FCA:55885) 2018/AAR/ BDAIL

REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION ET DE DEVELOPPEMENT LOCAL

**REGION DU NORD OUEST** 

DEPARTEMENT DE LA MEZAM

COMMUNE DE BAMENDA III B.P Box 5012 Bamenda

Tel: (237) 677 665 180

EAMENDA III

## REPUBLIC OF CAMEROON Peace-Work-Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

**MEZAM DIVISION** 

BAMENDA III COUNCIL

P.O. Box 5012 Bamenda

Tel: (237) 677 665 180

## BAMENDA III COUNCIL INTERNAL TENDERS BOARD

## REQUEST FOR QUOTATION

\*\*\*\*\*\*\*\*

CONSULTATION N°.. DD. 2.../ RQ /BIII/BIIICITB/2019 of . D. 2.../ D. 4./ DD FOR THE REHABILITATION OF INTERGRATED HEALTH CENTER NEWEN IN BAMENDA III SUB-DIVISION IN MEZAM DIVISION

PROJECT OWNER: THE LORD MAYOR OF BAMENDA 3 SUB-DIVISION.

FINANCING: MINSANTE PUBLIC INVESTMENT BUDGET (PIB) - 2019

BUDGET HEAD Nº: .....

REHABILITATION OF IHC NKWEN		

FINANCIAL YEAR 2019	

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#### REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

## MINISTERE DE LA DECENTRALISATION ET DE DEVELOPPEMENT LOCAL

**REGION DU NORD OUEST** 

**DEPARTEMENT DE LA MEZAM** 

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#### REPUBLIC OF CAMEROON

Peace-Work-Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

**MEZAM DIVISION** 

**BAMENDA III COUNCIL** 

P.O. Box 5012 Bamenda

Tel: (237) 677 665 180

#### **NOTICE FOR CONSULTATION**

Subject matter: CONSULTATION N°. 2.../ RQ /BIII/BIIICITB/2019 of 2. AVR 2019 FOR THE REHABILITATION OF INTERGRATED HEALTH CENTER NKWEN IN BAMENDA III SUB-DIVISION IN MEZAM DIVISION

Financing: MINSANTE, Public Investment Budget of 2019

#### 1. Subject of the Invitation to Tender:

Within the framework of 2019 Public Investment Budget, the Lord Mayor of Bamenda 3 Council, Contracting Authority hereby launches, a Request for Quotation for the rehabilitation of IHC NKWEN in BAMENDA 3 sub-Division in Mezam Division.

#### 2. Nature of work:

The Works to be done consists of;

- -PRELIMINARY WORKS
- -ROOF WORKS
- -MASONARY WORKS
- -OPENINGS
- -ELECTRICAL REPAIRS
- -PLUMBING AND SANITARY REPAIRS
- -TILING OF FLOORS
- -DRAINAGE
- -EXTERNAL WORKS
- -EQUIPMENTS

#### 3. Execution deadline

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this Consultation is **60 Days** 

#### 4. Lot

The lot is as follows:

REHABILITATION OF THE IHC NKWEN IN BAMENDA III

#### 5. Estimated cost

The estimated cost after preliminary studies is 15.000.000 FCFA (Fifteen million CFA)

#### 6. Participation and origin

Participation to this Invitation to Tender is opened to Cameroonian enterprises that are in compliance with the Cameroon laws.

#### 7. Financing

Works which form the subject of this Consultation shall be financed by the 2019 Public Investment Budget of the MINSANTE, budget head No ......

#### 8. Bid bond

Each bidder must include in the administrative file, a bid bond (caution) issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document No. 12 of the Tender File, of an amount of 300.000 CFA (three hundred thousand francs CFA) and valid for thirty (30) days beyond the date of validity of bids

#### 9. Consultation of Tender File:

The file may be consulted during working hours at the Bamenda III Council, as soon as this notice is published.

#### 10. Acquisition of Tender File:

The file may be obtained from the Bamenda III Council upon presentation of a non-refundable treasury receipt of **30.000**CFA francs (Thirty thousand francs CFA) bearing the name of the company.

#### 11. Submission of bids:

Each offer drafted in English or French in 06 (Six) copies including 01 (one) original and 05 (five) copies marked as such, should reach the Bamenda III Council not later than 2.4 AVI 2019 at 10:00 AM local time and should carry the inscription:

## << CONSULTATION N°. D. 2..../ RQ /BIII/BIIICITB/2019 of Q...2.AV.R...2019 FOR THE REHABILITATION OF INTERGRATED HEALTH CENTER NKWEN IN BAMENDA III SUB-DIVISION IN MEZAM DIVISION >>

"To be opened only during the bid-opening session"

#### 12. Admissibility of bids

Under penalty of being rejected, only originals or true certified copies, certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the Consultation.

They must obligatorily not be older than three (3) months preceding the date of submission of bids or may be established after the signature of the Notice of consultation.

Any bid not in compliance with the prescriptions of the Tender File shall be penalised or rejected. This refers especially to the absence of a bid bond (caution) issued by a first-rate bank approved by the Minister in charge of Finance, as well as absence of any administrative document.

#### 13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative file, the Technical and Financial files will take place on the \_\_\_\_\_\_\_AVR\_\_\_2010\_\_\_\_\_\_\_ at 11:00 AM local time, in the conference hall of the Bamenda III Council, by the Internal Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice.

#### 14. Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

#### A. Panelised and/or Eliminatory criteria

- 1. Absence of a document in the administrative file;
- 2. False declaration or falsified documents;
- 3. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 4. Non-compliance with model bid
- 5. Incomplete technical and/or financial file;
- 6. Absence of a quantified unit price;
- 7. Non respect of 75% of essential criteria:
- 8. Name of company suspended by MINMAP
- 9. Financial situation below a third of the estimated cost

#### B. Essential criteria

- 1- General presentation of the Tender Files;
- 2- References of the company in similar achievements;
- 3- Quality of the personnel;
- 4- Technical organization of the works;
- 5- Safety measures on the site;
- 6- Logistics;
- 7- Attestation and report of site visit signed by the Contractor;
- 8- Special Technical Clauses initialed in all the pages and signed at the last page;
- **9-** Special Administrative Clauses completed and initialed in all the pages and signed at the last page

#### 15. Award

This evaluation will be done in a binary way (yes) or (no) with an acceptable minimum of 75% of the essential criteria taken into account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest feasible amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the panelised/eliminatory criteria and at least 75% of the essential criteria.

#### 16. Validity of bids

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

#### 17. Complementary information

Complementary technical information may be obtained during working hours from the Bamenda III Council.

Done at Bamenda 3 on the O 2 AVR 2019

FOMGU Cletus TANWE

#### Copies:

- MINMAP
- ARMP
- Chairperson of TB
- The project owner
- Notice Boards

The lord Mayor

### REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

#### MINISTERE DE LA DECENTRALISATION ET DE DEVELOPPEMENT LOCAL

**REGION DU NORD OUEST** 

DEPARTEMENT DE LA MEZAM

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### REPUBLIC OF CAMEROON Peace-Work-Fatherland

MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

**BAMENDA III COUNCIL** 

P.O. Box 5012 Bamenda Tel: (237) 677 665 180

#### AVIS DE CONSULTATION POUR UNE DEMANDE DE COTATION

Objet: CONSULTATION N°. 2 .../DC/ CBIII/CPMIBIII//2019 DU ... 0 2 AVR 2019 POUR LES TRAVAUX DE REHABILITATION DU CENTRE MEDICALE D'ARRONDISSEMENT (C.M.A) DE BAMENDA 3 DANS LE DEPARTEMENT DE LA MEZAM., REGION DU NORD-OUEST

Financement: Budget d'Investissement Public de MINSANTE (BIP) - exercice 2019

#### 1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2019, le Maire de la Commune de Bamenda III, Autorité Contractante lance pour le compte des Maîtres d'Ouvrage s, une demande de quottions pour les travaux de réhabilitation du Centre Médicale D'Arrondissement (C.M.A) de BAMENDA 3 dans le Département de la Mezam.

#### 2. Consistance des travaux

Les travaux comprennent notamment:

- TRAVAUX PRELIMINAIRE
- CHARPENTE/COUVERTURE
- TRAVAUX DE MAÇONNERIES/ BETON ARME
- OUVERTURES
- ENTRETIEN ELECTRIQUE
- ENTRETIEN PLOMBERIE ET SANITAIRE
- CARRELAGE DE SOL
- ENTRETIEN SYSTÈME DE DRAINAGE
- TRAVAUX EXTÉRIEUR
- EQUIPEMENT

#### 3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de soixante (60) jours.

#### 4. Allotissement

Le travail est ci-après défini :

Réhabilitation du Centre Médicale D'Arrondissement (C.M.A) de BAMENDA 3 dans le Département de la Mezam., Région du Nord-Ouest

#### 5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de quinze million (15.000.000) FCFA

#### 6. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

#### 7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du Cameroun de l'exercice 2019 sur la ligne d'imputation budgétaire n°

#### 8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de trois cent mille (300.000 FCFA) et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

#### 9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Commune de Bamenda III, dès publication du présent avis.

#### 10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la Commune de Bamenda III, dès publication du présent avis, contre présentation d'une quittance de versement au Trésor Public de la somme non remboursable de F CFA 30 000 (Trente mille Francs CFA) pourtant le nom de l'entreprise.

#### 11. Remise des offres

#### 12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable, notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

#### 13. Ouverture des plis

#### 14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

#### A - Critères Pénale/éliminatoires

Il s'agit notamment:

- 1- Absence d'une pièce administrative ;
- 2- Fausses déclarations ou pièces falsifiées;
- 3- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire:
- 4- Non-conformité du model de soumission

- 5- Offres financière incomplète,
- 6- Absence d'un prix unitaire quantifié ;
- 7- Le non-respect de 75% des critères essentiels ;
- 8- Entreprise suspendue par le MINMAP
- 9- Situation financière inferieur au tiers du cout prévisionnel.

#### B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :

- 1- Présentation générale de l'offre ;
- 2- Références de l'entreprise dans les réalisations similaires ;
- 3- Qualité du personnel;
- 4- Organisation technique des travaux;
- 5- Sécurité au chantier;
- 6- Moyens logistiques ;
- 7- Attestation et rapport de visite du site signé par l'entrepreneur;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque page;
- 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

#### 15. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 75% de l'ensemble des critères pénale/essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre faisable la moins disant, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

#### 16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

#### 17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Bamenda III.

Copie:

- MINMAP
- ARMP;
- Maître d'Ouvrage
- Présidents CPM;
- Affichage.

Fait à Bamenda 3°, le <u>0 2 AVR 2019</u>
Le Maire,

FOUGU Cletus TANWE

## DOCUMENT N° I LETTER OF INVITATION TO BE SUBMITTED

Subject matter: CONSULTATION N°/RQ/BIII/BIIICITB/2019 OF	FOR THE
REHABILITATION OF INTEGRATED HEALTH CENTER NKWEN IN BAMENDA 3 S	UB-DIVISION IN
MEZAM DIVISION	

Dear Sir, madam

Within the framework of 2019 Investment Budget, the Lord Mayor of Bamenda 3, Contracting Authority on behalf of the project owners, hereby launches, a Request for Quotation for the Rehabilitation of INTEGRATED HEALTH CENTER NKWEN IN BAMENDA 3 SUB-DIVISION in Mezam Division of the North West Region.

Your bid should be costed without value added taxes (HTVA) and All Taxes Inclusive (TTC), and accompanied with the signed model submission.

This works shall be carried out within a deadline of 60 (Sixty) days taking effect from the date of Notification of this Jobbing Order.

Accept Sir, Madam, my best wishes.

# DOCUMENT No. II RULES OF THE CONSULTATION

#### 2.1 - CONSULTATION FILE

#### ARTICLE 1: Contents of the consultation file

- 1.1 The consultation file shall describe the quotations which are subject to a certain type of Jobbing Order, lay down the consultation procedure and conditions for the Jobbing Orders.
- 1.2 The consultation file shall comprise the following documents:
- 1.2.1 The letter of invitation to tender,
- 2.2.1 Technical specifications.
- 3.2.1 The bill of entry and quantities,
- 4.2.1 The model tender,
- 5.2.1 The draft Jobbing Order,
- 6.2.1 The model bid comparison table.
- 1.3 The bider shall study the instructions, models, conditions and specifications contained in the consultation file.

#### 2.2- BID PREPARATION

#### **ARTICLE 2: Language**

The bid as well as any correspondence comprising the bid shall be written in English or French.

#### ARTICLE 3: Documents comprising the bid

The bid presented by enterprises shall comprise the following documents duly filled:

#### **ENVELOPE A- ADMINISTRATIVE FILE**

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance not more than three months.
A.5	Purchase receipt of Tender File issued by public treasury
A.6	A bid bond of <b>300.000 FCFA</b> (three hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.12	plan and attestation of site location of the enterprise
A.13	Power of attorney if necessary
A.14	Group agreement if need be

#### **ARTICLE 4**: The Bid

- 4.1 The bidder shall specify in the bid the nature of prices
  - a. Exclusive value added taxes (EVAT) and

- b. All taxes and customs duties inclusive (ATI).
- 4.3: The bidder shall fill and sign the draft Jobbing Order.

#### **ARTICLE 5: Bid Currencies**

C?

Prices shall be written in CFA francs.

#### **ARTICLE 6: Bid Validity Period**

Bids shall be valid for the period of 60 days.

#### 2.3 DEPOSIT OF BID

#### **ARTICLE 7: Submission of Bids**

#### **ARTICLE** 8: Stamping and marking of bids

Bidders shall enclose the original and copies of their bids in an envelope:

(a) Addressed to the Lord Mayor of Bamenda III Council at the address indicated in the letter of consultation and bearing on:

N°.......... FOR THE REHABILITATION OF INTEGRATED HEALTH CENTER NKWEN IN BAMENDA 3 SUB-DIVISION IN MEZAM DIVISION"

Any envelope bearing distinctive marks shall be rejected

#### **ARTICLE 9:** Latest date and time of submission of bids

#### 2.4 OPENING AND EVALUATION OF BIDS

#### **ARTICLE 10: Opening**

10.1 The Bamenda III Council Internal Tenders Board shall open the bids in the presence of the bidders or the representatives of the bidder wishing to attend the bid-opening session to hold on the day for the opening of bids and within one hour following the latest time for submission of bids.

10.2 The above-mentioned Tenders Board shall prepare a report of the bid-opening session.

#### **ARTICLE 11:** Evaluation of the Bids

#### **ENVELOPE B- TECHNICAL and FINANCIAL FILE**

#### **TECHNICAL DOCUMENTS**

B.1	General presentation of the Tender Files				
-Docume	ent spirally bound				
-Table o	f content page				
-Colour	sheets separation				
- Preser	ntation of documents in the order given in this tender				
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS				
B.2.1	List of references of the enterprise in similar jobs justified by signed Contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of				
	1st Reference				
	2 <sup>nd</sup> reference				

В.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH	LOT		
B.3.1	01 works supervisor (at least HND or equivalent certificate) in civil or rural Engineering			
	Qualification of the works supervisor: (Senior Technician certificate in Civil Engineering (BAC +2)			
	Professional experience of the works supervisor ≥ 03 years (signed CV)			
	CV signed by the candidate,			
	➤ A certified copy of the technical diploma			
	<ul> <li>An Attestation of presentation of original of the technical diploma</li> <li>An attestation of availability signed by the candidate</li> <li>Certified copy of ID card</li> </ul>			
B.3.2	01 Site foreman(Civil Engineering Technician)			
	Qualification of the Site foreman: (Technician certificate in Civil Engineering (BAC F4 or equivalent certificate)  Professional experience of the Site foreman ≥ 03 years (signed CV)			
	CV signed by the candidate,			
	A certified copy of the technical diploma			
	➤ An Attestation of presentation of original of the technical diploma			
į	<ul> <li>An attestation of availability signed by the candidate</li> <li>Certified copy of ID card</li> </ul>			
B.3.3	Other personnel	<b></b>		
•	<ul> <li>O2 two builders with 3 years professional experience in building, rehabilitation or similar works. (CVs signed by the candidate), Qualification (CAP in building construction)</li> <li>O1 One Carpenters with 3 years professional experience on carpentry or similar works. (CVs signed by the candidate)</li> <li>O1 One Electrician with 3 years professional experience on Electricity or similar works. (CVs signed by the candidate)</li> <li>O1 Painter with 3 years professional experience (CVs signed by the candidate)</li> <li>O1 Iron Welder with 3 years professional experience (CVs signed by the candidate)</li> </ul>			
B.4	TECHNICAL PROPOSALS			
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)			
B.4.3	Logical sequence for the execution of the task			
B.4.5	Quality control method			
B.4.7	Environmental protection measures			
B.4.8	Security and safety at the site			
B.4.9	Duration of execution in respect with the Tender File			
B.5	LOGISTICS (Equipment put aside for this project)			
B.5.1	Prove of ownership or rental of a pick-up or other vans			
B.5.2	Masonry Kit: Wheelbarrows, masonry clamps, masonry hammer 300g, shovel, dig axe, building level, masonry bucket, trowels, Tiling hammer, tiles cutter etc.			
B.5.3	Carpentry Kit : carpentry clamps, saws, harmers, etc.			
B.5.4	Electrical Kit: pliers, screw drivers, cutters, multi meters, testers, saws, harmers, etc.			

B.5.5	Painting Kit : brushes, rollers, buckets, harmers, etc.		
B.5.6	.5.6 Welding Kit: Welding post, saws, cutters, clamps, vice, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 9.000.000FCFA		
B.7	Attestation of site visit signed by the Contractor		
B.8	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.9	Special Technical Clauses initialed in all the pages		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed		

#### FINANCIAL DOCUMENTS

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (TWOT) and with taxes (TWT)
C4	Sub details of unit prices

The absence or the non-conformity of one of the elements in documents "A" of the evaluation grill above will be at the disadvantage of the offer

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest feasible amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the Panelised/eliminatory criteria and at least 75% of the essential criteria.

#### ARTICLE 12: Verification of compliance and comparison of bids

The Tenders Board shall verify compliance and compare the bids in the following order:

- study of the compliance of bids, as regards the delivery periods and technical specifications
- verification of arithmetical operations by using, where necessary, the unit prices in words to make any necessary corrections
- Preparation of a summary table of bids.

#### 2.5- AWARD OF THE JOBBING ORDER

#### ARTICLE 13: Award of the Jobbing Order

The Tenders Board shall propose the award of the Jobbing Order to the Contracting authority, the bidder whose bid is deemed compliant with the provisions of the Consultation File, and is the feasible lowest.

#### **ARTICLE 14:** Announcement of award of the Jobbing Order

The Contracting authority (Lord Mayor of Bamenda III Council) shall conclude from the Tender Board's proposal on the award and publish the result of the Jobbing Order in the Contracts Newsletter, through the media and/or by bill posting, stating:

- a) The name of the beneficiary,
- b) The object of the consultation,
- c) The amount of the jobbing order and of each lot
- d) The execution/delivery deadline.

**ARTICLE 15: Signing of the Jobbing Order** 

Within 7 (seven) days following the award, the Jobbing Order shall be signed by the Contracting Authority and notified to the bidder by the project owner who shall be responsible for its registration according to the procedure in force.

**ARTICLE 16:** Corruption and fraudulent practices

The Chairpersons and Member of the Tenders Board as well as bidders should at all times comply with the strict rules of professional ethics. More especially, they should refrain from corruption or any other form of fraudulent practices. By virtue of this principle, the expressions hereunder shall be defined as follows:

- (a) Whoever offers, gives, solicits or accepts any benefit whatsoever to influence the action of a State worker during the award or execution of a Jobbing Order shall be guilty of "corruption", and
- (b) Whoever provides, solicits or accepts several quotations tendered by the same bidder under different corporate names and/or under different registration numbers shall be guilty of "corruption",
- (c) Whoever deforms or distorts facts in order to influence the award or execution of a Jobbing Order in a manner prejudicial to the Project Owner, indulges in "fraudulent practices".

  "Fraudulent practices" shall comprise any understanding or collusion of bidders (before or after submission of the bid) seeking to artificially keep the bid prices at levels not corresponding to those resulting from free and open competition, thus depriving the Project Owner of the benefits of competition.

## DOCUMENT No. III MODEL APPENDICES

## 3.1 LETTER OF SUBMISSION

	Date
Consultation N°002/RQ/BIII/BIIICITB/2019 OF .27/03/20	019
To : The Chairperson of the Tenders Board	
Dear Sir/Madam,	
After studying the Consultation File which we officially hereby tender for the rehabilitation	• • • • • • • • • • • • • • • • • • • •
Consultation and for the sum ofexclusive of Value Added Tax and all Taxes Inclusive	CFAF (in words
If our bid is approved, we undertake to carry out the jospecified in the Bill of Entry and Quantities.	obbing order in accordance with the provisions
We are bound by the terms of this bid for a period of (nubids, as laid down in the letter of invitation to tender. The time before the end of this period.	
Pending the due preparation and signing of the Jobbir acceptance and the notification of award of the Jobbing us mutually.	
	On
	Signature  Name and capacity of signatory  On behalf of the Candidate.

### 3.2 FRAMEWORK OF UNIT PRICES

NO	DESIGNATION	U	U.P In Words	U.P In Figures
Α	PRELIMINARY WORKS			
1	Installation and unfolding of the work site	LS		
2	Execution and work completion programs	U		
В	ROOF WORKS		·	
1	Provide materials and repair leakages on roof	item		
2	Replacement of damaged ceiling boards	m <sup>2</sup>		
С	MASONARY WORK		<u> </u>	
1	Provide and build a flag stand with frog filled cement block 5*20*40	m²		
2	Provide and put in place of 1m high of ø 60mm tube iron pole and of ø 50mm at 4m high inner pole for flag	U		
3	Construction and plastering of ramp with frog filled blocks (15*20*40)cm	m²		
4	Filling, compaction and Casting of ramp with mass concrete of 10cm thick	m <sup>3</sup>		
D	OPENNINGS			
1	Provide and fit iron window protector on wooden window frame ( hall)	m <sup>2</sup>		
2	Repair of wooden doors (clearance free and closing up unnecessary holes and depressions	ls		
3	Replacement of vachette locks on wooden and iron doors (include all accessories)	υ		
E	ELECTRICAL REPAIRS			
1	Electrical maintenance, security lighting systems (including all accessories) flash lamps	Is		
F	PLUMBING AND SANITARY REPAIRS			
1	General repair of sanitary equipment	İs		

2	Construction of increasing about	T		
-	Construction of inspection chambers and connection of waste system to	U		
	existing soak away for dressing			
	room, lab and labor rooms			
G	TILING OF FLOORS			
1	Provide and put in place of ceramic	m <sup>2</sup>		
	floor tiles where necessary	'''		
Н	DRAINAGE	_	·	
1	Demolition of unnecessary R.C	ml		-
	gutter (20*30)cm			
2	Provide drainage gutter (30*40)cm	ml		-
	along the frontage of the building			
	and outlet gutter behind the			
	building near the pit toilet with R.C			
3	Construction of masonry gutter	ml		
	50/60 for drainage at entrance on			
	both sides		<u> </u>	
] !	EXTERNAL WORKS			
<u> </u>	D	2		
1	Prepare surface and cast R.C	m <sup>3</sup>		
	pavement at entrance to the health			
	center (10cm thick with a 5% slope on both sides)			
<del>                                     </del>	EQUIPMENTS	.	-	
1	Provide and install a 3000 VA	U		
'	stabilizer			
2	Provide and put in place of an A4	U		
_	HP Color LaserJet CM1312 MFP			
	printer (3 in one)			
3	Provide and put in place of a	U		
•	Computer lap top (500GB HDD,			
	6GB RAM, 4GB Memory) camera,			
	DVD Disc Drive			
4	Adult scale	υ		_
5	Fetal Doppler for labor room	ΰ		
6	Fire extinguisher	Ü	-	-
<u> </u>				

#### BAMENDA III COUNCIL INTERNAL TENDERS BOARD

CONSULTATION N°..002../RQ/BIII/BIIICITB/2019 OF 27/03/2019 FOR THE REHABILITATION OF INTEGRATED HEALTH CENTER NKWEN IN BAMENDA 3 SUB-DIVISIONIN MEZAM DIVISION

### 3.3 BILL OF ESTIMATES, ENTRY AND QUANTITIES

(filled by the Candidate)

BILL OF QUANTITIES AND COST ESTIMATE FOR THE REHABILITATION OF THE NKWEN INTERGRETED HEALTH CENTER (IHC), OF BAMENDA III SUB-DIVISION, MEZAM DIVISION, NORTH WEST REGION

NO	DESIGNATION	U	QTY	U.P	AMOUNT
Α	PRELIMINARY WORKS			<u> </u>	
11	Installation and unfolding of the work site	LS	1.00		-
2	Execution and work completion programs	U	2.00		_
		SUB TOTAL A	and the second	j' V'-	
В	ROOF WORKS				
_1	Provide materials and repair leakages on roof	item	1_	_	<u>-</u>
2	Replacement of damaged ceiling boards	m <sup>2</sup>	_10	779	
i v		SUB TOTAL B	1 A		<b>-</b>
С	MASONARY WORK				
1	Provide and build a flag stand with frog filled cement block 5*20*40	m <sup>2</sup>	6.4		
	Provide and put in place of 1m high of Ø				
2	60mm tube iron pole and of Ø 50mm at 4m high inner pole for flag	U	_1		
3	Construction and plastering of ramp with frog filled blocks (15*20*40)cm	m²	4	_	
4	Filling, compaction and Casting of ramp with mass concrete of 10cm thick	m <sup>3</sup>	0.75		
		SUB TOTAL C			<b>-</b>
D	OPENNINGS			<u> </u>	
1	Provide and fit iron window protector on wooden window frame ( hall)	m <sup>2</sup>	5.4		-
_2	Repair of wooden doors (clearance free and closing up unnecessary holes and depressions	ls	1		<u>-</u>
3	Replacement of vachettes locks on wooden and iron doors (include all accessories)	u	12		_

			<del>-</del> [		1
,	**	SUB TOTAL D		l	_
E	ELECTRICAL REPAIRS				<u> </u>
1	Electrical maintenance, security lighting systems (including all accessories) flash lamps	Is	1		-
-		SUB TOTAL Ë			<u>-</u>
F	PLUMBING AND SANITARY REPAIRS	-		_	
1	General repair of sanitary equipment	ls	1		
2	Construction of inspection chambers and connection of waste system to existing soak away for dressing room, lab and labor rooms	uu	4		-
rg.		SUB TOTAL F		48 - 1	
G	TILING OF FLOORS				
1_	Provide and put in place of ceramic floor tiles where necessary	m <sup>2</sup>	213		-
1. 1.	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	SUB TOTAL G	·		<u>-</u>
H	DRAINAGE			_	
1	Demolition of unnecessary R.C gutter (20*30)cm	ml	5.7		-
2	Provide drainage gutter (30*40)cm along the frontage of the building and outlet gutter behind the building near the pit toilet with R.C	ml _	92.2		-
3	Construction of masonry gutter 50/60 for drainage at entrance on both sides	ml	35		
	Character of the Control of the Cont	SUB TOTAL H		- 8	
I	EXTERNAL WORKS				
1	Prepare surface and cast R.C pavement at entrance to the health center (10cm thick with a 5% slope on both sides)	m³	17.6		-
-	*	SUB TOTAL I	<del>.</del>		<u>-</u>
J	EQUIPMENTS				
1	Provide and install a 3000 VA stabilizer	Ŭ	1	_	
2	Provide and put in place of an A4 HP Color LaserJet CM1312 MFP printer (3 in one)	U	1		_

3	Provide and put in place of a Computer lap top (500GB HDD, 6GB RAM, 4GB Memory) camera, DVD Disc Drive	U	1		<u>-</u>	
4	Adult scale	υ	1		_	
5	Fetal Doppler for labor room	U	1		_	
6	Fire extinguisher	Ü	3		_	
:		SUB TOTAL J		Gentury /	-	
	TOTAL WITHOUT TAXES (TWOT)=∑A to J					0
	VAT =(?% x TWOT)				-	0
	AIR=(?% x TWOT)					0
	TOTAL WITH TAXES (TWT) =TWOT+VAT	, n	r <del></del> -			0
	NET TO BE PAID = TWOT-AIR		_			0

THIS BILL IS CLOSED AT THE SUM OF " in words", ( in figures ) CFA ALL TAXES INCLUSSIVE

## BAMENDA III COUNCIL INTERNAL TENDERS BOARD CONSULTATION N°..002../RQ/BIII/BIIICITB/2019 OF 27/03/2019 FOR THE REHABILITATION OF INTEGRATED HEALTH CENTER NKWEN IN BAMENDA 3 SUB-DIVISIONIN MEZAM DIVISION"

#### 3.4 BID COMPARISON TABLE

No	Names of Bidders	lames of Bidders Address	Bid work compliance		ork	Total Price TWT	Observations	
•			Yes	No	Period (time)	Place		
1.								
2.								
3.							<u></u>	
4.				-				

**Members of the Tenders Board** 

Name	Duty	Signature
	,	4.9

DOCUMENT No. IV DRAFT JOBBING ORDER

#### REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

#### MINISTERE DE LA DECENTRALISATION ET DE DEVELOPPEMENT LOCAL

**REGION DU NORD OUEST** 

**DEPARTEMENT DE LA MEZAM** 

COMMUNE DE BAMENDA III B.P Box 5012 Bamenda

Tel: (237) 677 665 180



#### REPUBLIC OF CAMEROON

Peace-Work-Fatherland

#### MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

**NORTH WEST REGION MEZAM DIVISION** 

**BAMENDA III COUNCIL** 

P.O. Box 5012 Bamenda Tel: (237) 677 665 180

#### **JOBBING ORDER**

	JOBBING ORDER N°_	/JO/BIII/BIIICITB/2019
AWARDED AFTER THE REHABILITA	ATION OF THE INTEGRATED F	/RQ/Biii/BiiiCitB/2019 OF FOR HEALTH CENTER NKWEN IN BAMENDA 3 SUB-DIVISION IN EZAM DIVISION
Project Owner [Inc	dicate name and full address]	
HOLDER: [indicate	name and full address of ho	lder]
P.O. Box	, <u>Tel: Fax</u> :	<del></del>
Business Registry N	Noat	
Taxpayer's No		
SUBJECT : Execution	on ofwork	s;
Lot No	; Network	<u>-</u>
PLACE :	DLINE :	
EXECUTION DEAI	DLINE :	() months
AMOUNT IN CFA	ν <b>F</b> :	
	IAT	
	EVAT	
	VAT	
	115 ()	·····
	Net to be paid	
	Ter to be paid	
FINANCING	: [indicate the source of t	financing]
BUDGET HEAD	: [to be completed]	
	SIGNED ON:	<b>√</b> :
	REGISTERED ON	۸ <u>:</u>

#### **BETWEEN:**

The Government of the Republic of Cameroon, represented by **The Mayor of Bamenda III Council**, hereinafter referred to the "**Contracting Authority**"

On the one hand,

#### AND

			(enterprise)
P.O. Box	Tel:	Fax:	
Business Registr	ry No		
Taxpayer's No	·		<u>_</u>
Represented b	у		, its General Manager,
	erred to as the "Contracto		<u> </u>

On the other hand,

Agree on the following:

#### PART I: SPECIAL ADMINISTRATIVE CONDITIONS

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Chapter	l: Ge	enera	lities
---------	-------	-------	--------

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- Article 2 Award procedure
- Article 3 Definitions and duties (article 2 of GAC supplemented)
- Article 4 Language, applicable law and regulations
- Article 5 Constituent documents of the Contract (article 4 of GAC)
- Article 6 General applicable instruments
- Article 7 Communication (GAC articles 6 and 10 supplemented)
- Article 8 Administrative Orders (article 8 of GAC supplemented)
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#### Chapter II: Financial conditions

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- Article 13 Place and method of payment
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- Article 20 Advances (article 28 of GAC)
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- Article 32 Roles and responsibilities of the Contractor (article 40 of GAC)
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- Article 34 Insurance of structures and civil responsibility (article 45 of GAC)
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- Article 37 Implantation of structures (article 52 of GAC)
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#### Chapter IV: Acceptance

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- Article 45 Termination of the Contract (article 74 of GAC)
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- Article 47 Differences and disputes (article 79 of GAC)

#### **CHAPTER I: GENERALITIES**

Article 1: Subject of Confract

The subject of this Contract shall be the rehabilitation of INTEGRATED HEALTH CENTER NKWEN IN BAMENDA 3 Sub-Division in Mezam Division.

Article 2: Contract award procedure

This Contract shall be awarded by Consultation Tender No ........./RQ/BIII/BIIICITB/2019

## Article 3: Definitions and duties (article 2 of GAC supplemented)

3.1 General definitions (cf. Code)

The Contracting Authority shall be the Mayor of Bamenda III -He awards the Contract, ensures the preservation of originals of The said Contract documents and the transmission of copies to Ministry in charge of Public Contracts and to

the body in charge of regulation. The Contract Engineer shall be the Divisional Chief of Service for State Property for ii).

Mezam, hereinafter referred to as the state Engineer.

-He follow up and control the proper execution of the contract in conformity with the technical specifications and bill of estimate. Approve executed jobs and prepare reports concerning the execution of the project.

The Project Owner is The Mayor of BAMENDA 3 Council. iii).

-He represents the beneficiary administration of the project.

-He ensures respect of the administrative, technical and financial conditions and Contractual deadlines.

-He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages

iv). The Project Manager shall be the CHIEF OF CENTER ,of IHC NKWEN

v). The Contractor shall be [to be specified].

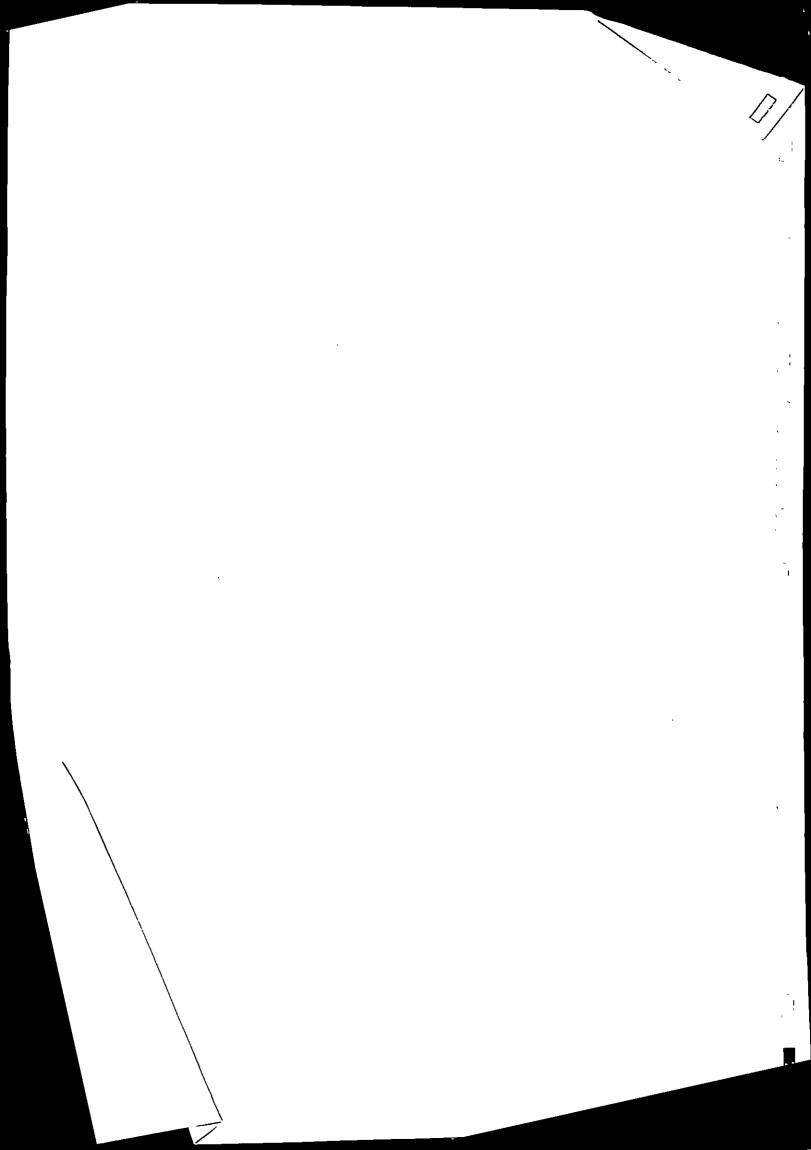
#### 3.2 Security

This Contract may be used as security subject to any form of transfer of the debt. In this case:

- The authority in charge of ordering payment shall be The Mayor of Bamenda III i).
- The authority in charge of the clearance of expenditures shall be the controller of ii). finance for Bamenda City Council.
- The body or official in charge of payment shall be the Bamenda 3 Municipal treasury. iii).
- The official competent to furnish information within the context of execution of this iv). Contract shall be the Divisional chief of state property for mezam.
- 3.3 Duties of the Control Mission, Project Manager
- 3.3.1 Missions [to be completed, where need be]
- 3.3.2 Means put at the disposal of the Control Mission [to be completed where need be].

#### Article 4: Language, applicable law and regulation

- 1.1 The language to be used shall be [English and/or French].
- 1.2 The Contractor shall be bound to observe the laws, regulations and ordinances in force in the laws, regulations are the laws, regulations and ordinances in force in the laws, regulations are the laws are the laws. both within his own organization and in the execution of the Contract.



If the laws and regulations in force at the date of signature of this Contract are amended after the signature of the Contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

#### Article 5: Constituent documents of the Contract (Article 4 of GAC)

The constituent Contractual documents of this Contract are in order of priority: (to be adapted to the nature of the works).

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents [insert and indicate, where need be, names and references].
- 7) The General Administrative Conditions applicable on Public Works Contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract [insert and indicate, where need be, names and references].

#### Article 6: General instruments in force

This Contract shall be governed by the following general instruments [to be adapted according to the case]:

- 1. Framework Law No. 96/12 of 5th August 1996 on the Management of the Environment;
- 2. The Mining Code:
- 3. Instruments governing the various professional bodies;
- 4. Decree No. 2001/......8 of 23<sup>rd</sup> February 2001 Relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
- 5. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
- 6. Decree No. 20......./275 of 24th September 20...... to institute the Public Contracts Code;
- Decree No. 2012/074 of 8th March 2012 relating to the Creation, Organisation and Functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
- 8. Decree No. ..... of 20th june 2018 to organise the Ministry in charge of Public Contracts;
- Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
- 10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of Environmental Impact of Road Maintenance;
- 11. Circular [to be indicated as applicable] relating to the Execution, and Control of Execution of the Budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
- 12. Unified Technical Documents (DTU) for building works;
- 13. Applicable standards;
- 14. Other instruments specific to the domain concerned with the Contract.

#### Article 7: Communication (Articles 6 and 10 supplemented)

- 1.1 All communications within the framework of this Contract shall be written and notifications sent to the following address:
  - a) In the case where the Contractor is the addressee: Sir/Madam.......

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the Region in which the work was done;

- b) In the case where the Project Owner is the addressee:

  Sir/Madam\_\_\_\_\_ [to be specified] with a copy addressed to the Contracting Authority,

  Contract Manager, Contract Engineer, Project Manager and where need be, within the
  same deadline.
- c) In the case where the Contracting Authority is:
  Sir/Madam [to be specified] with a copy addressed within the same deadline to the
  Project Owner, Contract Manager, Contract Engineer and Project Manager, where
  applicable
- 1.2 The Contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Engineer.

#### Article 8: Administrative Orders (Article 8 of GAC)

The various Administrative Orders shall be established and notified as follows:

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Contracting Authority, the Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by the Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
  - 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Project Manager and notified to the Contractor by the Contract Engineer (where applicable) with a copy to the Contracting Authority.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the Contractor by the project Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
  - 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be proposed by the contract engineer, signed by the Contracting Authority and notified by the Project Manager to the Contractor with a copy to the Project Owner, Contract Engineer and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Project Manager upon proposal by the Contract Engineer and notified to the Contractor by the Contract Engineer.
- 8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification

#### Article 9: Contracts with conditional phases (Article 9 of GAC)

- 9.1 [specify if the contract has one or several phases]
  At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase. [NOT applicable]
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

#### Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Engineer. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has 5 (five) days to notify his opinion in writing with a copy sent to the Contract Engineer. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

#### **CHAPTER II: FINANCIAL DISPOSITIONS**

#### Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)

#### 11.1 Final bond

The final bond shall be set at 2 % of the amount of the Contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Engineer within a maximum deadline of twenty (20) days of the notification of the Contract.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the Contractor.

#### 11.2 Performance bond

The retention fund shall be set at 10 % of the amount of the Contract, inclusive of all taxes.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the Contractor.

#### 11.3 Guarantee of start-off advance

[Specify, if need be, the rates (20% maximum of the amount of the Contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

#### Article 12: Amount of the Contract (Articles ....... and 19 of GAC supplemented)

The amount of this Contract as indicated by the attached [detail or estimates] is 15,000,000 (in figures) Fifteen Million (in letters) CFA francs Inclusive of All Taxes; that is:

v).	Amount exclusive of VAT:	() CFA F
vi).	Amount of VAT:	_() CFA F.

- vii). Amount of TSR and/or \_
- viii). Net to be paid= EVAT-TSR and/or AIR

#### Article 13: Place and method of payment

The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No.\_\_\_\_ opened in the name of the Contractor in the \_
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No.\_\_\_\_\_ opened in the name of the Contractor in \_\_\_\_ bank, [NOT applicable 1

#### Article 14: Price variation (Article 20 of GAC)

a. Prices shall be firm.

54

- i). Payments on account made to the Contractor as advances shall not be revisable.
- ii). Revision shall be "frozen" upon expiry of the Contractual time-limit, except in the case of price reductions.
- Price updating modalities (not applicable)

#### Article 15: Price revision formulae (article 21 of GAC) (not applicable)

Article 16: Price updating formulae (article 21 of the GAC) (not applicable)

#### Article 17: Works under State supervision (Article 22 of GAC supplemented)

- 1*7*.1 The percentage of works under State supervision shall be [must not exceed 2 %] of the amount the Contract and its additional clauses, where applicable.
- 17.2 In the case where the Contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
- ix). The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- x). The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- xi). The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- xii). Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- xiii). The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

#### Article 18....: Evaluation of works (article 23 of the GAC)

This Contract is at [unit price, all-in price or unit and all-in price]

#### Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

- [Indicate, where applicable, the modalities for payment of supplies].
- 19.2 No security shall be requested for payments on account on supplies.

#### Article 20: Advances (article 28 of the GAC)

- 20.1 The Contracting Authority may grant a start-off advance equal to 20 % of the amount of the Contract.
- 20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the Contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.
- 20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Contract.
- 20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.
- 20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

## Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented) 21.1 Establishment of works executed

Before the 30<sup>th</sup> of each month, the Contractor and the Contract Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

#### 21.2 Monthly detailed account

No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the Contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the Contract since the start of the Contract.

Only the detailed account exclusive of VAT shall be paid to the Contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of the Ministry in charge of Finance

Only the amount exclusive of VAT shall be paid to the Contractor as follows:

- xiv). [100-1.1 and/or (7.5 or 15%)] paid directly into the account of the Contractor;
- xv). 2.2 or 5.5 % paid to the public treasury as AIR due by the Contractor.
- xvi). 7.5% or 15% paid into the public treasury as TSR due by the Contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Engineer the detailed accounts he has approved.

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

The Contracting Authority has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by \_\_\_\_\_ within a maximum deadline of \_\_\_\_\_ calendar days from the date of submission of the approved detailed accounts.

21.3 Detailed account of start-off account (if applicable).

#### Article 22: Interest on overdue payments (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 20......../275 of 24th September 20...... to institute the Public Contracts Code.

#### Article 23: Penalties (Article 32 of the GAC supplemented)

#### A. Penalties for delay

- 23.1 The amount set for penalties for delays shall be set as follows:
  - a) One two thousandth  $(1/2000^{th})$  of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the Contractual time-limit;
  - b) One thousandth (1/1000th) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.
- 23.2The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial Contract inclusive of all taxes.

#### B. Specific penalties [amount to be indicated]

- 23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:
  - xvii). Late submission of final bond;
  - xviii). Late submission of insurances;
    - xix). Late submission of the draft execution schedule if the lateness is caused by the Contractor.

#### Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

- In the case of a group of enterprises, indicate the method of payment of co- and sub-Contractors, where need be.
- 2. Indicate the method of payment of sub-Contractors, where need be.

#### Article 25: Final detailed account (article 34 of the GAC)

25.1 [Indicate the time-limit available to the Contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.

- 25.2 The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.
- 25.3 The Contractor has up to thirty (30) days to return the signed final detailed account.

#### Article 26: General and final detailed account (article 35 of the GAC)

26.1 The Contract Engineer or the Project Manager has up to thirty (30) days to establish the general detailed account and forward to the Contractor after final acceptance.

At the end of the guarantee period which results in the final acceptance of the works, the Contract Engineer draws up the general and final detailed accounts of the Contract which he had signed jointly with the Contractor and the Contracting Authority. This detailed account includes:

- xx). the final detailed account,
- xxi). the balance
- **xxii).** the summary of monthly payments on account.

The signing of the general and final detailed account without reservation by the Contractor definitely binds the two parties, puts an end to the Contract, except with regard to interest on overdue payments.

26.2 The Contractor has up to thirty (30) days to return the signed final detailed account.

#### Article 27: Tax and customs regulations (article 36 of the GAC)

Decree No. 2003/651/PM of 16 April 2003 lays down the Terms and Conditions for Implementing the Tax Regulations and Customs Procedures applicable to Public Contracts. The taxes applicable to this Contract include notably:

- **xxiii).** Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- xxiv). Registration dues in accordance with the Tax Code;
- xxv). Dues and taxes attached to the execution of services provided for in the Contract;
  - Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
  - o Council dues and taxes;
  - O Dues and taxes relating to the extraction of building materials and water.

These elements must be included in the costs which the undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT included.

Article 28: Stamp duty and registration of Contracts (article 37 of GAC)

Seven (7) original copies of the Contract shall be stamped by and at the cost of the Contractor, in accordance with the applicable regulations.

#### CHAPTER III: EXECUTION OF THE JOBBING ORDER

#### Article 29: Nature of the works (article 46 of GAC)

The works shall include especially: (position or volume of works) (To be specified cf. Special Technical Conditions)

#### Article 30: Roles and responsibilities of the Project Owner (GAC supplemented)

30.1 The Project Owner shall be bound to furnish the Contractor with information necessary for the execution of his mission and to guarantee, at the cost of the Contractor, access to sites of projects.

30.2 The Project Owner shall ensure the Contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

#### Article 31: Execution time-limit of the Contract (article 38 of the GAC)

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **ninety (90)** days.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [or that fixed in this Administrative Order- to be specified].

#### Article 32: Roles and responsibilities of the Contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Project Manager in five (05) copies at the beginning of each.

#### Article 33: Provision of documents and site (article 42 of the GAC)

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Engineer The Project Owner shall make available the site and access ways to the Contractor at the appropriate time as the works progress.

#### Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

The following insurance policies are required within the scope of this Contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the Contract (to be adapted):

**xxvi).** Liability insurance, business manager;

**xxvii).** Comprehensive insurance of the site;

xxviii). Insurance covering its ten-year obligation, where applicable.

Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)

[Specify the deadlines for the transmission of documents as well as these of approval by passent to

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

#### 35.1 Programme of works, Quality Assurance Plan and others (to be specified).

a) Within a minimum deadline of [fifteen (15) days] from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in [six (6)] copies for the approval of [Contract Engineer] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable. This programme shall be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

xxix). Either the indication "GOOD FOR EXECUTION";

**xxx**). Or the indication of their rejection including the reasons for the said rejection.

The Contractor has eight (8) days to present a new draft. The Contract Engineer then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

The approval given by the Contract Engineer does not in any way release the Contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the Contractual schedule.

The Contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the Contractual programme upon receiving the approval of the Contract Engineer. After approval of the execution schedule by the Contract Engineer, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the Contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The Contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

#### 35.2 Execution draft

- a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Engineer] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Engineer] has a deadline of [five (05) days] to examine and make known his observations. The Contractor then has a deadline of [........) four days] to present a new file including the said observations.
- 35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

#### Article 36: Organisation and safety of sites (article 50 of the GAC)

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the Contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

#### Article 37: Implantation of structures

The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

#### Article 38: Sub-Contracting (article 54 of the GAC)

The part of the works to be sub-Contracted shall be [specify] % of the initial amount of the Contract and its additional clauses (the ceiling is 30 %).

#### Article 39: Site laboratory and trials (article 55 of GAC)

- 39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Engineer has a deadline of three days to approve the Contractor's personnel and laboratory as soon as the request is made.

#### Article 40: Site logbook (article 56 of the GAC supplemented)

- 40.1 The Site logbook must be systematically jointly signed by the Contract Engineer, where need be and the Contractor's representative each day.
- 40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

#### Article 41: Use of explosives (article 60 of the GAC)

[Specify the possible restrictions or bans]

#### **CHAPTER IV: ACCEPTANCE**

#### Article 42: PROVISIONAL ACCEPTANCE

#### 42.1 Pre- Acceptance Operations

Before the acceptance of the works the Contractor shall ask in writing to the Contract Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.
- > Findings and statement of the unexecuted task envisaged in the present jobbing order.
- Findings relative to the completion of the work
- Findings on the quantity of works that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following. -Contract Engineer,

-Contractor.

During this pre-acceptance, the Contract Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Contract Engineer shall fix the reception date in collaboration with the chairman of the acceptance commission.

#### 42.2 Provisional Acceptance

The acceptance commission shall comprise:

- 1- The Authorizing Officer (project Owner) or his representative ...... (Chairman)
- 2- The Contracting Authority or his representative......(Member)
- 3- The Project Manager or his representative ......(member)
- 4- The Contract Engineer or his representative.....(Secretary)
- 5- The Contractor or his Representative...............................(Member)

The commission shall examine the report of the pre-acceptance and shall proceed to the provisional acceptance. A provisional acceptance report (process - verbal) of the works shall be prepared by the Engineer and sign by all the commission members.

#### Article 43: GUARANTEE PERIOD.

The guarantee period is six (06) months from the date of the provisional acceptance for the section of rehabilitation of buildings and not applicable for equipment.

#### Article 44: Article 45: Final acceptance (article 72 of the GAC)

- 44.1 The Final acceptance shall take place within a maximum deadline of **fifteen (15) days** from the date of expiry of the guarantee period.
- 44.2 The Project Manager shall not be member of the final acceptance commission.

The procedure for final acceptance shall be the same as for provisional acceptance.

#### **CHAPTER V: MISCELLANEOUS PROVISIONS**

#### Article 45: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24th September 2004 of the public contract code and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- 45.1 Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- 45.2 Delay in work resulting in penalties of more than 10 % of the amount of the contract;
- 45.3 Refusal to repeat poorly executed works;
- 45.4 Default by the Contractor;
- 45.5 Failure to register the contract within the time limit.

#### Article 46: Case of force majeure (article 75 of the GAC)

If the Contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- 46.1 Rainfall: 200 millimetres in 24 hours;
- 46.2 Wind: 40 metres per second;
- 46.3 Flood: decennial flood frequency.

#### Article 47: Disagreements and disputes (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this Contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: [to be filled, where need be].

#### Article 48: Production and dissemination of this Contract

[Twenty (20)] copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Engineer.

#### Article 49 and last: Entry into force of the Contract

This Contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the Contractor by the Contracting Authority.

## PART II: SPECIAL TECHNICAL CONDITION (CCTP)

#### **CONTENTS**

Chapter 1: General technical specification for Rehabilitation works

Chapter 2: Consistency of supplies

Chapter 3: Conditions for the delivery of supplies

## Chapter 1: General technical specification for Rehabilitation works

#### **Article 1: PRECAUTION AND SAFETY**

- STRUCTURAL AND EXECUTION PLANS: It is the duty of the contractor to realize the structure and respecting the execution plans that shall be approved by the control Engineer. The material used for the realization of the structure should have the following qualities:
- 2) PROTECTION OF STRUCTURES AND MATERIALS: The contractor shall be responsible for the protection of the structures before final reception. He shall equally be responsible for all tools and materials present at the work site. He shall seek insurance cover for theft and fire incidence.
- 3) PRECAUTION AGAINST ACCIDENTS: The contractor shall take all preventive measures against accidents. The owner of the job reserves the right to intervene in case of emergency without necessary interfering with the responsibility of the contractor.
- 4) VERIFICATION OF DIMENSIONS: The contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The contractor shall check in situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Control Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Control Engineer of all changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The owner of the job shall have the right to the final choice in any modification.

5) ERRORS AND OMISSIONS IN THE DOCUMENTS: The descriptions complete or confirm the indications on plans. In the case of contradictions between the plans and the description contact the Control Engineer for examination.

#### **Article 2: MODE OF EXECUTION OF WORKS**

#### 1) PRELIMINARY WORKS

This include:-

- Installation and unfolding of the work site:
- Execution and work completion programs

#### 2) LEVELING OF THE SITE FOR CONSTRUCTION

This task shall consist of:

- Removal of the vegetable (top) soil
- Levelling of the area for the implantation of the structure and 5m all round this area.

#### 3) IMPLANTATION.

This task shall involve the setting out of the building with profile boards to ensure that the dimensions specified in the working drawings are respected.

#### 4) FOUNDATION

#### • FOUNDATION TRENCHES.

The foundation trenches shall be excavated right to the soil with good bearing capacity and the base well levelled. These trenches must be presented to the control engineer for approval before the continuation of works.

#### BACKFILLING AND COMPACTION

The soil from the foundation trenches could be used for backfilling if it is of good quality; if not, selected or well graded soil (laterite) from a borrowed pit should be used for this purpose. The backfilling shall be done in successive layers of 20cm, watered, and compacted. The backfilling should also be free from all organic matter, and any rejected soil should be discarded at a safe site agreed upon by the council authority of that area.

#### • BLINDING CONCRETE DOSED AT 150kg/m3

The base of the foundation trenches shall be stabilized with 5cm of concrete dosed at 150kg/m3

#### • SAND CRETE BLOCKS OF 20X20X40CM FILLED WITH MASS CONCRETE

The foundation walls shall be realized with frog filled sand Crete blocks of section 20x20x40 dosed at 200kg/m3 and filled with mass concrete dosed at 150kg/m3

# • REINFORCED CONCRETE FOUNDATION FOOTINGS, PILLARS, GROUND BEAM AND RAMPS

- The continuous footing shall be in reinforced concrete of section 20x30 (or as per indication on the plans) dosed at 350kg/m3.
- The reinforcement shall be stirrups T6 every 20cm +4HA10 main rods for both footing and chaining

#### MASS CONCRETE FLOOR (08cm thick)

The floor shall be of mass concrete of thickness 8cm. The floor shall be finished with a cement screed of 4cm thick, dosed at 400kg/m3

#### 5) MASONRY/ELEVATION

#### SAND CRETE BLOCKS WALLS OF 15x20x40cm.

The walls shall be of sand Crete blocks (15x20x40) bonded with a cement mortar dosed at 320kg/m<sup>3</sup>.

#### • CEMENT PLASTER

This shall be realized with cement mortar having a mixed proportion of  $400 \text{kg/m}^3$  in an average thickness of 1.5cm. The recommended sand for this purpose is medium/soft sand free from all impurities and salt.

#### • RC FOR PILLARS, LINTELS AND BEAMS

- -Ordinary lean concrete shall be 0.05 thick and laid all-round the excavated foundation before the foundation wall is carried out dosed at 150kg3.
- Over-site concrete shall be 0.08 thick laid over the entire floors and paved area between wall and gutters.
- -Reinforced concrete shall be specifically for pillars, damp proof course (DPC), lintels and ring beams and their mixture shall in the proportion 350kg/m3.

NOTE: Reinforced Rod Tables.

No	STRUCTURE	SIZE S	MAIN REINFORC E-MENT	STIRRU P		CONCRE TE MIX	ТҮРЕ
	-	No	ф	Torsø	Spacing		
1	Damp proof course	4	8mm	6mm	20cm	300kg/m3	Fe-E-40
2	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m3	Fe-E-40
3	Veranda Pillars 30x 15	6	8mm	6mm	20cm	350kg/m3	Fe-E-40
4	Wall pillars 15x15	4	8mm	6mm	20cm	350kg/m3	Fe-E-40
5	Wall plate 15x20	4	8mm	6mm	20cm	350kg/m3	Fe-E-40
6	Beams 15x20	4	8mm	6mm	20cm	350kg/m3	Fe-E-40

- Sand: Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 5mm. It shall be river sand and nothing else.
- Aggregate shall consist of crush stones. Tiny layer of grave (dust) shall be removed through blowing or washing.
- Water: To be used for mixture mortar, concrete and aggregate washing most be free from impurities and salts.
- Cement: To be used mostly for cement mortar, concrete shall satisfy the general conditions laid down by regulation in force. It will type CPJ325 Portland cement from CIMENCAM and shall not show any trace of mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared within four days.

- Reinforcement: shall be of mild steel and T- or Steel in accordance with the R/C &3 rules. The steel shall be perfectly clean without any trace rut, non-adhesive to paint or grease. It shall be held firmly in place while the concrete is placed. The concrete cover shall not be less than 25mm in all cases.
- **Shuttering:** hard wood simple and strong, to bear without any noticeable distortion, the load and pressure of concrete, the effect of venation and weight of workers involved in the setting it up.

#### 6) CAPENTRY /ROOFING/CEILING.

#### ROOF TRUSSES:

The trusses shall be of hard wood well treated and of section 3X12 or 3x15. The braces and the struts shall be double. These rafters shall be well attached to the structure with the aid of the extension rods from the beams/pillars.

#### • PURLINS:

They shall be of well treated hard wood of section 5x8 or 5x15

#### • PLY WOOD CEILING:

It shall be of ordinary 4mm plywood (Ayous), in section of 60x120 (block format). Provision shall be made for ceiling passage and ventilation.

#### • FASCIA BOARD:

It shall be 30cm wide and 3cm thick and shall be of hard wood. It shall be coated with aluminium sheets.

#### • ROOFING SHEETS:

The roofing shall be done with aluminium sheets (Tole Bac TAC 6/10. The ridge cap shall be covered with a ridging sheet and the gable ends shall also be closed with aluminium and angle ridging sheets.

#### • RIDGE SHEET OF:

The ridge cap shall be covered with an aluminium ridging sheet of 50cm as well as the gable ends and angle ridges.

#### 7) METALLIC WORKS

- i. *Doors* All metallic doors will be made of iron tubes frames and metal sheets with all accessories fitted on metallic or wooden frames and chocked with rich concrete in the wall.
- > Size: 1.20x220, 90x 220
- > Frame: angle bar of 35mm
- > Shutter: will be square 30mm+ black steel plated 10/10 on double faces + 3 pairs of hinges and a canon vachette lock and iron staple bolts.
- ii. Windows- They shall be of metal sheet according to the specifications on the plans.
  - > Angle bars- They shall be bars of 30mm for protection of the edges of the verandas.
  - > N.B. The designs for the doors and windows must be approved of by the control Engineer.

    Security locks of high quality are recommended.

#### 8) WOOD WORKS

- i. *Doors* All wooden doors will be made of wooden panels with wooden frames chocked with rich concrete in the wall. The wooden structures will be of the following sizes:
- External doors: 90 x 220cm
- ➤ Internal doors: 80 x 220cm
- > Toilet doors: 60 x 220cm
- ii. *Window* Wooden window shutters and frames shall be done according to the design and type of window on the plans.
  - > N.B. The designs for the doors and windows must be approved of by the control Engineer. Security locks of high quality are recommended.

#### 9) ELECTRICITY

The electricity installation shall be in conformity with the electrical plan approved of by the Control Engineer. The contractor shall connect the installation to the existing AES SONEL network in the institution. Flexible orange conduits pipes of adequate diameter shall be used, and must be buried inside the walls (blocks). As a general rule cables of section 1.5mm² shall be used for the lighting circuit while that of sockets shall be of section 2.5mm². Each of the circuit shall be protected by a 10A and 16A fuse respectively. -Lighting equipment will consist of fluorescent lamps of 1.20m fitted inside and outside on the veranda. Model of lamps shall be Philip or Mazda. Generally, electrical installation will be carried out in conformity with the rules and instructions of norms in force.

#### 10) SANITATION AND PLUMBING

Since there exist no pipe borne water scheme in the village, water shall be provided to the school by digging a modern well in the school and equipping it with the necessary accessories.

#### 11) PAINTING AND DECORATION

All the surfaces to be painted shall be cleaned, and prime with white wash. The painting shall be done in two coats according to the following specification:

- Internal walls with pantex 800
- External walls with pantex 1300 vinyl type
- Wooden and metallic elements with oil paints(glycerol)
- The toilet floors shall be of ceramic tiles while the walls shall be tiled up to a height of 2m

The skirting shall be 50cm high and of oil paint (double coat).

#### 12) **V.R.D**

• **GUTTERS:** The gutters shall be realized all-round the building. They shall be executed with cement blocks dosed at 350kg/m<sup>3</sup>. The section shall be 40cm wide and 30cm deep. The base shall have an average thickness of 8cm and shall be of ordinary mass concrete, dosed at 400kg/m<sup>3</sup> providing a slope of 10% for the flow of water.

#### 13) LANDSCAPING

This task involves the levelling and shaping of the yard, planting of trees, flowers and vegetation in an orderly manner, providing trash cans, creating walk ways and incineration pits.

#### Chapter 2: consistency of supplies

The supplies to be made in this jobbing order consist of:

#### 1) Voltage Stabilizer

This item include the supply of an automatic voltage stabilizer which shall be tested and controlled of the its properties (3000 VA, 120-230V) and for proper functioning

#### 2) Printer

Provide and put in place of an A4 HP Color LaserJet CM1312 MFP printer (3 in one) or Similar to in case of scarcity, 120-230V tested and controlled of the its properties and for proper functioning

#### 3) Computer lap top

Provide and put in place of a Computer lap top (500GB HDD, 6GB RAM, 4GB Memory) camera, DVD Disc Drive, 200-230V.

#### 4) Adult scale

Provide and put in place of an analog or digital adult scale of 500kg maximum capacity, or more and adjustable, accuracy 0.1kg, 9 volt batteries, AC adaptor

#### 5) Fetal Doppler unit

Provide and put in place of an EZD-100S6 Fetal Doppler heart monitor, use to monitor risk pregnancies in the labour room with characteristics as follows (3MHZ Probe, 3 Button Display, Instruction Manual, 2 AA Batteries, free tube gel, 3 working modes) or similar

#### 6) Fire extinguisher

Provide and put in place of a first Alert 1038789 standard home fire extinguisher, (Red in color, 2X\* firefighting capacity, 250 voltage fire, 3 liters of agent.

#### Chapter 3: conditions for the delivery of supplies

- 1. The contractor has as duty to bring forth sample photos and characteristics of supply items to the engineer for confirmation before purchase in order to avoid cases of doubtful supplies.
- 2. All supplies shall be tested and controlled of their properties and for proper functioning by the engineer during acceptance.
- 3. Any other condition for this supplies are assumed to be known by the supplier otherwise been referred to the public contract code.

N.B: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERROR OF OMISSION OR WRONG INTERPRETATION OF THIS DOCUMENT.

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

PAGE AND LAST OF JOBBING ORDER N°/JO/BIII/BIIICITB/201
AFTER WITH THE COMPANY:  FOR THE SUPPLY  AMOUNT OF THE JOBBING ORDER:  (In words
CFA francs inclusive of taxes)
EXECUTION TIME:
Read and accepted by the Contractor
(place of signature)(date)
·
Signature of Contracting Authority
(place of signature)(date)
Registration

## **ANNEX**

# Forms and models to be used by bidders

#### Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

Model No. 4: Model of start-off advance bond

Model No. 5: Model retention fund

Annex No. 6: Evaluation grid

Annex No. 7: Attestation of site visit

Annex No. 8; Model Declaration of Intention to Tender

Annex No. 9; Model Sub Details of Prizes

Annex No. 10; Model Qualities of Equipment

## Annex No. 1: Model tender

I, the undersigned[indicate the name and capacity	v of signatory]
Representing thecompany or enterprise or gra	oup with head office at
registered in the trade register of under the number	er No
<ul> <li>Having taken cognisance of all the documents featured or mer addendum (addenda): the Invitation to Tender [recall the subject of the</li></ul>	the Invitation to Tender] The site and evaluated from my point of any of the works to be carried out; Unit prices as well as the quotations in the dance with the Tender File, in return for the which prices reveal the amount of the the ures and words] CFA francs exclusive of a Taxes. [In figures and words]. months.  Taking in principle 90 days for national tions to tender] from the deadline of
The Project Owner shall pay the sums due for this Contract by opened in	_
Prior to the signing of the Contract, this tender accepted by you	shall constitute an agreement between
US.	
Done at on	
Signature of	
in the capacity ofduly authorised to sign the b	ids on behalf of

## ANNEX No. 2: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"
Whereas the undertaking hereinafter referred to as the "bidder" has submitted his bid on for [recall the subject of the Invitation to Tender], hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.
We [name and address of the bank], represented by [names of signatories], hereinafter referred to as "the bank" hereby guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.
The conditions of this commitment are as follows:
If the bidder retires his bid during the validity period provided for in the Tender File; Or
If the bidder, having been notified of the award of the Contract by the Contracting Authority during the validity period:
<ul> <li>Fails or refuses to sign the Contract, even though required to do so;</li> <li>Fails or refuses to furnish the final bond for the Contract (final bond) as provided for by the Contract;</li> </ul>
We pledge to pay to the [Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.
This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.
This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.
Signed and authenticated by the bank at, on
[Bank's signature]

## Annex No. 3: Model final bond

Bank: Reference of the bond: No
Addressed to [Indicate the Project Owner and his address] Cameroon, hereinafter referred to as the "Project Owner"
Whereas [name and address of Contractor], hereafter referred to as "the Contractor", has committed himself, in execution of the Contract referred to as "the Contract", to carry out [indicate the nature of the works].
Whereas it is stated in the Contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to [indicate the percentage between 2 and 5%] of the amount of the corresponding portion of the Contract, as guarantee of the execution of his full obligations in accordance with the terms of the Contract,
Whereas we have agreed to issue the Contractor this guarantee,
We,
We agree that no change or addendum or any other amendment to the Contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.
This final bond shall enter into force upon signature and notification of the Contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the works.
After this date, the bond shall be baseless and should be returned to us without the express request on our part.
Any request for payment made by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.
This bond shall, for purposes of its interpretation, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.
Signed and authenticated by the bank at on
[Signature of the bank]

## ANNEX No. 4: Model of start-off advance bond

Bank: reference, address
We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of [the holder] to the benefit of the Project Owner [address of the Project Owner] (the beneficiary)
The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of Contract No of relating to works [indicate the subject of the works, the references of the Invitation to Tender and the lot, if possible] of the total sum corresponding to to the advance of [twenty (20) %] of the amount inclusive of all taxes of Contract No, payable upon notification of the corresponding Administrative Order that is, CFA francs.
This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of [the holder] opened in the bank under No
This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.
The applicable law and jurisdiction shall be those of the Republic of Cameroon.
Signed and authenticated by the bank at on
[Signature of the bank]

## ANNEX No. 5: Model of performance bond (Retention fund)

Bank:
Reference of the bond: No
Addressed to [Indicate the Project Owner] [Address of Contracting Authority]
Hereinafter referred to as "the Project Owner"
Whereas name and address of Supplier] hereinafter referred to "the Contractor", pledged, in execution of the Contract, to carry out the works of [indicate the subject of the works]
Whereas it is stipulated in the Contract that the retention fund fixed at [percentage below 10 % to be specified] of the amount of the Contract may be replaced by a joint guarantee,
Whereas we have agreed to provide the Contractor with this guarantee,  We, [name and address of the bank],  Represented by [names of signatories] and hereinafter referred to as "the bank",
Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of
And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Contractor has not fulfilled his Contractual obligations or is indebted to the Project Owner within the meaning of the Contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to [percentage below 10 % to be specified] of the total amount of the works featuring in the final detailed account, without the Project Owner having to prove or give the reasons nor the motive for the amount of the sum indicated above.
We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this bond and we hereby incline by the present to the notification of any amendment, addendum or change.
This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release issued by the Project Owner.
Any request for payment made by the Project Owner by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.  This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.
Signed and authenticated by the bank at on
[Signature of the bank]

## Annex No. 6: Evaluation grid

#### **ENVELOPE A- ADMINISTRATIVE BID**

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months.
A.5	Purchase receipt of Tender File issued by public treasury
A.6	A bid bond of <b>300.000 FCFA</b> (three hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.12	plan and attestation of site location of the enterprise
A.13	Power of attorney if necessary
A.14	Group agreement if need be

#### **ENVELOPE B- TECHNICAL and FINANCIAL BID**

#### **TECHNICAL DOCUMENTS**

	. DOCOMERTS	:	
	EVALUATION GRID OF TECHNICAL BID		
N°	EVALUATION CRITERIA AND SUB-CRITERIA	YES	NO
B)	ESSENTIAL CRITERIA	•	
B.1	General presentation of the Tender Files		
-Document spirally bound -Table of content page			
-Colour sheets separation  - Presentation of documents in the order given in this tender			
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR	JOBS	
B.2.1	List of references of the enterprise in similar jobs justified by signed Contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2018 projects)  Minimum acceptable: 02 Contracts realized in the domain of building Rehabilitation or construction of new building over the past 05 years		
	1st Reference		

	2 <sup>nd</sup> reference	
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STA	AFF
B.3.1	01 works supervisor (at least HND or equivalent certificate) in civil or re	 บral Engineering
	Qualification of the works supervisor: (Senior Technician certificate in Civil Engineering (BAC +2)  Professional experience of the works supervisor ≥ 03 years (signed CV)  ➤ CV signed by the candidate,  ➤ A certified copy of the technical diploma  ➤ An Attestation of presentation of original of the technical diploma  ➤ An attestation of availability signed by the candidate	
B.3.2	Certified copy of ID card	L
в.з.2	O1 Site foreman(Civil Engineering Technician)  Qualification of the Site foreman: (Technician certificate in Civil Engineering (BAC F4 or equivalent certificate)  Professional experience of the Site foreman ≥ 03 years (signed CV)  ➤ CV signed by the candidate,  ➤ A certified copy of the technical diploma  ➤ An Attestation of presentation of original of the technical diploma  ➤ An attestation of availability signed by the candidate  ➤ Certified copy of ID card	
B.3.3	Other personnel	<del></del>
•	<ul> <li>O2 two builders with 3 years professional experience in building, rehabilitation or similar works. (CVs signed by the candidate), Qualification (CAP in building construction)</li> <li>O1 One Carpenters with 3 years professional experience on carpentry or similar works. (CVs signed by the candidate)</li> <li>O1 One Electrician with 3 years professional experience on Electricity or similar works. (CVs signed by the candidate)</li> <li>O1 Painter with 3 years professional experience (CVs signed by the candidate)</li> <li>O1 Iron Welder with 3 years professional experience (CVs signed by the candidate)</li> </ul>	
B.4	TECHNICAL PROPOSALS	
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)	
B.4.3	Logical sequence for the execution of the task	
B.4.5	Quality control method	
B.4.7	Environmental protection measures	
B.4.8	Security and safety at the site	
B.4.9	Duration of execution in respect with the Tender File	
B.5	LOGISTICS (Equipment put aside for this project)	
B.5.1	Prove of ownership or rental of a pick-up or other vans	
В.5.2	Masonry Kit: Wheelbarrows, masonry clamps, masonry hammer 300g, shovel, dig axe, building level, masonry bucket, trowels, Tiling hammer, tiles cutter etc.	
B.5.3	Carpentry Kit : carpentry clamps, saws, harmers, etc.	

B.5.4	Electrical Kit : pliers, screw drivers, cutters, multi meters, testers, saws, harmers, etc.	
B.5.5	Painting Kit: brushes, rollers, buckets, harmers, etc.	
B.5.6	Welding Kit: Welding post, saws, cutters, clamps, vice, etc.	
B.6	FINANCIAL CAPACITY	
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 9.000.000FCFA	
B.7	Attestation of site visit signed by the Contractor	
B.8	Comprehensive report of site visit signed by the company administrator and justified by photos	
B.9	Special Technical Clauses initialed in all the pages	
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed	

#### **FINANCIAL DOCUMENTS**

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (TWOT) and with taxes (TWT)
C4	Sub details of unit prices

The absence or the non-conformity of one of the elements in documents "A" of the evaluation grill above will be at the disadvantage of the offer

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest feasible amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

## ANNEX 7: MODEL ATTESTATION OF SITE VISIT

th	e undersigned Mr./Mrs./Miss Engineer of the					
Con	pany: (Name of Enterprise),					
Con	firm that					
	I have actually visited the site which is going to receive the structure relative to NSULTATION N°002/RQ/BIII/BIIICITB/2019 of 27/03/ 2019 FOR THE REHABILITATION OF NTEGRATED HEALTH CENTER NKWEN IN BAMENDA 3 SUB-DIVISIONIN MEZAM DIVISION.					
	1 declares:					
	To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of job with respect to norms.					
<ul> <li>To establish my unit price schedules taking into account the difficulties of the relative to the execution of the works and shall in no condition claim the Contra Authority for any increase of unit price.</li> </ul>						
	THE GENERAL MANAGER OF THE ENTERPRISE					
	SIGN					
	DATE					
	(STAMP)					

## ANNEX 8: Model Declaration of Intention to Tender

I the under signed	(name)	(name) Nationality			
Function	(manager or director) of the_	(enterprise)			
Acknowledged having r	eceived the	_ (Tender File or Request for			
Quotation) No	(reference) of	(date)			
For The		(subject) And hereby			
declare my intention to	tender for the aforementioned pro	ect.			
		DONE IN			
		BY			
		ON			
		SIGN			

## Annex No. 9; Model Sub Details of Prizes

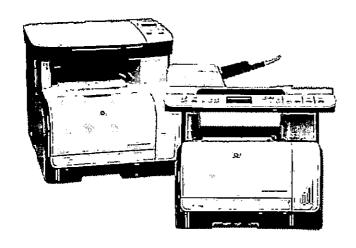
A) For Equipment

Designation	Cout d'achat	Transport	Cout de la commande	Frais de livraison	Marge beneficiare	Prix unitaire HTVA
	_					

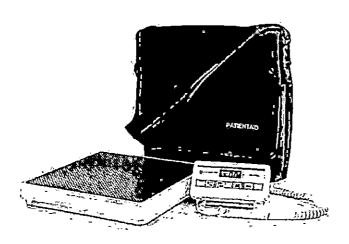
B) For Rehabilitation Works

Désigna	for Rehabilitation Works tion:	_	<u> </u>	
N° Prix	Rendement journalier	Quantité totale	Unité	Durée activité(j)
n d'œuvre	CATEGORIE	Salaire journalier	jours facturés	Montant
Mai	Total A			
ins	TYPE	Taux journalier	jours facturés	Montant
Matériel et engins Main d'æuvre				
≥	Total B			
Matériaux et Divers	TYPE	Prix Unitaire	Consommation	Montant
	Total C			
D	TOTAL COUTS DIRECTS	A+B+C		
E	Frais Généraux de Chantier		%D	
F	Frais Généraux de Siège	%D		
G	COUT DE REVIENT		D+E+F	
Н	Risques + Bénéfices	<u> </u>	% <b>G</b>	
P	PRIX DE VENTE TOTAL HORS TAXE		G+H	
V	PRIX DE VENTE UNITAIRE HORS TAXE		P/Qté	

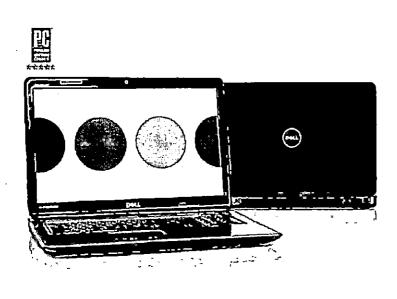
## Annex No. 10; Model Qualities of Equipment

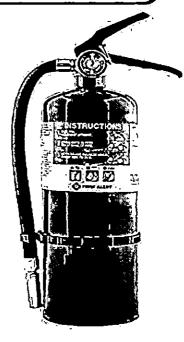












List of banking establishments and financial bodies authorised to issue bonds for public Contracts

#### I- BANKS

- 1. Afriland First Bank
- 2. Banque Atlantique
- 3. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- 4. CITI Bank
- 5. Commercial Bank of Cameroon (CBC)
- 6. Ecobank
- 7. National Financial Credit Bank
- 8. Société Camerounaise de Banque au Cameroun
- 9. Société Générale de Banque au Cameroun
- 10. Standard Chartered Bank Cameroon
- 11. Union Bank of Cameroon
- 12. United Bank for Africa.

#### II- Insurance companies

- 13. Chanas Insurance;
- 14. Activa Insurance
- 15. Zenithe Insurance S.A BP Douala