program/ as built drawings	U	1		
SUB TOTAL 100					
200 - DRILLING WORKS					
201	Installation and withdrawal of drilling rig and other equipment	U	1		
202	Air Rotary Drilling of \varnothing 9" 7/8 in unconsolidated loose formations from 0 - 25m	ml	25		
203	Instalation and removal of temporal PVC or metalic	ml	25		
204	Air rotary and percussion Drilling with the down - the - hole hammer of \varnothing 6" 1/2 to 6" 3/4 in hard rock from 25 - 60m		35		
SUB TOTAL 200					
300 - DESIGN, CLEANING, DEVELOPMENT AND PUMPING TEST					
301	Supply and installation of PVC casting of \varnothing 112 - 125mm	ml	60		
302	Supply and installation of PVC screen of \varnothing 112 - 125mm zith slot opening of $\varnothing \leq 2$ mm	ml	20		
303	Supply and putting in place of a gravel pack of a quartzeous nature and calibration : (1-2mm) or (2-4mm)	m3	1		
304	Putting in place of the borehole cap	U	1		
305	Cleaning and development of the borehole by the air lift method	U	1		
306	Pumping test	U	1		
307	Sampling and physico-chemical Analysis of water from the borehole	U	1		
308	Disinfection of the borehole	U	1		
SUB TOTAL 300					
400 - SUPERSTRUCTURE AND SOLAR PUMP INSTALLATION					
401	Construction of a pump stand followed by " margelle, anti bourbien, regard de visit" etc.	m2	1		
402	Supply and installation of a solar pump for deep well of at least 30m head		1		
403	Supply and installation solar panels with all accessories to generate 24volt DC for water pumping		1		
404	construction of a soak away pit with a concrete slab + a drainage network(made of a burial PVC pipe) of length 8m +the supply and installation of a chain and padlock for the pump		1		
405	Fencing of the pumping station	U	1		

406	construction of stand and shed to hold plastic water tank of 3000l (3m3) at least 4m from the ground with a technical room, ventilated and secured with a metal door	U	1		
407	Supply of 3m3 plastic tank	U	1		
SUB-TOTAL 400					
500 - TRAINING ON MAINTANANCE AND OPERATION					
501	Training of 02 care takers of the pump	LS	1		
502	Planting of grass and flower	LS	1		
503	Supply and putting in place of a toolbox for preparation and maintenance operation of the pump	FF	1		
SUB-TOTAL 500					
	TOTAL FOR ONE BOREHOLE SYSTEM				

UNIT PRICE BREAKDOWN FORMAT

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

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

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

Date: *[Insert date of issue]*

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

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

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

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document.

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. _____

[signature(s)]

Form of Bid Security (Bid Bond)

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

BOND NO. _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document;

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

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

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

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹⁰ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

Technical Proposal

Technical Proposal Forms

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ESHS Management Strategies and Implementation Plans**
- **Code of Conduct (ESHS)**
- **Equipment**
- **Key Personnel Schedule**
-
- **Others**

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

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

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

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (i) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements in Section VII.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Form EQU: Equipment

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

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

Omit the following information for equipment owned by the Bidder.

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

Contractor's Representative and Key Personnel Schedule

Form PER-1: Proposed Personnel

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER 2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate:	

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

Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder		
Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Bidder's Qualification

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

Form ELI 1.1 - Bidder Information Sheet

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's actual or intended Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 4.1 <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.

Form ELI 1.2 - Party to JV Information Sheet

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

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

**Form CON 2 - Historical Contract Non-Performance, Pending
Litigation and Litigation History**

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

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor.2.1 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.1 of Section III(Evaluation and Qualification Criteria).			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.3 of Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.3 of Section III (Evaluation and Qualification Criteria), as indicated below			
Year	Amount in dispute (currency)	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate “Employer” or “Contractor”]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON 3 - ESHS Performance Declaration

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

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

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

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

IFB No. and title: *[insert IFB number and title]*

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

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

Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>

Financial Situation

Form FIN 3.1 - Historical Financial Performance

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

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

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

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

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

2. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹¹ for the _____ years required above; and complying with the requirements

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

Form FIN 3.2 - Average Annual Turnover

Bidder’s Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

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

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

Form FIN 3.3 - Financial Resources

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

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

Form CCC - Current Contract Commitments / Works in Progress

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

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

Form EXP 4.1 - General Experience

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

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

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

Form EXP 4.2(a) - Specific Experience

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

Page _____ of _____ pages

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

Form EXP –4.2(a) (cont.)
Specific Experience (cont.)

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

Similar Contract No. __[insert specific number] of __[insert total number of contracts] required	Information
Description of the similarity in accordance with Sub-Factor 4.2a) of Section III (Evaluation and Qualification Criteria):	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

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

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

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

Form EXP –4.2 (b)(cont.)
Specific Experience in Key Activities (cont.)

Bidder’s Legal Name: _____ Page _____ of _____ pages
JV Partner Legal Name: _____
Subcontractor’s Legal Name: _____

	Information
Description of the key activities in accordance with Sub-Factor 4.2b) of Section III (Evaluation and Qualification Criteria):	

Section V - Eligible Countries

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

1. In accordance with Para 1.8.1 of the Procurement Policy of the Guidelines for Procurement of Goods, Works and Related Services under Islamic Development Bank Project Financing, (April 2019 edition, amended from time to time), it is a fundamental policy of IsDB that the Goods, Works and related services provided by the Contractor, and its associates and sub-contractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. The Beneficiary shall advise prospective Bidders that bids will only be considered from Firms that are not subject to these Boycott Regulations. The Bidder shall provide a letter of oath to that effect.

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

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

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

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

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

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

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

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

Section VI - IsDB Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, (April 2019 edition, amended from time to time)

Fraud and Corruption:

1.15.1. It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts¹². In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.15.1 (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;

¹² In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

-
- c) will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
 - d) will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures¹³, 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.

¹³ 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 Works Requirements

Section VII - Works Requirements

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Scope of Works

SUMMARY COST FOR THE CONSTRUCTION OF MARKETING FACILITIES IN THE NORTHWEST REGION

NO	DIVISION	Municipality	Location	Market Hangers	Closeup market sheds	Display market complex	VIP toilet	Borehole
LOT 1	DONG MANTUNG	DM	Nkambe	0	0	1	0	0
	BUI	Bui	Kumbo	0	0	1	0	0
	MENCHUM	menchum	Wum	0	0	1	0	0
		Zhoa	Esu	1	0	0	0	0
	NGOKETUNJIA	Babessi	Babungo	0	1	0	0	0
		Babessi	Balikumbat	0	1	0	1	1
		Babessi	Baba 1	0	1	0	0	0
		Balikumbat	Baligahu	1	0	0	1	1
		Balikumbat	Baligasín	1	0	0	1	1
			subtotal	3	3	3	3	3
LOT 2	NGOKETUNJIA	Ndop	Bambalang	1	1	0	1	1
		Babessi	Bangolan	1	1	0	1	1
		Ndop	Bamessing	1	1	1	1	1
		Babessi	Baba 1	0	0	1	0	0
		Balikumbat	Bafanji	0	0	1	0	0
			subtotal	3	3	3	3	3
LOT 3	BOYO	Fundong	Mbengkas	1	1	0	1	1
		Fundong	fundong	0	0	1	0	0
	MENCHUM	Zhoa	ESU	1	1	0	1	1
		Menchum Valley	Beba	1	0	0	0	0
	MOMO	Mbengwi	Mbengwi	0	0	1	0	0
		Widikum	Widikum	0	1	1	1	1
			subtotal	3	3	3	3	3
LOT 4	MEZAM	Bafut	Aguli (Tingoh)	0	1	0	1	1
		Santa	Matazem	1	0	1	0	0
		Santa	Mbu Laka	1	1	0	1	1
		Bda II	Bafut road	0	0	1	0	0
		Bda III	Nkwen	1	1	1	1	1
		BDD I	Mendaknwe	0	0	1	0	0
	NGOKETUNJIA	Balikumbat	Bamunkumbit	1	1	0	1	1
			subtotal	4	4	4	4	4

Specifications

TECHNICAL SPECIFICATIONS SUMMARY

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1 - SITE WORK

SCOPE OF WORK

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

LINES, GRADES AND BENCHMARKS

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

2 - EARTHWORKS

EXCAVATION:

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

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

FILLING AND BACKFILLING

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

PLACING AND COMPACTING FILL

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

DISPOSAL OF SURPLUS MATERIALS

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

3. WATER PROOFING

DAMP-PROOF COURSE:

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

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

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

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

DAMP-PROOF MEMBRANE:

The under-surface bed damp-proof membrane, unless otherwise specified shall be:

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

4. REINFORCED CONCRETE:

GENERAL

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

MATERIALS

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

All secondary ties such as stirrups, spirals and insets may be plain bars. The main reinforcing bars shall be as follows:

NO 1.	φ	6mm
NO 2.	φ	8mm
NO 3.	φ	10mm
NO 4.	φ	12mm
NO 5.	φ	14mm

The reinforcement must be tied form using binding wire. Do not superpose more than 3 bars by putting 1 on top of the other. Bars having the largest section must always be provided with hooks at their extremes.

PROPORTIONING AND MIXING OF CONCRETE

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

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

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

FORMS

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

PLACING REINFORCEMENT

- GENERAL – Steel reinforcement shall be provided as indicated, together with all necessary wire ties, chairs, spacers, supporters and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed shall be free from loose, flaky rust and scale oil grease, clay and foreign substances that would reduce or destroy its bond with concrete. Reinforcement shall be placed accurately and secured in place by use of metal or concrete supports, spacers and ties. Such supports shall be of sufficient strength to maintain the operation. The supports shall be used in such manner that they will not be exposed or contribute in any way to the deterioration of the concrete.
- PLACING – Concrete shall be vibrated into the corners and angles of the forms and around all reinforcements and embedded items without permitting the material to segregate. Concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequent segregation is reduced to a minimum near forms or embedded items or elsewhere as directed, the discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30 centimetres in depth within the maximum, lateral movements specified.
- Time interval between mixing and placing concrete shall be placed before initial set has occurred and before it has contained its water content for more than 45 mins.
- Consolidation of Concrete – Concrete shall be consolidated with the aid of; mechanical vibration equipment and supplemented by hand spading and tamping vibrators shall not be inserted into the lower course that have commenced initial set and reinforcement embedded in concrete beginning to set or already set shall not be disturbed by vibrators. Consolidation around major embedded parts shall be by hand spading and tamping and vibration shall not be used.
- Placing concrete through reinforcement – In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the

congestion of steel near the forms makes placing difficult, a layer of mortar of the same cement sand ratios as used in concrete shall be first deposited to cover the surface.

CURING

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

FINISHING

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

5. BLOCK WORKS

MATERIALS

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

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

- Cement shall be Artificial Portland cement, (APC 325)
- Mortar – Mix mortar from 3 – 5 mins in such quantities as needed for immediate use, re-tampering will be permitted if mortar stiffens because of premature setting. Discard such materials as well as those, which have not been used within 1hr after mixing.
- Proportioning: Cement mortar shall be one (1) part Portland cement and two (2) parts sand by volume but not more than one part Portland cement and three (3) parts sand by volume.

	Normal Proportion	Maximum Proportion
Cement	1	1
Sand	2	3

ERECTION

- All masonry shall be laid plumb, true to line, with level and accurately spaced courses, and with each course breaking joint with the course below. Bond shall be kept plumb throughout; corners shall be plumb and true. Units with greater than 12% absorption shall be wet for at least 2 hrs before laying. Work required to be built in with masonry, including anchors, wall plugs and accessories, shall be built as the erection progresses.
- **Masonry Units** – Each course shall be solidly bedded in Portland cement mortar. All horizontal and vertical points shall be completely filled with mortar and as laid, each course shall be bonded at corners and intersections. No cells shall be left open in face surfaces. All cells shall be filled up with mortar

for exterior walls. Units terminating against beam or slab so fit shall be wedged tight with mortar. Do not lay cracked, broken or detached block.

- The block work shall be carried up in a uniform manner, no one portion being raised more than 1,2 m above another at one time.
- Lintels shall be of concrete and shall be enforced as shown on the drawings. Lintels shall have minimum depth of 20 cm and shall extend at least 20cm on each side of opening.

MORTAR JOINTS:

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

6. PLASTERING:

Walls shall be well wetted before plastering is commenced.

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

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

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

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

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

SCAFFOLDING

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

7. FLOORING AND TILING

SCREED FLOOR:

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

VITRIFIED FLOOR TILE INSTALLATION

- Do not start floor tiling in works that involve tilling both wall and floor, finish with wall tiles before starting the flooring
- Before spreading setting bed, establish borderline centre wires in both directions to permit laying pattern with minimum of cut tiles. Lay floors without borders from centreline outwards. Make adjustments at walls.

- Clean concrete sub floor and moisten it without soaking. Sprinkle dry cement over surface. Spread setting bed mortar on concrete and tamp to assure good bond over the entire area then screed to smooth level bed. Set average setting bed thickness at 15mm but never less than 12mm.

WALL TILE INSTALLATION.

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

8. CARPENTRY AND JOINERY WORK

MATERIALS

QUALITY OF TIMBER:

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

(i) TREATMENT OF THE TIMBER:

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

KIND OF TIMBER

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

9. ARCHITECTURAL FINISHES SCHEDULE:

FLOORING

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

WALLING

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

CEILINGS

- All interior ceiling shall be of strip ceiling

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

DOORS

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

WINDOWS

- All windows shall be wood casement.
- Other windows as indicated in the plan shall be glass jalousie.
- Glass and glazing: all windows shall be glazed on the outside with steel casement putty, glass shall be puttied and face-puttied in a neat trim line manner, with steel glazing chips.
- Provide louvers below the ceiling and wall partition of bedrooms without exterior window access.

FINISHING HARDWARE.

- Butt hinges: unless otherwise approved, use brass, polished and finely finished, mortise ball bearing 5 knuckles, non-rising loose pins, Use one and one-half pairs (3) pairs of hinges per leaf of doors more than 1.80m high, loose pin butt for room doors, fixed pin butt for closed.
- Keying and keys; locks shall be keyed in sets and sub sets to provide maximum expansion. All sets shall be grand master and all entrance locks shall be great grand mastered keyed per unit.

RIM BOLTS: Rim bolts keeper shall be chrome finished.

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

Cabine hinges shall be "Washington" type or plano hinges heavily chrome or nickel-plated.

Cabinet and closet catches shall be plastic roller types.

Provide yale door closers for all swing exterior doors. (Pivoted)

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

10. ROOFING**MATERIALS:**

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

INSTALLATION WORKMANSHIP:

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

11. PLUMBING WORKS:

GENERAL:

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

MATERIALS:

Diameters, of evacuation tube to be used in fitting.

Wash hand basin.....	32mm
Vitrified porcelain urinals	40mm
Pool baths	40mm
Taps	32mm
Showers	40mm
Toilet seats	100mm
Collections & canalisation of rain water	100/125/200mm

ALTERNATE MATERIALS:

Alternate material allowed, provided such alternate as approved by engineer such as PVC pipes for sewer and drainage pipes.

Each length of pipe, fitting, fixture and device used in plumbing system shall have cast, stamped or indelibly marked on it, manufacturer’s trademark.

INSTALLATION:

- Install plumbing fixtures as indicated on drawing, furnishing all bracket, cleats clip plates and anchors required supporting fixtures rigidly in place.
- Install all fixtures and accessories in locations directed in accordance with the manufacturer’s instructions, minimizing pipe fittings.
- Protect items with approval means to maintain perfect conditions. remove work damaged or defective and replace with perfect item without extra cost to owner:
- All PVC soil drainage pies shall have a minimum slope of 1%.
- Vertical pipes shall be secured strongly by hooks to building framing. Provide suitable bracket or chairs at the floors from which they start. Where an end or circuit vent pipe from any fixtures or line of fixture is connected to a vent line serving other fixtures, connection shall be at least 1.20m above floor on which fixtures are located, to prevent use of any vent line as a waste. Horizontal pipes shall be supported by well-secured strap hangers.
- Connection of water closets to soil pipes shall be made by means of flanged plates and asbestos packing without use of rubber putty or cement.

ROUGH-IN

- All items to be embedded in concrete shall be thoroughly clean and free from all rust, scale and paint.
- All changes in pipe sizes on soil, wash and drain shall be provided with reducing fittings or recess reducers.
- Plumber shall take high corrosive nature ground within site into recount. Protective features shall be installed to prevent corrosion of all water pipes installed underground.
- Extend piping to all fixtures, outlets and equipment, from gate valves installed in the branch near the riser.
- All pipes shall be cut accurately to measurements, and worked onto place without springing or forcing.
- Care shall be taken as not to weaken structural portions of the building.

12. ELECTRICAL WORKS

SCOPE OF WORK

- The work consist of furnishing of all materials and labour, tolls and equipment and all necessary services to complete the electrical work ready for operation as shown in the drawings and specified as follows:
- Supply and installation of the main and sub-feeders from electrical panel boards up to service entrance.
- Supply and installation of electrical panel boards, gutters, pull box and accessories box as required.
- Supply of wiring devices porcelain receptacles, outlets, switches etc. complete with suitable cover plates as per specifications.
- Supply and installation for all branch feeders circuits from panel boards up to all outlets, switches, controls other loads; wiring as show in plan.
- Installation of all owners furnished material such as lighting fixtures and electrical control.
- Grounding system as per EE Code requirements.
- The contractor shall secure that all EE standards are respected

CODES AND REGULATIONS:

The electrical work shall be done in accordance with all the requirements from the latest issue Cameroon Electrical codes, with rules and regulations and ordinances of the local enforcing authorities and Requirements of the AES SONEL Company.

DRAWINGS AND SPECIFICATION:

- All installation shall be done in a competent manner and include all necessary works that may not be clearly indicated in the plans or schematic but necessary to attain the purpose or intent of the design scheme.
- The plane indicating the general lay out of the system and the location of outlets are diagrammatic, and may be adjusted as required by the Engineer before installation.
- The contractor shall record all accomplishments as work progresses in a set of records plan. Three (3) sets of drawing shall be duly signed and sealed by the supervisor-in charge of construction shall be submitted for the owners and Engineer's references and maintenance purposes.

MATERIALS AND WORKMANSHIP.

All materials to be supplied shall be new and of high quality. Materials shall be standard products from reputable manufactures.

TECHNICAL SPECIFICATIONS:

- Power service 220 volts, single phase, and 3 wire solid neutral 50hertz.
- Wiring methods: all power and control wiring shall be in rigid mild steel conductor.
- Grounding: Panel boards, race ways, gutters, metallic conduits and other non-current carrying metal parts of equipment, heaters, motor frames, shall be provided with effective grounding connection to a grounded cold centre pipe.
- Main and branch feeders:
- Conductors and complete conduct systems shall be provided as shown in drawing and no change, in sizes shall be made without approval by the Engineer or his authorized representative.
- Panel Board:
- Furnish and installs the electrical panel-boards as shown in plan.
- Receptacles switches: Outlets:
 1. Provide as indicated in drawing, the switches and receptacles with proper cover plates: Switches shall be of the quiet-matic type, or approved equal.
 2. Receptacles shall be duplex with proper cover plates rated 10amp. Min 220vV.
 3. Lighting outlets at ceiling shall be provided with 100mm octagonal box. Using TW wire CHB in flexible conduit makes connection from fixture to boxes.

LIGHT FIXTURES:

- Lighting fixtures shall be furnished and installed by the contractor. Detail of fixture design when not standard shall be shown in the Architectural Drawing.
- Fluorescent fixtures shall be complete set with lamps and ballast of high quality, Philips G. C. phallic or approved equal.

WIRES AND CABLES:

No wires shall be drawn into a raceway until it is complete with all necessary fitting, boxes supports. Connections shall be securely fastened such as not to loosen under vibration and normal strain. All connections splices shall be made with approved methods.

13. APPLICATION:

- Fire retardant chemicals must be applied by the fire Retardant applicator duly
- authorized by the fire retardant chemical manufacturer/blender and certified by the fire
- code implementing agencies. The applicator and/or his men must follow good painting
- practices using paintbrush, spray or rollers. They must conform to the following rate of
- application
- All wooden doors and stairs shall be treated with fire retardant at the rate of 3m² per gallon for class a flame spread rating or the three (3) coatings.
- All ceiling boards, panelling and all wooden structures of the building that are found along corridors, lobbies and kitchen shall be treated at the rate of 13.5m² per gallon or two (2) coating.
- All interior panelling, ceiling, floors, closets, cabinets and all other wooden components found in the interiors of the building shall be treated with fire retardant chemicals at the rate of 18.6m. I gallon or one coat.
- All other exterior wooden based component of the building such as sidings, fascia boards, eaves, etc. shall be treated with fire retardant at the rate of 13.5m² per gallon or two (2) coatings.

14. GUARANTEE:

- The contractor shall and hereby warrants that all fire retardation work executed under this section shall be free from defects of materials and workmanship for a period of five (5) years from the date of completion of application.
- The contractor further agrees to that he will at his own expense repair and replace all such defective work and all other works damage thereby which becomes defective during the term of this warranty.

Environmental, social, health and safety requirements

The Works' policy goal, as a minimum, Bidders should integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. IsDB may prescribe additional issues to be included which may also address climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

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

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.

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

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

The policy should be signed by the senior manager of the Employer. This is to signal the

intent that it will be applied rigorously.

MINIMUM CONTENT OF ESHS REQUIREMENTS

In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:

- project reports e.g. ESIA/ESMP
- consent/permit conditions
- required standards
- relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards
- relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides
- relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment
- grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA
- GBV/SEA prevention and management

The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:

General Conditions of Contract

Sub-clause 3	Language and Law
Sub-clause 7.1	Subcontracting
Sub-clause 8.1	Other Contractors
Sub-clause 9	Personnel and Equipment
Sub-clause 12	Contractor’s Risks
Sub-clause 15.1	Contractor to Construct the Works
Sub-clause 18	Safety and Protection of the Environment
Sub-clause 19.1	Discoveries
Sub-clause 31	Early Warnings
Sub-clause 41.4	Payments

MINIMUM REQUIREMENTS FOR THE BIDDER’S CODE OF CONDUCT

A satisfactory code of conduct will contain obligations on all Contractor’s personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term “child” / “children” means any person(s) under the age of 18 years.

The issues to be addressed include:

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

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

- received a copy of the code;

- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

PAYMENT FOR ESHS REQUIREMENTS

The payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic safety, should be covered by the Bidder's rates for the relevant work as well as the Environmental mitigation measures including Trees planting / Vertiva to stabilize the soil and prevent erosion and landslides. In addition, a provisional sum maybe set aside for discrete activities, for example for HIV counselling service, and GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.

DRAWINGS

Structures :

- 1) Display Market Complex
- 2) Block of Closeup market sheds
- 3) Block of market hangers
- 4) VIP toilet with six squatting holes

Designs:

Each structure include the following drawings:

- 1) Floor plans,
- 2) Foundation plan,
- 3) Roof plan
- 4) Sections
- 5) Elevations

Supplementary Information

MAP OF NORTHWEST

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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

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

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

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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

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

reports about the surface and subsurface conditions at the Site.

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

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,

- (g) Drawings,
 - (h) Bill of Quantities,¹⁴ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 4. Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation** 5.1 Otherwise specified in the **PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the PCC shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

¹⁴ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

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

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|--|--|
| 16. The Works to Be Completed by the Intended Completion Date | 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date. |
| 17. Approval by the Project Manager | <p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p> |
| 18. Safety | <p>18.1 The Contractor shall be responsible for the safety of all activities on the Site.</p> <p>18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p> |
| 19. Discoveries | 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them. |
| 20. Possession of the Site | 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21. Access to the Site | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |

22. Instructions, Inspections and Audits

- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its sub-contractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Pursuant to paragraph (e) of Appendix to the General Conditions, the Contractor shall permit and shall cause its sub-contractors and sub-consultants to permit, IsDB and/or persons appointed by IsDB to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by IsDB if requested by IsDB. The Contractor's and its sub-contractors' and sub-consultants' attention is drawn to Sub-Clause 57.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of IsDB's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to IsDB's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally

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

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

B. Time Control

25. Program

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

26. Extension of the Intended Completion Date

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the

effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

- 27. Acceleration**
- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 30. Early Warning**
- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

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

D. Cost Control

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 36. Changes in the Contract Price** 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

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

37. Variations

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

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

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

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

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

37.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance

of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

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

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

without compromising the functionality of the Works.

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

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

38. Cash Flow Forecasts

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

39. Payment Certificates

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

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

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

39.4 The value of work executed shall comprise:

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

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

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

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid penalty on the late payment in the next payment. Penalty shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of penalty for each of the currencies in which payments are made.

40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid penalty upon the delayed payment as set out in this clause. Penalty shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

41.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project

Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

43. Currencies

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

44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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

where:

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

A_c and B_c are coefficients¹⁵ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be

¹⁵ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

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

45. Retention

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

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

46. Liquidated Damages

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

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

47. Bonus

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

48. Advance Payment

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

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

supplying copies of invoices or other documents to the Project Manager.

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

49. Securities

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

50. Dayworks

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

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

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

51. Cost of Repairs

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

E. Finishing the Contract

52. Completion

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

53. Taking Over

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

54. Final Account

54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

55. Operating and Maintenance Manuals

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

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

56. Termination

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;

- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in Fraud and Corruption, as defined in paragraph (a) of the Appendix to the GC in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

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

57. Fraud and Corruption

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

57.2 The Employer requires the Contractor 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.

58. Payment upon Termination

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

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

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

- 59. Property** 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 60. Release from Performance** 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of IsDB Financing** 61.1 In the event that IsDB suspends the Financing to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received IsDB's suspension notice.
 - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

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 edition, amended from time to time)

Fraud and Corruption:

1.15.1 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 contracts¹⁶. 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 1.15.1(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;

¹⁶ In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- c) will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
- d) will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures¹⁷, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
 - i. to be awarded a IsDB-financed contract; and
 - ii. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
- e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

¹⁷ A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding.

Section IX - Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: <i>Islamic Development Bank</i>
GCC 1.1 (s)	The Employer is MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT / RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP) AYABA STREET, OPPOSITE MANSFIELD PLAZA HOTEL P.O. BOX 1116 BAMENDA, TEL:(+237) 233 36 10 07, FAX: (+237) 233 36 16 65
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be Eighteen (18) months for each lot from date of notification of service order to start
GCC 1.1 (y)	The Project Manager is Integrated Engineering Associate (IEA) Cameroon Contract Engineer: Project Infrastructure Engineer
GCC 1.1 (aa)	The Site is located at
GCC 1.1 (dd)	The Start Date shall be <i>from the date of notification of service order to start work.</i>
GCC 1.1 (hh)	The Works consist of <ul style="list-style-type: none"> • Preliminary works • Earthworks • Foundation • Block laying/Elevation • Roof and parapet walls • Roof and roof cover • Finishes • Painting • Metallic Work • Drainage works • Drilling works • Design, cleaning, development and pumping test • Superstructure and solar pump installation • Training on maintenance and operation
GCC 2.2	Sectional Completions are: NOT APPLICABLE
GCC 2.3(i)	The following documents also form part of the Contract: <ul style="list-style-type: none"> (i) the ESHS Management Strategies and Implementation Plans; and (ii) Code of Conduct (ESHS).

	(iii) Technical specification and drawings (iv) Bidding document. (v) Execution program (vi) The bid
GCC 3.1	The language of the contract is ENGLISH The law that applies to the Contract is the law of the Republic of Cameroon
GCC 5.1	The Project manager may not delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. <i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]</i>
GCC 9.2	Code of Conduct (ESHS) The following is inserted at the end of GCC 9.2: “The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, and gender based violence (GBV), sexual exploitation or abuse, illicit activity or crime).”
GCC 13.1	The minimum insurance amounts and deductibles shall be: <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: 105% of contract amount (b) For loss or damage to Equipment: 105% of contract amount (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 105% of contract amount (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: 5,000,000FCFA (ii) of other people: 5,000,000FCFA.
GCC 14.1	Site Data are: Site layout plans, Block plan and various building drawings

GCC 16.1 (add new 16.2)	ESHS Management Strategies and Implementation Plans The following is inserted as a new sub-clause 16.2: <p>“ 16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
GCC 20.1	The Site Possession Date(s) shall be: Date of site installation
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator Regional Delegate of Public works.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: 10,000 FCFA per hour and reimbursable expenses for transportation
GCC 24.4	Institution whose arbitration procedures shall be used: The competent Court in Cameroon: Court of First Instance Bamenda The place of arbitration shall be: Bamenda, Cameroon
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
GCC 25.2	ESHS Reporting Inserted at the end of GCC 25.2: <p>“In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in</p>

	<p>Appendix. In addition to Appendix reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> (b) confirmed or likely violation of any law or international agreement; (c) any fatality or serious (lost time) injury; (d) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (e) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (f) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.
GCC 25.3	<p>The period between Program updates is monthly days.</p> <p>The amount to be withheld for late submission of an updated Program is 25,000FCFA for everyday delayed.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 12 months
D. Cost Control	
GCC 37.2	<p>At the end of 37.2 add after the first sentence:</p> <p>“The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”</p>
GCC 37.7	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be 50% of the reduction in the Contract Price.
GCC 37.7	<p>In the first paragraph insert new sub-paragraph (d):</p> <p>“(d) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;”</p>
GCC 39	<p>Add new GCC 39.7:</p> <p>39.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld</p>

	<p>until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> (i) failure to comply with any ESHS obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
GCC 42.1	The IsDB financing <i>does not</i> cover the payment of taxes, duties, fees and any imposition of similar nature.
GCC 43.1	The currency of the Employer's country is: FCFA
GCC 44.1	The Contract " <i>is not</i> " subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients " <i>does not</i> " apply.
GCC 45.1	The proportion of payments retained is: five percent (5%)
GCC 46.1	The liquidated damages for the whole of the Works are 0.05% per day for the first thirty days and 0.1% for each additional day after the first thirty days. The maximum amount of liquidated damages for the whole of the Works is ten percent (10%) of the final Contract Price.
GCC 48.1	The Advance Payments shall be: 20% of the initial contract Price in FCFA and shall be paid to the Contractor no later than 45 days against a submission of an advance payment guarantee of an equivalent amount from an

	approved bank. Bank Guarantees from insurance companies shall not be accepted.
GCC 49.1	An Environmental, Social, Safety and Health (ESHS) Performance Security <i>'shall not'</i> , be provided to the Employer.
GCC 49.1	The Performance Security amount is 5% of the Contract Price (a) Bank Guarantee: 5% of contract price or (b) Performance Bond: 5% of contract price
E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is NOT APPLICABLE The date by which “as built” drawings are required is at presentation of last interim bill after provisional reception
GCC 55.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 0.05% of the contract amount per day
GCC 56.2 (g)	The maximum number of days is: DAYS EQUIVALENT TO 10% OF CONTRACT AMOUNT AS PENALTY BECAUSE OF DELAYS IN EXECUTION
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 10 % percentage

APPENDIX

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries and all fatalities that require treatment;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - iii. *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - i. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
 - ii. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations*

observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f. worker accommodations:

- i. number of expats housed in accommodations, number of locals;
- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
- iii. actions taken to recommend/require improved conditions, or to improve conditions.

g. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);

i. training:

- i. number of new workers, number receiving induction training, dates of induction training;
- ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
- iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
- iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

j. environmental and social supervision:

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic and vehicles/equipment*:
 - i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
 - i. dust: number of working bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section X - Contract Forms

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

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Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

IFB No: *[insert IFB 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

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

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

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

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

Further information:

For more information see the Procurement Guidelines (Annex B). 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 B).

6. Standstill Period

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

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

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

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Letter of Acceptance

[On letterhead paper of the Employer]

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

To: [Name and address of the Contractor]

Subject: [Notification of Award Contract No].

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

You are requested to furnish the Performance Security and an Environmental, Social, Health and Safety Performance Security **[Delete ESHS Performance Security if it is not required under the contract]** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ESHS Performance Security Form, **[Delete reference to the ESHS Performance Security Form if it is not required under the contract]** included in Section X (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

Performance Security
Option 1: (Demand Guarantee)

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

Beneficiary: *[Name and Address of Employer]*

Date:

Performance Guarantee No.:

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

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

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

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

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

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

Note –

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

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

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

Option 2: Performance Bond

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

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

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

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

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Environmental, Social, Health and Safety (ESHS) Performance Security

ESHS Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the Day of, 2...², 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.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

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

Advance Payment Security

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

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

We have been informed that [Name of the Contractor]. (hereinafter called “the Contractor”) has entered into Contract No. [Reference number of the Contract]. dated with you, for the execution of [Name of contract and brief description of Works]. (hereinafter called “the Contract”).
Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [Name of the currency and amount in figures] ¹. (. [amount in words].) is to be made against an advance payment guarantee.

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

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

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

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

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

Note –

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

1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.
2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Retention Money Security

Demand Guarantee

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

RETENTION MONEY GUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

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

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 Group¹ AML & KYC Questionnaire (Non-Financial Institutions)

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

¹ 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

N

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

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

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

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

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

12. Does your institution have policies to cover relationships with Politically Exposed Persons (PEPs), their families and close			
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.			
II. Risk Assessment	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			
III. Know Your Customer, Due Diligence and Enhanced Due	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			
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?			
IV. Reportable Transactions and Prevention and Detection of Transactions with Illegally Obtained Funds	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?			
V. Transaction Monitoring			
21. Does your institution have a monitoring program for unusual and potentially suspicious activities that could expose your institution			
22. Does your institution filter payments against relevant United Nations sanctions lists?			
VI. AML Training	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"> • Identification and reporting of transactions that must be reported to government authorities. • Examples of different forms of money laundering involving the institution's products and services. • International, national, and internal policies to prevent money laundering. If yes, how frequent are these trainings? 			
24 Does your institution retain records of its training sessions including attendance records and relevant training materials used?			
25. Does your institution have policies to communicate new AML/CTF/Sanctions & Embargoes related laws or changes to existing AML/CTF/Sanctions & Embargoes related policies or			
26. Does your Institution employ third parties to carry out some of the AML/CFT/ Sanctions & Embargoes functions of the institution? If YES Kindly answer below question.			
VI. Additional Information/documents			
Please attach the following documents along with this form: <ul style="list-style-type: none"> - License /Certificate of Registration; - By-law / Articles of Association. - AML / CFT / KYC Policy / Guidelines; - List of Shareholders / owners and their respective shareholding percentage - List of Board of Directors (or Trustees) including their nationalities & shareholders they represent - List of Management Team indicating their respective positions and the number of years of service. - Annual Report & Financial Statement. 			

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 : _____
Seal

Official

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