

REPUBLIC OF CAMEROON

—Peace—Work—Fatherland—

Ministry of Agriculture and
Rural Development



REPUBLIQUE DU CAMEROUN

—Paix—travail—patrie—

Ministère de l'Agriculture et du
Développement Rural

**RICE VALUE CHAIN DEVELOPMENT PROJECT
(RVCDP)**

P.O. Box : 1116 Bamenda

Tel: 233 361 007

Fax: 233 361 665

www.rvcdp.org

info@rvcdp.org

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

NATIONAL COMPETITIVE BIDDING (NCB)

Procurement of:	PROVISION OF EQUIPMENT/FURNITURE IN 5 SCHOOLS IN NORTHWEST REGION
NCB No.	ISDB-D-4.3/021/2026/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:	30/03/2026

Preface

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

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

Operations Policy and Project Procurement Division (PPR)
Operations Policy and Services Department (OPSD)
The Islamic Development Bank
P.O. Box 5925, Jeddah 21432
Kingdom of Saudi Arabia
PPFMStaff@isdb.org
<http://www.isdb.org>

Summary Description

Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bid Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

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

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

Section IV. Bidding Forms

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

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. IsDB Policy – Corrupt and Fraudulent Practices

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

PART 2 – SUPPLY REQUIREMENTS

Section VII. Schedule of Requirements

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

Bidding Document for Procurement of Goods and Related Services

NATIONAL COMPETITIVE BIDDING (NCB)

Procurement of:	PROVISION OF EQUIPMENT/FURNITURE IN 5 SCHOOLS IN NORTH WEST
NCB No.	ISDB-D-4.3/___/2026/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:	30/03/2026

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A. General.....	5
1. Scope of Bid.....	5
2. Source of Funds	5
3. Corrupt and Fraudulent Practices.....	6
4. Eligible Bidders.....	9
5. Eligible Goods and Related Services	9
B. Contents of Bidding Document.....	9
6. Sections of Bidding Document	9
7. Clarification of Bidding Documents	10
8. Amendment of Bidding Document.....	10
C. Preparation of Bids	10
9. Cost of Bidding	10
10. Language of Bid.....	10
11. Documents Comprising the Bid.....	11
12. Letter of Bid and Price Schedules.....	11
13. Alternative Bids	11
14. Bid Prices and Discounts	12
15. Currencies of Bid and Payment	14
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services	15
17. Documents Establishing the Eligibility and Qualifications of the Bidder	15
18. Period of Validity of Bids	16
19. Bid Security.....	16
20. Format and Signing of Bid.....	17
D. Submission and Opening of Bids	18
21. Sealing and Marking of Bids	18
22. Deadline for Submission of Bids	18
23. Late Bids	19
24. Withdrawal, Substitution, and Modification of Bids	19
25. Bid Opening	19
E. Evaluation and Comparison of Bids.....	20
26. Confidentiality	20
27. Clarification of Bids.....	21
28. Deviations, Reservations, and Omissions	21
29. Determination of Responsiveness	21
30. Nonconformities, Errors and Omissions	22
31. Correction of Arithmetical Errors	22
32. Conversion to Single Currency	23
33. Margin of Preference	23
34. Evaluation of Bids.....	23

Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) process are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary's official public holidays.
2. **Source of Funds**
 - 2.1 The Beneficiary or Recipient (hereinafter called "Beneficiary") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the Islamic Development Bank (hereinafter called "IsDB") in an amount **specified in BDS**, toward the project named **in BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by IsDB will be made only at the request of the Beneficiary and upon approval by IsDB in accordance with the terms and conditions of the Financing Agreement. The Financing Agreement prohibits a withdrawal from the Financing/Loan/Grants (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IsDB, is prohibited by a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. No party other than the Beneficiary shall derive any rights from the financing Agreement or have any claim to the proceeds of the financing.
3. **Corrupt and Fraudulent Practices**
 - 3.1 IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers and to permit IsDB to

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

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

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

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

5. Eligible Goods and Related Services

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

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. IsDB Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

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

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

the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the
Bid**

11.1 The Bid shall comprise the following:

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

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

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

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

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

13. Alternative Bids

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

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

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

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

17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of
Validity of Bids**

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

18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, no adjustment shall be made.

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

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

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

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

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

- 23. Late Bids** 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids** 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening** 25.1. Except as in the cases specified in ITB 23 and 24.2, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 25.3. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid

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

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents

29. Determination of Responsiveness

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

32. **Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS.**
33. **Margin of Preference** 33.1 **Unless otherwise specified in the BDS,** a margin of preference shall not apply.
34. **Evaluation of Bids** 34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Bid offering the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS;** and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:

- 37. Qualification of the Bidder**
- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 39. Standstill Period**
- 39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by IsDB, the Standstill Period shall not apply.
- 40. Notification of Intention to Award**
- 40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period;
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

- 44. Debriefing by the Purchaser**
- 44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period
- 44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.
- 45. Signing of Contract**
- 45.1 Promptly after notification, the Purchaser shall send the successful Bidder the Letter of Acceptance including the Contract Agreement.
- 45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of IsDB that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 46. Performance Security**
- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the

Section II. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General											
ITB 1.1	The reference number of the Invitation for Bids is: 027/2026/RVCDP/PS/B/19/01											
ITB 1.1	The Purchaser 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 NCB is: NATIONAL COMPETITIVE BIDDING FOR THE PROCUREMENT OF PROVISION EQUIPMENT/FURNITURE IN 5 SCHOOLS IN THE NORTHWEST REGION</p> <p>The identification number of the NCB is: ISDB-D-4.3/021/2026/NCB/STB/RVCDP</p> <p>The number and identification of lots (contracts) comprising this NCB is:</p> <table border="1" data-bbox="400 1155 1358 1554"> <thead> <tr> <th data-bbox="400 1155 743 1263">DESCRIPTION</th> <th data-bbox="743 1155 967 1263">Final Destination</th> <th data-bbox="967 1155 1161 1263">Earliest Delivery schedule</th> <th data-bbox="1161 1155 1358 1263">latest Delivery schedule</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1263 743 1554">Provision of equipment/furniture in 5 schools in the North West Region</td> <td data-bbox="743 1263 967 1554">Ngoketunjia (Baligangsen, Bangolan, Bamukumbit, Bamuka) Mezam (Njenka-Bali)</td> <td data-bbox="967 1263 1161 1554" style="text-align: center;">NA</td> <td data-bbox="1161 1263 1358 1554">8 months from date of notification to start supply services</td> </tr> </tbody> </table>				DESCRIPTION	Final Destination	Earliest Delivery schedule	latest Delivery schedule	Provision of equipment/furniture in 5 schools in the North West Region	Ngoketunjia (Baligangsen, Bangolan, Bamukumbit, Bamuka) Mezam (Njenka-Bali)	NA	8 months from date of notification to start supply services
DESCRIPTION	Final Destination	Earliest Delivery schedule	latest Delivery schedule									
Provision of equipment/furniture in 5 schools in the North West Region	Ngoketunjia (Baligangsen, Bangolan, Bamukumbit, Bamuka) Mezam (Njenka-Bali)	NA	8 months from date of notification to start supply services									
ITB 2.1	The Beneficiary is: The Government of Cameroon											
ITB 2.1	Financing Agreement amount: 64.45 million Euros											
ITB 2.1	The name of the Project is: RICE VALUE CHAIN DEVELOPMENT PROJECT (RVCDP)											
ITB 4.1	Maximum number of members in the JV shall be: 3											
IITB 4.4	A list of debarred firms and individuals is available on IsDB's external website: http://www.isdb.org											
B. Contents of Bidding Documents												

(iii);(b)(ii) and (c)(v)	
ITB 15.1	The prices shall be quoted by the bidder in: Francs CFA . The Bidder is required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): NOT APPLICABLE
ITB 17.2 (a)	Manufacturer's authorization is: not <i>required</i>
ITB 17.2 (b)	After sales service is: not <i>required</i>
ITB 18.1	The bid validity period shall be 120 days counting as from the date of submission and opening of bids .
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): NOT APPLICABLE
ITB 19.1	A Bid Security shall be required. If a bid security shall be required, the amount and currency of the bid security shall be: 1,600,000 FCFA Note: Bid Security is required for each lot as per amounts indicated against each lot.
ITB 19.3 (d)	Other types of acceptable securities: <u>None</u>
ITB 20.1	In addition to the original of the bid, the number of copies is: <i>three (3) copies</i>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to demonstrate the authority of the signatory to sign the Bid
D. Submission and Opening of Bids	

ITB 33.1	A margin of MC preference <i>shall not</i> apply. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITB 34.2(a)	Evaluation will be done for... <i>Lots(contracts)]</i> Note: Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: NO . (b) Deviation in payment schedule: <i>No</i> . (c) the cost of major replacement components, mandatory spare parts, and service NO (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid NO (e) Life cycle costs: the costs during the life of the goods or equipment NO (f) the performance and productivity of the equipment offered; NO ,
F. Award of Contract	
ITB 42	The maximum percentage by which quantities may be increased is: 20 percent The maximum percentage by which quantities may be decreased is: 20 percent

Section III. Evaluation and Qualification Criteria

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

Contents

1. Margin of Preference (ITB 33)	36
2. Evaluation (ITB 34)	37
2.1. Evaluation Criteria (ITB 34.6)	37
2.2. Multiple Contracts (ITB 34.4)	37
2.3. Alternative Bids (ITB 13.1)	37
3. Qualification (ITB 36)	37
3.1 Postqualification Requirements (ITB 37.1)	37

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

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

- (a) Delivery schedule. (as per Incoterms specified in the BDS) *NOT APPLICABLE*
- (b) Deviation in payment schedule. *NOT APPLICABLE*
- (c) Cost of major replacement components, mandatory spare parts, and service.

NOT APPLICABLE

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid. *NOT APPLICABLE*
- (e) Life Cycle Costs; *NOT APPLICABLE*
- (f) Performance and productivity of the equipment. *NOT APPLICABLE*
- (g) Specific additional criteria: *NOT APPLICABLE*

2.2. Multiple Contracts (ITB 34.4)

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

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

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

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

3. Qualification (ITB 36)

3.1 Post qualification Requirements (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Bidder shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least 2 contract **each with a value of at least 66 million FCFA** of similar goods *in* the past five (5) years

Section IV. Bidding Forms

Table of Forms

Letter of Bid.....	42
Bidder Information Form	43
Bidder's JV Members Information Form	45
Price Schedule Forms	46
Form of Bid Security.....	51
Form of Bid Security (Bid Bond).....	53
Manufacturer's Authorization.....	54

- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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

Bidder Information Form

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

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

¹ Bidder to use as appropriate

Bidder's JV Members Information Form

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

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

NCB No.: *[insert number of bidding process]*

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

Page _____ of _____ pages

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

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

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

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

Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date: *[Insert date of issue]*

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

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Form of Bid Security (Bid Bond)

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

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*² *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

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

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

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

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

² The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

Section V. Eligible Countries

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

1. In accordance with Para 1.11 of the Guidelines for Procurement of Goods, Works and Related Services under Islamic Development Bank Project Financing, April 2019 revised 2023, it is a fundamental policy of IsDB that the Goods, Works and related services provided by the Contractor, and its associates and sub-contractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. The Beneficiary shall advise prospective Bidders that bids will only be considered from Firms that are not subject to these Boycott Regulations. The Bidder shall provide a letter of oath to that effect.

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

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

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

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

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

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

Under ITB 4.8(a) and 5.1: **none.**

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

Section VI. IsDB Policy - Corrupt and Fraudulent Practices

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

Fraud and Corruption:

- 1.39 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts³. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:
- a) defines, for the purposes of this provision, the terms set forth as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph 1.39(e) below.
 - b) will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c) will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the

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

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

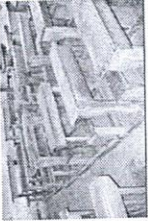

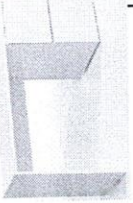
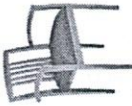
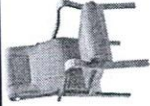
Contents




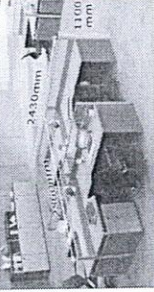
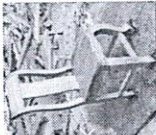
1. List of Goods and Delivery Schedule.....	64
2. List of Related Services and Completion Schedule.....	Error! Bookmark not defined.
3. Technical Specifications	Error! Bookmark not defined.
4. Drawings	72
5. Inspections and Tests	78

LIST OF SCHOOLS AND LOCATION

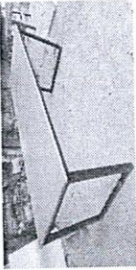
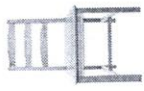
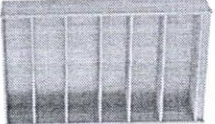

DIVISION	Municipality	Village	School
NGOKETUNJIA	Balikumbat	Baligansen	1
	Babessi	Bangolan	1
	Balikumbat	Bamukumbit	1
	Ndop	Bamuka	1
MEZAM	Bali	Njenka	1

Section VII. Schedule of Requirements

105	<p>Hardwood benches with wooden frame having seating and writing tops for 8 years plus i.e., classes 5 & 6 seat 40cm high and table 60cm high, length of 120cm</p> 	Unit	40			
106	<p>Plastic container of 20 liters with a tap for drinking water</p> 	Unit	6			
Lot 200	Head Teacher's Office					
201	<p>Executive Table: made with hardwood with dimension L = 1.5m, W = 80cm, H = 80cm and two drawers attached underneath the working surface</p> 	Unit	1			
202	<p>Visitor's chair: made with hardwood with dimension W = 45cm, D = 50cm, H = 60cm</p> 	Unit	2			
203	<p>Executive Chair made with hardwood with dimension W = 45cm, D = 50cm, H = 60cm with arm rest and foamed surfaces</p> 	Unit	1			



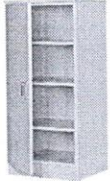


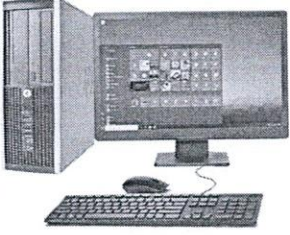
304	 <p>Visitor's chair: made with hardwood with dimension W = 45cm, H = 60cm</p>	Unit	3				
305	 <p>Laser Printer, Scanner, Copier: Monochrome, Print Resolution: 600x600 dpi, Maximum Print Size: 8.5 x 14", Minimum Print Size: 3 x 5"</p>	Unit	1				
306	 <p>UPS with 5 Total Outlets: 3 Outlets provide UPS Power Backup and Surge Protection; 2 outlets offer Surge protection only</p>	Unit	1				
Lot 400	Staff Room						
401	 <p>4 seaters Staff Tables made with hardwood of dimension W = 2.8 m, H = 1.1m</p>	Unit	2				
402	 <p>Staff's Chair made with hardwood with dimension W = 4cm, D = 50cm, H = 60cm</p>	Unit	10				

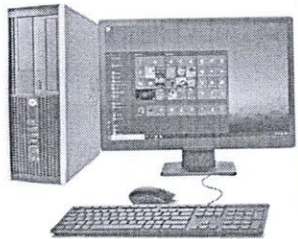
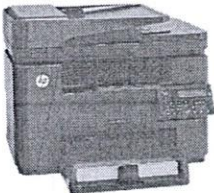
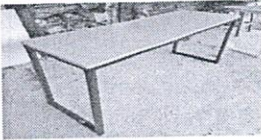

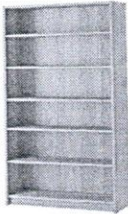

Section VII. Schedule of Requirements

503	 <p>Computer Table made with hardwood of L = 1.5m, W = 60cm, H = 75cm</p>	Unit	3			
504	 <p>Computer Chair made with hardwood with dimension W = 45cm, D = 50cm, H = 60cm</p>	Unit	14			
505	 <p>Book shelves made with hardwood of L = 4m, W = 30cm, H = 2.5m divided in compartments as will be specified by the Project Engineer</p>	Unit	1			
506	 <p>Flipchart Board with main features as: Blackboard area: Magnetic and write-on blackboard surface, can be labelled metallic block holder, Metallic pencil groove on the entire Length adjustment between 175 and 200 cm, Paper clamp and hooks</p>	Unit	1			

2. List of Related Services and Completion Schedule

S/N	Item Specifications	Unit	Quantity	final destination	Earliest deliverr	Latest date of delivery	Bidder delivery schedule
601	Setting up, Installation, testing of ICT equipment and training	Ls	1	-Ngoketunjia Division (Baligangsen, Bangolan, Bamukumbit, Bamuka) -Mezam Division (Njenka-Bali)	NA	8 months from date of notification to start supply services	NA

	Executive Table: made with hardwood with dimension L = 1.5m, W = 80cm, H = 80cm and two drawers attached underneath the working surface	
202	Visitor's chair: made with hardwood with dimension W = 45cm, D = 50cm, H = 60cm	
203	Executive Chair made with hardwood with dimension W = 45cm, D = 50cm, H = 60cm with arm rest and foamed surfaces	
204	Cupboard/shelves made with hardwood of dimension H = 2.5m, L = 1.5m, and W = 40cm divided into compartment as will be provided by the Engineer	
Lot 300	Head Teacher's Secretariat	
301	Mini Executive Table: made in hardwood with dimension L = 1.3m, W = 60cm, H = 80cm	
302	Secretary Chair: made with hardwood with dimension W = 45cm, D = 50cm, H = 60cm	
303	Desktop Computer System (μ P unit, 19" monitor, 1 cables): Intel Core Premium G840 2.8 GHz, 8 GB D HD Graphics 2000, Windows 7 professional or Win-English 64-bit, DVD Drive, 6 USB 2.0, 1 VGA, 1 D LAN, NO WiFi. (1) PCI, (1) PCI Express x1 and (2) PCI Express x16 graphics	

<p>501</p>	<p>Desktop Computer System (µP unit, 19" monitor, keyboard, mouse and cables): Intel Core Premium G840 2.8 GHz, 8 GB DDR3, 1 TB HDD, Intel HD Graphics 2000, Windows 7 professional or Windows 10 Professional English 64-bit, DVD Drive, 6 USB 2.0, 1 VGA, 1 DVI, RJ45, 10/100Mbps LAN, NO WiFi. (1) PCI, (1) PCI Express x1 and (2) PCI Express x16 graphics</p> 
<p>502</p>	<p>Laser Printer: Monochrome, Print Resolution: 600x600 dpi, Maximum Print Size: 8.5 x 14", Minimum Print Size: 3 x 5"</p> 
<p>503</p>	<p>Computer Table made with hardwood of L = 1.5m, W = 60cm, H = 75cm</p> 
<p>504</p>	<p>Computer Chair made with hardwood with dimension W = 45cm, D = 50cm, H = 60cm</p> 
<p>505</p>	<p>Book shelves made with hardwood of L = 4m, W = 30cm, H = 2.5m divided in compartments as will be specified by the Project Engineer</p> 
<p>506</p>	<p>Flipchart Board with main features as: Blackboard area: Magnetic and write-on blackboard surface, can be labelled metallic block holder, Metallic pencil groove on the entire adjustment between 175 and 200 cm, Paper clamp and hooks</p> 

4. Drawings

These Bidding Documents include no drawings.

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

PART 3 - Contract

Section VIII. General Conditions of Contract

Table of Clauses

1. Definitions	82
2. Contract Documents	83
3. Corrupt and Fraudulent Practices	83
4. Interpretation	83
5. Language.....	84
6. Joint Venture, Consortium or Association	84
7. Eligibility.....	84
8. Notices	85
9. Governing Law	85
10 Settlement of Disputes	85
11. Inspections and Audit by IsDB	86
12. Scope of Supply	86
13. Delivery and Documents.....	86
14. Supplier's Responsibilities	86
15 Contract Price	86
16. Terms of Payment	86
17. Taxes and Duties	87
18. Performance Security	87
19. Copyright	88
20. Confidential Information	88
21. Subcontracting	89
22. Specifications and Standards	89
23. Packing and Documents	89
24. Insurance.....	90
25. Transportation and Incidental Services.....	90
26. Inspections and Tests.....	90
27. Liquidated Damages	91
28. Warranty.....	92
29. Patent Indemnity.....	92
30 Limitation of Liability	93
31. Change in Laws and Regulations	94
32. Force Majeure	94
33. Change Orders and Contract Amendments.....	95
34. Extensions of Time	96
35. Termination	96
36. Assignment.....	98
37. Export Restriction.....	98
APPENDIX TO GENERAL CONDITIONS	99
IsDB's Policy- Corrupt and Fraudulent Practices.....	99

- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the **SCC.no**
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Corrupt and Fraudulent Practices**
- 3.1 The IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

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

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

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

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

17. Taxes and Duties

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

18. Performance Security

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

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

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

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified

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

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

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30 Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of

33. Change Orders and Contract Amendments

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

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

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

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

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

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

(text in this Appendix shall not be modified)

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

Fraud and Corruption:

1.39 It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts⁵. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

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

⁵ 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.

Section IX. Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's country is: Republic of Cameroon			
GCC 1.1(j)	The Purchaser is: <i>Ministry of Agriculture and Rural Development (MINADER) through the Project Management Unit (PMU) of the Rice Value Chain Development Project (RVCDP),</i>			
GCC 4.2 (a)	The Project Site(s)/Final Destination(s) is/are:			
	DIVISION	Municipality	Village	School
	NGOKETUNJIA	Balikumbat	Baligansen	1
		Babessi	Bangolan	1
		Balikumbat	Bamukumbit	1
		Ndop	Bamuka	1
MEZAM	Bali	Njenka	1	
GCC 4.2 (b)	The version edition of Incoterms shall be the INCOTERMS edition of 2020			
GCC 5.1	The language shall be: English			
GCC 8.1	For notices , the Purchaser's address shall be: Rice Value Chain Development Project (RVCDP), Attention: <i>Muluh Gregory Nguh, National Coordinator</i> Street Address: <i>Ayaba Street, adjacent Finance building</i> Floor/Room number: <i>PC Secretariate</i> City: <i>Bamenda, NW Region</i> ZIP Code : <i>P. O Box 1116 Bamenda</i> Country: <i>Cameroon</i> Telephone: <i>+237 33 36 10 07/ 77 11 30 00</i> Electronic mail address: <i>info@rvcdp.org, muluhgn@yahoo.com</i>			
GCC 9.1	The governing law shall be the law of: Republic of Cameroon			
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: "Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country." <i>(a) Contract with foreign Supplier:</i>			

	(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>sixty (60)</i> days. The interest rate that shall be applied is the Interest rate practiced by the Central Bank of Central African States (BEAC)
GCC 18.1	A Performance Security shall be required. The amount of the Performance Security shall be ten percent (10%) of the contract price.
GCC 18.3	If required, the Performance Security shall be in the form of: a Performance Bond If required, the Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price
GCC 18.4	Discharge of the Performance Security shall take place: as indicated in sub clause GCC 18.4 i.e., not later than 28 days from the date of complete reception of goods
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: NOT APPLICABLE
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: NOT APPLICABLE
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: NOT APPLICABLE
GCC 25.2	Incidental services to be provided are: All services covered under GCC Clause 25.2. Other services are not required.
GCC 26.1	The inspections and tests shall be: 1) verification of the goods supplied and documentary evidence to ensure conformity to technical specification. 2) Testing for proper functioning of all ICT equipment provided on delivery

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.

Table of Forms

Notification of Intention to Award	106
Letter of Acceptance	109
Contract Agreement	110
Performance Security	112
Advance Payment Security	116

[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

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

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

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

Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

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

Subject: *Notification of Award Contract No.*

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

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

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

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

[signature(s)]

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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.

[signature(s)]

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

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

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

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

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

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

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

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

Official Seal

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