

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

TENDER FILE

PROJECT OWNER: THE ADMINISTRATIVE DIRECTOR OF CDENO

CONTRACTING AUTHORITY: THE ADMINISTRATIVE DIRECTOR OF CDENO

TENDERS' BOARD: CDENO INTERNAL TENDERS' BOARD

OPEN NATIONAL INVITATION TO TENDER

NO. 002/ONIT/CDENO/ITB/2019 OF 6 MAL 2019

FOR THE CONSTRUCTION OF TWO BLOCKS OF
BREEDER HOUSES AT BALI POULTRY FARM IN BALI
SUB DIVISION, MEZAM DIVISION, NORTH WEST
REGION

9

FINANCING: CDENO BUDGET 2019
BUDGET HEAD: 22 04 20

FINANCIAL YEAR 2019



PREFACE

This Tender File includes:

- Document No. 1:** *The tender notice in English and French and signed by the Contracting Authority;*
- Document No. 2:** *The General Regulations of the invitation to tender which include model clauses that are not to be modified.*
- Document No. 3:** *The Special Regulations of the invitation to tender containing the provisions of document No. 2 which have to be supplemented or specified within the context of the invitation to tender concerned.*
- Document No. 4:** *The Special Administrative Conditions (SAC) which treat issues relating to the execution of the contract and the related payments.*
- Document No. 5:** *The Special Technical Conditions (STC) which include the technical specifications of the works to be executed.*
- Document No. 6** *The Schedule of prices (specific nomenclature of the tasks to be executed and which must be costed by bidders).*
- Document No. 7:** *The bill of quantities and estimates (the common base for the evaluation and comparison of bids).*
- Document No. 8:** *The sub-detail of prices*
- Document No. 9:** *The model contract;*
- Document No. 10:** *Model forms to be used by the bidders;*
- Document No. 11:** *Forms for preliminary studies to be filled by the Project Owner or Delegated Project Owner;*
- Document No. 12:** *The list of first rate banking establishments and financial institutions approved by the Ministry in charge of finance authorised to issue bonds for public contracts, to be inserted by the Contracting Authority;*
- Document No. 13:** *Work plans.*

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All is OK

Document No. 1

Tender Notice

TENDER NOTICE

TENDER FILE FOR OPEN NATIONAL INVITATION TO TENDER
N° ~~073~~ /ONIT/CDENO/ITB/2019 OF 16/5/2019 FOR THE CONSTRUCTION OF TWO
BLOCKS OF BREEDER HOUSES AT BALI POULTRY FARM IN BALI SUB DIVISION,
MEZAM DIVISION, NORTH WEST REGION

FINANCING: CDENO BUDGET 2019

1. Subject of the invitation to tender:

Within the framework of CDENO Budget 2019, The Administrative Director of CDENO (Contracting Authority) hereby launches an Open National Invitation to Tender No. ~~073~~ /ONIT/CDENO/ITB/2019 of 16/5/2019 for the construction of two blocks of breeder houses at Bali poultry farm in Bali Sub Division, Mezam Division, North West Region.

2. Nature of services

The works comprise notably: The construction of two blocks of breeder houses at Bali poultry farm in Bali Sub Division, Mezam Division, North West Region

3. Execution deadline

The maximum deadline provided by the Project Owner or the Contracting Authority for the execution of the works forming the subject of this invitation to tender is **Five (05) months**.

4. Lots

The works is made up of one (01) lot.

5. Estimated cost

The estimated cost after preliminary studies is **Forty Million (40,000,000) Francs CFA** all taxes inclusive.

6. Participation and origin

Participation in this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned

7. Financing

Supplies which form the subject of this invitation to tender shall be financed by PIB 2019 financial year, budget head No. 22 04 20.

8. Bid bond

Each bidder must include in his administrative documents, a bid bond 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 this Tender File, of an amount of **Eight Hundred Thousand (800,000) 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 CDENO office in Bamenda as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from CDENO office in Bamenda as soon as this notice is published against payment of the sum of Fifty Seven Thousand (57.000) CFA francs payable at the Bamenda Treasury. *Door No, Telephone No, email.*

11. Submission of bids:

Each bid drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, should reach the CDENO office Bamenda not later than 5/6/2019 at 11:00 am and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER
No. 103/ONIT/CDENO/ITB/2019 OF 16/12/2019 FOR THE CONSTRUCTION
OF TWO BLOCKS OF BREEDER HOUSES AT BALI POULTRY FARM IN BALI
SUB DIVISION, MEZAM DIVISION, NORTH WEST REGION

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

12. Admissibility of bids

Under penalty of being rejected, only originals or true 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 invitation to tender. They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice.

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance. .

13. Opening of bids:

The bids shall be opened in a single phase.

The opening of administrative documents; the technical and financial bids on 5/6/19 at 12:00 o'clock local time by the CDENO Internal Tenders' Board in Bamenda. *(CDENO Internal TB office)*

Only bidders may attend or be represented by a duly mandated person.

14. Evaluation criteria

i. *Eliminatory criteria*

They refer especially to:

1. Absence or non-conformity of an element in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of 75% of essential criteria;
9. Non completion of any project in the previous years in the North West Region and suspended by ARMP in 2019.

ii. *Essential criteria*

Indicatively, the criteria related to the qualification of candidates will be on:

- ◆ General presentation of the tender files;
- ◆ References of the company in similar achievements;
- ◆ Quality of the personnel requested;
- ◆ Attestation and report of site visit; ??
- ◆ Technical organization of the works,
- ◆ Equipments put aside for this project,
- ◆ Special Technical Clauses initialled in all the pages and the last page signed, stamped and dated;
- ◆ Special Administrative Clauses completed and initialled in all the pages and the last page signed, stamped and dated;
- ◆ Safety measures on the site;
- ◆ Pre-financing capacity

15. Award

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

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 shall be awarded to the bidder who would have proposed the offer with the lowest 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.

16. Validity of bids

Bidders will remain committed to their bids for ninety (90) days from the deadline set for the submission of bids.

17. Complementary information

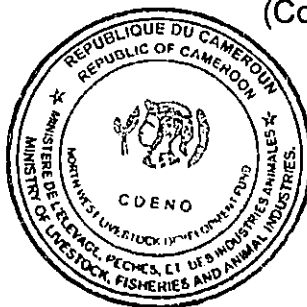
Complementary technical information may be obtained during working hours from CDENO office Bamenda.

Bamenda, the 16 MAI 2019

The Administrative Director of CDENO
(Contracting Authority)

Copies:

- MINMAP
- ARMP
- Chairpersons of CDENO/ITB
- Notice Boards



AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°16157/AONO/CDENO/CIPM/2019 DU 16/05/2019 POUR LA CONSTRUCTION DE DEUX PATES DE MAISONS D'ELEVAGE SUR LA FERME AVICOLE DU BALI, ARRONDISSEMENT DE BALI, DEPARTEMENTAL DE LA MEZAM

Financement :

1. Objet de l'Appel d'Offres

Dans le cadre de l'exercice budgétaire 2019, le Directeur de CDENO, Autorité Contractante lance, pour le compte du CDENO, un Appel d'Offres National Ouvert pour la construction de deux pates de maisons d'élevage sur la ferme avicole du Bali, Arrondissement de Bali, Départemental de la Mezam.

2. Consistance des travaux

Les travaux comprennent notamment de construction de deux pates de maisons d'élevage sur la ferme avicole du Bali, Arrondissement de Bali, Départemental de la Mezam.

3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de cinq (05) mois.

4. Allotissement

Les travaux sont subdivisés en 01 lot.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **Quarante Million (40.000.000) FCFA TTC**

6. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.

7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement CDENO budget – exercice 2019, sur les lignes budgétaires No. 22 04 20

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, précisant **Huit Cent Mile (8,000,000) Francs CFA** 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 CDENO

Bamenda dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu au CDENO Bamenda, dès publication du présent avis contre présentation d'une quittance de versement au Trésor Public de Bamenda de la somme non remboursable de **F CFA Cinquante Sept Mille (86.000) Francs CFA**

11. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la CDENO Bamenda au plus tard le ...05/06/2019..... 2019 à 12 heures, heure locale et devra porter la mention suivante : *Address*

AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N°033/AONO/CDENO/CIPM/2019 DU 18/5/ 2019 POUR LA CONSTRUCTION DE
DEUX PATES DE MAISONS D'ELEVAGE SUR LA FERME AVICOLE DU BALI,
ARRONDISSEMENT DE BALI, DEPARTEMENTAL DE LA MEZAM
A n'ouvrir qu'en séance de dépouillement"

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

L'ouverture des plis se fera en un temps.

L'ouverture des pièces administratives et des offres techniques et financières aura lieu le ...05/06/2019..... à 12:00..... heures par la Commission Interne de Passation des Marchés de CDENO dans la salle de conférence sise à Bamenda.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix dûment mandatée.

14. Critères d'évaluation

1. Critères éliminatoires

Il s'agit notamment:

- 1- Absence ou non-conformité d'une pièce administrative ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Absence ou insuffisance de la caution provisoire de soumission;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;

- 6- Offres financière incomplète,
- 7- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 8- Le non-respect de **75%** des critères essentiels ;
- 9- Non achèvement d'un projet pendant les années antérieures sur l'étendue du Territoire National et suspendu par le MINMAP en 2019.

2. Critères essentiels

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

- Présentation générale de l'offre;
- Références de l'entreprise dans les réalisations similaires;
- Qualité du personnel par lot postulé ;
- Attestation et rapport de visite du site
- Organisation technique des travaux;
- Moyens logistiques;
- Cahier des Clauses Techniques Particulières paraphé à chaque page;
- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page;
- Sécurité au chantier;
- Capacité financière.

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 essentiels pris en compte. Le marché sera attribué au soumissionnaire qui aura proposé l'offre 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 90 jours à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

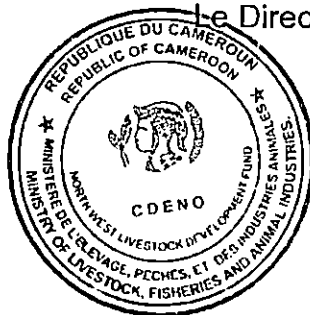
Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la CDENO Bamenda. *address*

Fait à Bamenda, le 16 MAI . 2019

Le Directeur CDENO

Copies :

- MINMAP
- ARMP ;
- Présidents CDENO/CIPM ;
- Affichage.



Document No. 2: General Regulations of the Invitation to Tender

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations. The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.2 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle:

- a) The following definitions shall be admitted:
 - i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
 - iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
 - iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in

fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the invitation to tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

Article 5: Building materials, materials, supplies, equipment and authorised services

5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.

- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

6.1 As an integral part of their bid, bidders must:

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

Where necessary, bidders should provide information relating to the following points:

- (i) the production of certified balance sheets and recent turnovers;
- (ii) access to a line of credit or availability of other financial resources;
- (iii) orders acquired and contracts awarded;
- (iv) pending litigations; and
- (v) availability of indispensable equipment.

6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- (b) The bid and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender.

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

Article 7: Visit of works site

7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Project Owner shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

7.3 The Project Owner may organise a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

B. Tender File

Article 8: Content of Tender File

8.1 The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda) published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract:

a. The execution schedule;

b. Model of forms presenting the equipment, personnel and references;

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

g. Model of guarantee in replacement of the retention fund;

h. Model contract;

Document No. 11. Models to be used by bidders;

a. Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

9.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to MINMAP and the body in charge of the regulation of public contracts.

Article 10: Amendment of the Tender File

10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C Preparation of bids

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of bid

The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

13.1 The bid presented by the bidder shall include the documents detailed in the Special Regulations of the invitation to tender, duly filled and put together in three volumes:

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends

to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract

The bidder shall submit duly initialled copies of the administrative and technical documents relating to the contract, namely:

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

b.4 Commentaries (optional)

A commentary on the technical choices of the project and possible proposals.

c. Volume 3: Financial bid

The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

- 13.2 If in accordance with the provisions of the Special Regulations of the invitation to tender, the bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions

for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.

15.2 Option A: The amount of the bid shall be entirely made in the national currency. The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

- a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b) The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

15.3 Option B: The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

- (a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";
- (a) The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

Article 16: Validity of bids

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.
- 16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.
The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;

- ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
- iii) refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated **"ORIGINAL"**. In addition, the bidder shall submit the number required in the General Regulations, bearing **"COPY"**. In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory(ies) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes **"ORIGINAL"** and **"COPY"**, as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription **"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"** as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 22: Date and time-limit for submission of bids

- 22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the

corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

Article 27: Clarifications on the bids and contact with the Contracting Authority

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

- i) which substantially limits the scope, quality or realisation of the works;
- ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
- iii) whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.

- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
 - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of award of the contract

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.

37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

37.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

**DOCUMENT No. 3:
SPECIAL REGULATIONS OF THE INVITATION TO
TENDER**

Special regulations of the invitation to tender

The following provisions which are specific to works forming the subject of the invitation to tender should complete or where necessary, specify the provisions of the General Regulations of the invitation to tender. In case of conflict, the following provisions will prevail over those of the General Regulations. Figures in the first column refer to the corresponding article in the General Regulations.

References of the General regulations	General
1.1	<p>Definition of works: CONSTRUCTION OF TWO BLOCKS OF BREEDER HOUSES AT BALI POULTRY FARM IN BALI SUB DIVISION, MEZAM DIVISION, NORTH WEST REGION</p> <p>Name and address of the Contracting Authority: The Administrative Director of CDENO Bamenda</p> <p>Reference of Invitation to tender: Open National Invitation to Tender NO...../ONIT/CDENO/ITB/2019 OF</p>
1.2	Execution deadline: Five (05) Months
2.1	Source of financing: CDENO Budget Head: 22 04 20
4.1	List of pre-qualified candidates: Not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The contractor has the choice of the source of building materials, construction products or components, subject to justifying that they meet the conditions fixed by the contract.

6.1 Evaluation criteria

Eliminatory criteria

They refer especially to:

1. Absence or non-conformity of an element in the administrative file;
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of **75%** of essential criteria;
9. Non completion of any project in the previous years in the North West Region and suspended by ARMP in 2019.

Essential criteria.

Indicatively, the criteria related to the qualification of candidates will be on:

- ◆ General presentation of the tender files;
- ◆ References of the company in similar achievements;
- ◆ Quality of the personnel per lot requested;
- ◆ Attestation and report of site visit;
- ◆ Technical organization of the works,
- ◆ Equipments put aside for this project,
- ◆ Special Technical Clauses initialled in all the pages and the last page signed, stamped and dated;
- ◆ Special Administrative Clauses completed and initialled in all the pages and the last page signed, stamped and dated;
- ◆ Safety measures on the site;
- ◆ Pre-financing capacity.

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 70% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest 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

1- Financial situation

Submission of certified financial statements or if that is not required by the regulations of the candidate's country, other financial statements acceptable to the Contracting Authority for three (03) last years demonstrating the current solidity of the financial situation of the candidate (financial situation issued by an approved bank, certified balance sheets, annual turnover).

2- Experience

- General experience in public works

Experience in similar public works as an entrepreneur during the last **three (03) years** which precede the deadline for the submission of bids

- Specific experience in similar works

Having effectively executed satisfactorily and completely for the most part as an entrepreneur or sub-contractor at least two (02) similar contracts of the projected works during the past three (03) years with a minimum value of **Eighty (80.000.000) FCFA**. The similarity will be on the physical size, complexity, methods/technologies or other characteristics.

3- Personnel

The candidate must establish that he has the required personnel for the following key positions:

No.	Position	Total experience in works (years)	Experience in similar works (years)
1	Works Supervisor: at least holder of a Bsc in Civil Engineer with at least 5 years' experience in the field of construction	05 years	05 years
2	Foreman: at least a Senior Civil Engineering Technician or equivalent with at least 5 years' experience in the domain of Construction.	05 years	05 years

3	Other support staff: A builder, a Carpenter, an Electrician, a Plumber and a painter with a CAP or equivalent with at least 3 years' experience in the domain of Construction.	03 years	03 years
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Attach for each person a CV signed and dated, as well as a certified copy of certificate and an attestation of presentation of original diploma. All key personnel must present a commitment of availability duly signed and must present a certified copy of a valid national identity card.

4- Equipment

The candidate must show proof of ownership or rental of the following equipment:

N0.	Type and characteristics of equipment	Minimum required number
1	A concrete mixer in good operating condition	1
2	A vibrator in good operating condition	1
3	Proof of a vehicle (Pick up 4 x 4 or van) (Hired or owned)	1
4	Hand tools; These are Small tools used in for construction works (masonry tools, carpentry tools, plumbing tools, electrical tools, iron mongery tools, etc)	1

7.3.	Visit of site of works and preparatory meeting: Attestation of visit to the site where the works are to be carried out and site visit report signed by the Works Supervisor or site Foreman (see attached format).
12.	Language(s) of bid: English or French

Envelope A- Volume 1: Administrative documents

It shall contain the following documents arranged in the following order:

- 1) Declaration of intention to tender, stamped (according to the attached model);
- 2) The group agreement, where need be;
- 3) The power of attorney where need be;
- 4) A certificate of non-bankruptcy established by the Court of First Instance or any other document established by the competent institution of the country of residence of the foreign bidder dated not more than three (3) months preceding the date of submission of bids;
- 5) An attestation of the bidder's bank account issued by a bank approved by the Ministry in charge of finance of Cameroon;
- 6) Receipt of purchase of the Tender File;
- 7) The bid bond (according to the attached model) of an amount of **Eight Hundred Thousand (8,000,000) Francs CFA** and a validity of **120 days** established by a first-rate bank approved by the Ministry in charge of Finance of Cameroon;
- 8) An Attestation of Non-exclusion from public contracts delivered by the authority competent for the regulation of public contracts;
- 9) An attestation less than three (3) months old signed by the Director General of the National Social Insurance Fund certifying that the bidder has fulfilled his obligations towards the fund;

- 10) An attestation less than three months old signed by the Director of Taxes certifying that the bidder has effected all statutory declarations in issues of taxes for the current financial year;
- 11) A certified copy of certificate of incorporation
- 12) A certified copy of taxpayer's card
- 13) Plan and attestation of localization, signed by the taxation authorities
- 14) The Special Administrative Conditions (SAC/CCAP), initialled on each page, signed, dated and stamped on the last page

Envelope B- Volume II: Technical bid

It shall contain the documents cited below and placed in the following order:

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (list of equipment and tools)	Attach certified copies of title deeds, receipts, etc. These equipments and tools must be present at the site before and during each phase
B2	Personnel list	It shall contain: Works Supervisor: at least a holder of Bsc in Civil Engineer with at least 5 years' experience in the field of construction Foreman: at least a Senior Civil Engineering Technician or equivalent with at least 5 years' experience in the domain of Construction. Other support staff: A builder, a Carpenter, an Electrician, a Plumber and a painter with a CAP or equivalent with at least 3 years' experience in the domain of Construction.	Attach for each person a CV signed and dated, as well as a certified copy of certificate and an attestation of presentation of original diploma. (All key personnel must present a commitment of availability duly signed and must present a certified copy of a valid national identity card)
B3	Organisation of works/ methodology	In conformity with article 7 below, it shall show clearly the organisation of the enterprise (methodology of execution, work schedule, site installation, supply of materials, etc)	Date, signature and stamp of bidder at the end of document
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor.(only 30% of the contract may be sub-contracted)
B5	Attestation of site visit	Attestation of visit to the site where the works are to be carried out. A site visit report signed by the Works Supervisor or site Foreman.(see attached format)	Dated and signed by Works Supervisor or site Foreman
B6	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and or other civil engineering works realised. (see attached format)	Amount of works, certified copies of (1st and last pages) and minutes of reception or attestation of effective realisation.
B7	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.
B8	Technical specifications	Provided in tender file.	Initialed on every page, Signed, dated and stamped on the last page

	<p>Envelope C- Volume III: Financial bid</p> <p>C.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;</p> <p>C.2 The duly filled Unit price schedule;</p> <p>C.3 The duly filled detailed estimates;</p> <p>C.4 The sub-details of prices and/or the breakdown of all-in a prices</p> <p>N.B The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate its examination.</p>
	Price and currency of bid
14.3.	<p>This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non revisable for the whole of the works and the equipment defined in the present Invitation to tender.</p> <p>The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.</p> <p>The unit Schedule price expressed out in figures and letters and in six (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.</p> <p>The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers</p>
14.4.	The prices of the contract not revisable.
15.1.	In the case of international invitations to tender, indicate if the currency(cies) of bid is (are) defined following option A or option B of article 15 of the General Regulations: Not applicable
15.2. et 15.3	Currency(cies) of bid and indication of exchange rate: The currency of the bid shall be in FCFA.
	Preparation and submission of bids
16.1.	<p>Period of validity of bids:</p> <p>The period of validity of bids shall be ninety (90) days from the date of submission of bids.</p>
17.1.	Amount of the bid bond is Eight Hundred Thousand (800,000) Francs CFA and valid for thirty (30) days beyond the date of validity of bids
18.1.	Bids shall be evaluated on the basis of an execution deadline of works between a minimum and maximum of five (05) months . The evaluation method features in article 32(2e) of the General Regulations. The execution deadline proposed by the preferred bidder shall become the contractual execution deadline.
18.3.	Technical variants on part(s) of works specified below are permitted within the framework of the provisions laid down in the Technical Specifications: Not applicable.
19.1.	Venue, date and time of preparatory meeting to the establishment of bids: There will be no preparatory meeting.
20.1.	<p>Number of copies of the bid which must be filled and sent.</p> <p>Seven (7) including one original and six (6) copies.</p>

21.2.	Address of the Contracting Authority to be used for the submission of bids: OPEN NATIONAL INVITATION TO TENDER No...../ONIT/CDENO/ITB/2019 OF _____ FOR THE CONSTRUCTION OF TWO BLOCKS OF BREEDER HOUSES AT BALI POULTRY FARM IN BALI SUB DIVISION, MEZAM DIVISION, NORTH WEST REGION.
22.1.	Date and time-limit for submission of bids: _____ at 12.00 noon
25.1	Venue, date and time of opening of bids <i>Conference hall of CDENO Bamenda, North West Region on the _____ at</i> <i>1.00 pm prompt</i>
	Evaluation and comparison of bids
31.2.	Currency retained for the conversion into a single currency: the CFA francs
32.2. (e)	The execution time-limit will be evaluated as follows: Five (05) months from the date of notification to start work.
32.2 (g).	The method of evaluation of technical variants shall be following: Yes or No
33.1.	National bidders shall not benefit from a margin of preference during evaluation.
	Award of the contract
34.1 and 34.2	The Contracting Authority shall award the contract to the bidder whose bid is judged essentially in compliance with the Tender File and who has $\geq 75\%$ technical score and has the required financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
	Final bond
39.1 39.2	Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish a final bond of 5% of the amount of the contract inclusive of all taxes, to guarantee the complete execution of the works and presented in the form indicated in the Tender File

**Evaluation grid of Technical File for the construction of two blocks of breeder houses
at Bali poultry farm in Bali Sub Division, Mezam Division, North West Region**

General presentation of bids	
- Presence of all documents	yes/no
- Properly bind.....	yes/no
- Table of content!	yes/no
- Pages numbered	yes/no
- Separators in colour apart from white.....	yes/no
- Order prescribed respected.....	yes/no
- Clearness of the documents	yes/no
TOTAL 1	/7
a. The company references	
References of the company in civil construction or similar works for the past three years:	
-Minimum two (02) Contracts registered \geq 80 million (1 st and last page).....	yes/no
-Minimum two (02) reception PVs corresponding to the attached Contracts	yes/no
TOTAL 2	/2
b. Equipment	
- Proof of a concrete mixer in good operating condition.....	yes/no
- Proof of a vibrator in good operating condition	yes/no
- Proof of a vehicle (Pick up 4 x 4 or van) (Hired or owned)	yes/no
- Proof of a masonry tools kids	yes/no
- Proof of a carpentry tools kids	yes/no
- Proof of a electrical tools kids	yes/no
- Proof of a plumbing tools kids	yes/no
- Proof of a painting tools kids	yes/no
TOTAL 3	/8
c. Qualification of site personnel	
- Organizational Chart of the enterprise.....	yes/no
- Organizational Chart of site with comments	yes/no
Works Director: Civil Engineer	
- Diploma of work Director certified.....	yes/no
- Presentation of original diploma or certificate.....	yes/no
- CV signed and dated by works Director.....	yes/no
- Certified copy of valid national identity card.....	yes/no
- Professional experience of works Director at least five years.....	yes/no

Attestation of availability	yes/no
Site foreman: Senior Civil Engineering technician	
- Diploma of work Director certified.....	yes/no
- Presentation of original diploma or certificate.....	yes/no
- CV signed and dated by works Director.....	yes/no
- Certified copy of valid national identity card.....	yes/no
- Professional experience of works Director at least five years.....	yes/no
Attestation of availability	yes/no
Chief Builder: CAP or equivalent in masonry with at least 3 years	
- Certified copy of valid national identity card.....	yes/no
- Certified copy of diploma.....	yes/no
- Presentation of original diploma or certificate.....	yes/no
- CV signed and dated.....	yes/no
Chief Carpentry: CAP or equivalent in Carpentry with at least 3 years	
- Certified copy of valid national identity card.....	yes/no
- Certified copy of diploma.....	yes/no
- Presentation of original diploma or certificate.....	yes/no
- CV signed and dated.....	yes/no
Chief Electrician: CAP or equivalent in Electrician with at least 3 years	
- Certified copy of valid national identity card.....	yes/no
- Certified copy of diploma.....	yes/no
- Presentation of original diploma or certificate.....	yes/no
- CV signed and dated.....	yes/no
Chief Plumber: CAP or equivalent in Plumbing with at least 3 years	
- Certified copy of valid national identity card.....	yes/no
- Certified copy of diploma.....	yes/no
- Presentation of original diploma or certificate.....	yes/no
- CV signed and dated.....	yes/no
Chief Painter: CAP or Trade Certificate in Painting with at least 3 years	
- Certified copy of valid national identity card.....	yes/no
- Certified copy of diploma.....	yes/no
- Presentation of original diploma or certificate.....	yes/no
- CV signed and dated.....	yes/no
TOTAL 4	/32
The methodology of intervention and execution of work	
- Attestation of site Visit.....	yes/no
- Site Visit report	yes/no

- Detailed technical note on the organization and execution of works...	yes/no
- Coherence synchronized planning of execution of works.....	yes/no
- Coherence individual protection plan (IPP) within the building site.....	yes/no
- Coherence of the General Security and Safety Plan (GSSP) within the building site.....	yes/no
- Description of the socio - environment measures for the site protection..	yes/no
- Coherence in the methodology of execution of works	yes/no
- Coherence in the organization of the site.....	yes/no
- Plan of supply of construction materials and storages conditions	yes/no
- Detailed manpower deployment plan.....	yes/no
- Technical note on observations and recommendations.....	yes/no
- CCTP dully initialled on each page, signed and dated on the last page	yes/no
TOTAL 5	/13
e- Pre-financing	
Attestation of credibility shall be at least 75% of the bid price.....	yes/no
TOTAL	/1
TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6	/63

Any offer that shall not respect 75 of the above criteria shall simply be eliminated

**DOCUMENT No. 4: SPECIAL ADMINISTRATIVE
CONDITIONS
(SAC)**

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- Article 1 - Subject of the contract
- 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)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
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Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
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Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
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Chapter V: Miscellaneous provisions

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 and last: Entry into force of the contract

Chapter I: General

Article 1: Subject of contract

The subject of the contract must be in consonance with article 1 of the GAC relating to the scope of application.

The subject of this contract shall be the construction of two blocks of breeder houses at Bali poultry farm in Bali Sub Division, Mezam Division, North West Region.

Article 2: Contract award procedure

This contract shall be awarded following Open National Invitation to Tender No...../ONIT/CDENO/ITB/2019 of _____

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall **The Administrative Director of CDENO**
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.

Follow up
The authority in charge of the effective execution of the works: the Ministry in charge of Public Contracts.

- The Contract Engineer shall be **The Regional Delegate of Public Works North West**, hereinafter referred to as the Engineer.

X The Project Owner shall be: **The Administrative Director of CDENO**. He represents the beneficiary administration of the works.

- The Project Manager shall be: ~~The Administrative Director of CDENO~~.

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

- The Contract Engineer shall be: **The Regional Delegate of Public Works North West**.

- The Project Manager who carried out the preliminary studies: **The Administrative Director of CDENO**.

- *X* **The Regional control brigade** of the Regional Delegation of Public Contracts for North West will do unannounced controls for the good execution of the works of this Jobbing Order as per their attributions

- The contractor shall be _____.

3.2 Security

This contract may be used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be: **The Administrative Director of CDENO**
- The authority in charge of the clearance of expenditures shall be **The Administrative Director of CDENO**.

- The body or official in charge of payment shall be **Accountant CDENO**
- The official competent to furnish information within the context of execution of this contract shall be **The Administrative Director of CDENO**

3.3 Duties of the Control Mission, Project Manager

3.3.1 Missions: He ensures respect of the administrative, technical and financial conditions and contractual deadlines

Article 4: Language, applicable law and regulation

1.2 The language to be used shall be English and French.

1.3 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon 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:

- 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.
- 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

Article 6: General instruments in force

This contract shall be governed by the following general instruments:

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. 2001/048 of 23rd 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. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
8. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
9. Letter No. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;

10. 10. Circular No 001/C/MINFI of 28/12/2018 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2019 financial year;
11. Unified Technical Documents (DTU) for building works;
12. Applicable standards;
13. 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 Administrative Director of CDENO, chief town of the Region in which the work was done;
 - b) In the case where the Project Owner is the addressee:
Sir/Madam_____ The Administrative Director of CDENO 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 Manger with a copy to the Contract Manager.

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 Manager, 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 Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, 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 Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract 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 signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, 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 Contract Manager upon the proposal of 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)

The contract has one phase

At the end of the 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.

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *[to be specified]*.

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 Manager. 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 07 days to notify his opinion in writing with a copy sent to the Contract Manager. 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.

Chapter II: Financial conditions

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

11.1 Final bond

The final bond shall be set at 5 % of the amount of the contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager 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 % maximum 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 Project Owner upon request by the contractor.

11.3 Guarantee of start-off advance

It will be granted to the entrepreneur on express request and after justification on his/her part, an advance for starting of works according to Decree N° 2004/275 of the 24/09/2004 whose amount will be at most equal to twenty percent (20%) of the nominal amount of the Jobbing Order. This advance will be guaranteed at one hundred percent (100%) by a first rate banking establishment accepted by the Ministry in charge of Finance

Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)

The amount of this contract as indicated by the attached [*detail or estimates*] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of TSR and/or _____ CFA F
- 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 _____ bank.
- 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.

Article 14: Price variation (Article 20 of GAC)

13.1 Prices shall be firm.

- a. Payments on account made to the contractor as advances shall not be revisable.
- b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

13.2 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)

The prices on the unit price schedule are updatable by application of the following formula: Not applicable.

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

17.1 The percentage of works under State supervision shall be 2 % of the amount of 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:

- 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;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- 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;
- 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 unforeseens.

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

This contract is at *unit price*.

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

19.1 *If need be, each payment on account shall include a part corresponding to the supplies constituted in view of the works, on condition that the SAC provides for the conditions for their payment. The amount for the supplies is obtained by applying to the quantities to be taken into account the prices of the price schedule inserted in the contract, or from the sub-detail of prices relating to building materials, products or components of the construction to be done. Supplies having been the subject of payment on account cannot be taken away from the site without the written authorisation of the Contract Manager.*

19.2 *Supplies that have been the subject of payments on account and have not yet been installed must be the subject of a specific insurance, covering stocking against all damages, theft, etc. The insurance certificate should be produced with the draft monthly detailed account. Moreover it should be envisaged to make payments for stocked building materials only to a value of eighty per cent (80%) of the amount of the supplier's certified bill for these materials, if this specification features in the SAC.*

19.3 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

20.1 The Contracting Authority shall 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 30th of each month, the contractor and the Project Manager 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 (5th) 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:

- *[100-2.2 or 5.5 paid directly into the account of the contractor;*
- *2.2 or 5.5 % paid to the public treasury as AIR due by the contractor.*

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager 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 Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by account within a maximum deadline of 30 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. 2004/275 of 24 September 2004 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 (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th 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.

23.2 The 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:

- Late submission of final bond;
- Late submission of insurances;
- 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)

1. 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 *The contractor has one (01) month to forward the draft to the Project Manager, after the date of provisional acceptance of the works.*

After completion of the works and within a maximum time-limit of 30 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 Manager has one (01) month to notify the corrected and approved draft to the Project Manager.*

25.3 *The contractor has one (01) month to return the signed final detailed account.*

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

26.1 *The Contract Manager or the Project Manager has one (01) month 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 Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

- the final detailed account,
- the balance
- 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 one (01) month 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:

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
 - o 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 works

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

The works shall include especially: (position or volume of works)

KNOWLEDGE OF THE SITE AND GENERAL CONDITIONS OF WORKS

The entrepreneur shall visit the site at his/her expense to acquaint him/herself with the effective work to be done and make concrete performance proposals. He is expected to have visited and acquainted himself with the site of works and the surroundings so as to have adequate knowledge of all its features, the nature of works to be executed, the importance of materials to be supplied, and ways and means of access to the site, the necessary facilities, and also the following:

- The general conditions of execution of works and in particular the specific needs,
- The proper physical conditions of the work site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc),
- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table),
- The local conditions, particularly those of supplying and storage of the materials,
- The means of communication, transportation, and the supply of water and electricity,
- The possibility of sufficiently providing the qualified manpower,
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him,
- The possible presence of nearby enterprises also executing distinct contracts,
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

In conclusion, he must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices.

To this effect, he will not be able to take advantage of any mistake, omission or imprecisions contained in the clauses of the Jobbing Order Notebook.

He will regularize if the case arises, the damages without intervention of the administration.

The contractor shall be installed on the site by a Commission comprising of:

The Authorizing Officer or representative	Chairman
The Regional Delegate RDMINMAP/NW or Representative	Member
The Control Engineer or representative	Secretary
The Project Manager or representative	Member

Article 30: Role 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: **Five (05) months**.

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: Role 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 four (04) copies at the beginning of each quarter.

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 Project Manager.

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:

- *Liability insurance, business manager;*
- *Comprehensive insurance of the site;*
- *Insurance covering its ten-year obligation, where applicable.*

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

1. As soon as possible and not later than one (01) month after notification of the contract, the contractor should, if he is so required, submit after approval by the contract Manager, subject to the provisions of the SAC, a programme of execution of the works stating the sequences, methods and equipment which he intends to use and the execution calendar of temporary and permanent structures.

The contractor and the Project Manager must define the activities which the contractor can execute while waiting for the approval of his execution programme.

This programme should include the following documents:

- a) A detailed note on the envisaged process and methods with projections on employment of personnel and equipment by specifying the variations with time of the staff strength and equipment used. The list of equipment shall not be limited and may be notified as work progresses at the request of the Project Manager.

- b) A graphic schedule of the projections of the advancement of works which should highlight:
 - Tasks to be accomplished by each works section;
 - For each task, the date provide for completion, the duration of its execution and the margin of time available for its execution;
 - Those tasks which determine the execution time-limit (critical tasks) by stressing for them the means, particularly equipment, corresponding to the execution duration taken into account;
 - The time-limit for ordering and supply;
 - Supply thirty (30) days prior to the implementation, samples of all building materials to be used in the works in a locked premises.
 - c) A detailed schedule for maintaining traffic;
 - d) A note on the functioning of the laboratory (premises, equipment, personnel);
 - e) A not on geotechnical trials (means, investigative methods, programme)
 - f) A statement on the provisions relating to the preservation of the environment.
2. Except otherwise stipulated in the SAC, the contractor shall establish, according to the contract documents, the documents necessary for the realisation of the structures, such as the execution plans, drawings, calculations, detailed studies and quality control plan.

The contractor shall establish at his expense all the execution drafts and plans necessary for the execution of the works, be they the envisaged structures or with constructive measures proposed as variant by the contractor or non-envisaged structures whose realisation should be envisaged.

To this effect, the contractor shall on the spot take down all the necessary readings and shall remain responsible for all the consequences of all calculation errors. He must, according to the situation, establish, verify or complete the stability and resistance calculations linked to the means of execution.

If he discovers an error in the original documents furnished by the contract manager or the project manager, he must immediately make it known in writing to the former.

3. The execution plans or drawings must completely define, in conformity with the technical specifications featuring in the contract, forms of the structures, the quality of the building materials to be used, the nature of the adornments, the forms of the parts in all the elements and assembling, the armatures and their layout.

4. The contractor can start execution of a structure only after the approval of the contract manager or the project manager of the documents necessary for this execution, which approval shall release the contractor of his obligation of result and contractual responsibilities.

5. The SAC must expressly stipulate the time limit granted the contract manager or contract engineer to approve or reject the said documents.

6. In any case, the contractor must inform the Contract Manager in writing of the date of transmission of these documents to the Project Manager as well as the date of approval by the later.

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

a) Within a minimum deadline of thirty (30) 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 Manager after the endorsement of the Project Manager or Project 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:

- Either the indication "GOOD FOR EXECUTION";
- 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 Manager or the Project Manager 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 Manager or Project Manager 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 Project Manager. After approval of the execution schedule by the Contract Manager, 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 Manager or Project Manager 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 Manager or Project Manager* at most one month prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The *Contract Manager or Project Manager* has a deadline of fifteen (15) days to examine and make known his observations. The contractor then has a deadline of *eight 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 one month 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: *The contractor shall conform rigorously with the instructions of the project manager regarding signs on his site. The signs must be in conformity with the application regulations. Before nightfall, site installations and routes must be lighted by means of lights of enough luminous intensity as to provide security of land traffic.*

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 07 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 at most 30% of the initial amount of the contract and its additional clauses.

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 Manager has a deadline of 05 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 Project Manager or 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)

Subject to restrictions or prohibitions possibly stipulated in the SAC, the contractor must take under his responsibility, all the necessary precautions so that the use of explosives is not dangerous to the personnel and third parties and does not cause damage to neighbouring property and structures as well as to the structure forming the subject of the contracting.

Chapter IV: Acceptance

Article 42: Provisional acceptance (article 67 of the GAC)

Before the provisional acceptance, the contractor shall request in writing to the Project Owner with a copy to the Controlling Authority, the Engineer and Paying Body the organisation of a technical visit prior to the provisional acceptance.

42.1 Tests included in the operations prior to acceptance *[insert if applicable]*.

42.2 Possible ascertainment of the folding up of the site installations and the restitution of the site as was *[insert and modify if applicable]*;

42.3 The Acceptance Commission shall comprise the following members indicatively:

The contractor shall be installed on the site by a Commission comprising of:

The Authorizing Officer or representative	Chairman
The Regional Delegate RDMINMAP/NW or Representative	Member
The Control Engineer or representative	Secretary
The Project Manager or representative	Member
The contractor	Member

The contractor shall be convened to the acceptance by mail at least [10 days] prior to the acceptance. He is bound to attend (or be represented).
He takes part in the acceptance as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Acceptance Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed to provisional acceptance of the works if there is need.

The visit for provisional acceptance shall be the subject of minutes of provisional acceptance signed on the spot by all the members of the Commission.

The minutes of the provisional acceptance report shall specify or set the date of completion of the works.

Article 43: Documents to be furnished after execution (article 68 of the GAC)

43.1 *[Indicate the list of the documents to be furnished within a time-limit of 30 days after provisional acceptance].*

43.2 *[Indicate the amount to be retained on the caution in terms of penalty for non supply].*

Article 44: Guarantee period (article 70 of the GAC)

The guarantee period shall be *one year* to run from the date of the provisional acceptance of the works.

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

45.1 Final acceptance shall take place within a maximum deadline of *[fifteen (15) days]* from the date of expiry of the guarantee.

45.2 The Project Manager shall be member of the commission.

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

Chapter V: Sundry provisions

Article 46: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Decree No. 2018/366 of 20/06/2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- 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;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non payment for services.

Article 47: 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:

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

Article 48: 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 of decree N° 2018/366 of 20/06/2018

Article 49: 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 Manager.

Article 50 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.

Document No. 5:
Special Technical Conditions (STC)

1 TECHNICAL SPECIFICATIONS

1.1 GENERALITIES

This descriptive notes and technical specifications are drawn up for the purpose of **CONSTRUCTION OF A BLOCK OF BREEDER HOUSE AT BALI PAULTRY FARM IN BALI SUB DIVISION**. This handbook is for those to execute, supervise and the client, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve the highly desired goal. Building materials to be used are those that are generally permitted in the construction industry in Cameroon and only qualified technicians must be employed to transform same into the structure clearly shown on the working drawings. The structural, functional and aesthetical value of these buildings depends very much on the professional manipulation of chosen materials.

The contractor or builders charged with the execution of this project must carefully study the working drawings, visit the site and bring up points not understood to the Architect or the control Engineer or the site supervisor (as may be necessary) for clarification before making shop drawings and implementation at all stages of the realization of the project.

The contractor shall proceed with a careful study of the project, and as the need arises, make observations and suggestions; and receive feedback from the Architect before continuing with work. All supplementary tasks must be verified and signed by the supervisor after obtaining the consent of the Architect on the technical aspects and the Project owner if such tasks have financial incidence on the total cost of the project. Careful structural studies must be done to determine characteristics of the soil, hence the depth and type of foundation necessary to safely bear and transmit both the dead and live loads of buildings.

1.2 PRELIMINARY WORKS

1.2.1 Building Site Installations

The contractor shall demolish the existing structure; conserve re-usable materials as shall be recommended by the Architect or the control Engineer. He shall clear the site of all debris and set up temporary structures and facilities needed to execute the works, such as:

- Offices of the Contractor equipped with tables, chairs and lock-up cupboards.
- Building site toilet facility(as necessary)
- Storage for building materials, etc.

1.2.2 Connection to Utility Networks

Water:

Connect to the CDE water supply network, where possible, or any other solution acceptable to the supervisor, if the CDE network is not available. The Contractor shall be responsible for the constant supply of sufficient water to the project site. He shall not, under any circumstance, use the excuse that those supplying him with water or that CDE have failed in their assignment to justify delays in the execution of the contract. The water used must be of an acceptable quality for the works.

1.2.3 Sanitation

The contractor shall ensure the availability and use of toilet facilities at the work site for his workers and those providing ancillary services on the site.

1.3 WORKS TO BE EXECUTED

1.3.1 Earth Works

Demolition, clearance of debris and trench excavation works shall be done manually and /or mechanically with due care taken not to cause damage to adjoining property. Trenches large enough for workers to operate in shall be dug to receive pad foundation and appropriately located footings for pillars which shall be linked by ground beams. These operations shall be done under the close supervision of the control Engineer.

The foundation width and depth will be done strictly to the detailed structural drawings and calculation table specifically prepared for that purpose.

1.3.2 Blinding Concrete.

A 5cm thick lean concrete mix of 150kg/m³ (cpj 325) shall be laid under pad foundations and pillar footings.

1.3.3 Mass Concrete

The ground floors and outdoor pavements of this building shall be of mass concrete dosed at 300kg/m³ in conformity with the rules and regulations regarding pavements, and with finishes as required by the design.

1.3.4 Reinforced concrete

The skeleton (framework) of this building consists of R.C beams and pillars, which must be cast in-situ and in accordance with the rules of CP 110 and batching done according to trial batches or Dreux method, by weight and or volume, closely supervised by the Engineer in charge. Mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. Reinforced concrete for pillars, beams, lintels, ribs to upper floors, and the ring beam shall be dosed at 350kg/m³.

Based on the structural analysis to be done by a qualified structural Engineer, the magnitude of the dead and live loads shall be determined to permit a safe structural design of the buildings.

The ground floors shall receive 10cm thick mass concrete dosed at 300kg/m³, laid on a layer of hardcore the thickness of which shall be determined and approved by the control Engineer.

The coarse aggregates shall be of class 15/25 and free from organic impurities and any substances that may adversely affect the strength and workability of the concrete. Cast concrete shall be cured as required by the art to permit it achieve maximum strength.

1.3.5 Reception for Reinforcements

Before concrete is cast, the Contractor must inform the supervisor that work has been completed in the assembling of reinforcements so that they can be approved. The Control Engineer shall indicate "Good for concreting" on the building site log, after reception, thereby authorizing the Contractor to proceed.

1.3.6 Formwork

All foundation concrete structures shall be made inside ordinary concrete forms, unless otherwise specified by the supervisor and should meet the following requirements:

- a) If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly jointed. The maximum space between the joints should be 2 mm. The maximum difference in level between two jointed planks should be 3 mm.
- b) If the ordinary form is made with fibreboard or plywood, the sides must be properly jointed and be at the same level. The tolerated space between joints should be same as those between sawn timbers.
- c) Formwork for Reservations or recesses
Recesses intended for masonry fittings or other uses should be made using appropriate forms. Such forms should be put together in such a way that their parts can be removed without damage to the structure.

Pre-casting Preparations

- a) *Cleanliness of forms*
The form must be free from hydrocarbon products such as grease, etc or rust. If there are any stains, these must be thoroughly cleaned up.
- b) *Cleaning*
Before concreting, the concrete boxes must be carefully cleaned to remove all dust and debris. Compressed air should be used to finish the cleaning.
- c) *Watering*

Timber forms must be sufficiently watered before concreting. They should be watered several times to make the wood as wet as possible, causing it to swell and close any gaps in the joint.

The wet surfaces must not, however, be dripping with water. Excess water shall be blown out using compressed air.

d) Coating with oil

The following shall be oiled before concreting:

- Worked moulds of plywood or fibreboard and all moulds for fine dressing
- Excess oil in the moulds must be drained before concreting. The oils used should be special stripping oils.
- The oil used must not touch the reinforcement rods.

- *Maintenance*

If the moulds are to be used more than once they should be properly cleaned, and if necessary, repaired before reuse.

- *Safety of Workers and Others on site*

Nails and bolts should immediately be removed from used forms if they are to be used again. Otherwise, the forms should be burnt immediately or stored at a distance from the building site, in a place that is not accessible to the public. Stability/firmness of formwork should be assured.

1.3.7 Constituent Materials of Reinforced Concrete

- **Crushed Aggregate**

All crushed aggregate on the building site should be stored in the compartments intended for this purpose. The only aggregates authorized on the building site are the following:

- Crushed 0/5 gravel (river sand)
- Crushed 5/15 fine gravel
- Crushed 15/25 coarse gravel
- Natural or crushed sand 0/5 (the quantity retained on a 5 mm sieve must be less than 10 %).

Crushed aggregate supplied to the site shall be subject to prior approval of the supervisor. The latter must approve the origin of the aggregate. The aggregate should come from rivers, quarries or crushed stable igneous rocks, free impurities, organic matter, dust, mud and clay; and should not stick to grip.

With respect to particle distribution, the following shall apply:

- **Sand (Fine Aggregate)**

Sand shall have the characteristics specified in the tables of approved tests. Sand must be fine, clean, hard, and sharp and must not stick to

the hand. It must be free of any soil or limestone, clay, debris and organic particles.

It should (if need be) be sieved and washed. The sand must come from approved quarries or from rivers. It must not contain more than 5% weight of grit passing through a sieve with 900 meshes per cm² and must not contain particles, whose biggest dimensions exceed the following limits:

- For mortar 0/2 mm
- For reinforced concrete 0/5 mm
- For mass concrete 10/5 mm
-

Cleanliness: The sand must have sand equivalent (SE) higher than 75.

• **Cement**

Cement shall be true Portland of standard brand and manufacture, i.e. CPA 45 or CPJ 35 type or equivalent.

The cement used should be artificial Portland cement 215.325 P.15.302 Standard. It should be supplied to the building site in six ply paper bags. Any humid cement shall be rejected and immediately removed from the building site.

The Contractor must inform the supervisor that he has received his supplies for immediate inspection and approval.

Random samples could be taken from each lot and tested in an approved laboratory using the AFNOR P.15.301 Standard, at the contractor's expense.

Those that do not meet the standards must be removed from the stock and taken away from the building site.

The bags must be in good shape, at the time they reach the site, and should be stored in a covered and completely dry place, and on a raised plank surface that is at least 20 cm above the ground.

1.3.8 Reinforcements

All reinforcing bars or mesh must comply with BAEL 91 specifications. Iron rods must have French AFNOR 35.001 standard characteristics or similar. All reinforcing bars used in the building project must be of the Fe E240 grade for smooth bars and the Fe E400 grade for high bond rods. The rods must be cut with shears.

The rod should be bent cold, either manually or mechanically. Hot bending may be allowed for high adhesive rods of a diameter equal to or larger than 32 mm, on condition that a control apparatus is used to avoid overheating, and upon the approval of the Control Engineer.

The diameter of the tube benders used for bending must comply with BAEL 91 rules and approval records. Anchor tabs shall be normal 45-degree elbows at



right angle or double knee anchoring. The metal used shall be clean and free from calamine. Bars with defects such as blisters, cracks or hairlines that can affect tensile strength shall be rejected.

Concrete reinforcements shall be assembled to the exact dimensions indicated in the drawings provided by the structural Engineer or the Contractor.

Reinforcements must be assembled in the workshop at the building site. They should never be assembled inside the form box if the check boards have already been put in place.

The space between the walls of the formwork and reinforcements should be at least 2.3 cm for elevation concrete and 4 cm for foundation concrete. These spaces should be obtained using prefabricated concrete or plastic shims or spacers, whose dimension should match the results to be obtained.

The concrete shims should have wires to be used in tying them to the reinforcements. There should be enough shims and mounting bars to prevent the reinforcements from being deformed during handling and concreting.

If there are any doubts as to the quality of the iron rods supplied to the project site, the control Engineer or site supervisor shall request for tensile strength tests on the samples taken from the batch. Such tests shall be done at the contractor's expense. The tests shall be carried out by a competent and approved body.

For floor ribs, all measures shall be taken to keep the bars raised and properly positioned around the supports. Enough vertical stirrups should be used to prevent any deformation. All overlaps should comply with BAEL 91 prescriptions.

Frames with traces of non-adhesive rust should be thoroughly brushed off before being placed in the forms. The reinforcing bars, whether assembled or not, should be stored on boards and not on bare ground.

The iron rods used must be supplied by a reputable and approved manufacturer with guaranteed and stamped production quality. The 6 mm diameter iron rods could be used for circles with diameters of 200: Ø. The iron rods supplied must be at least 11 m long.

1.3.9 Placing concrete

The concrete should be placed before its initial setting time, and never after it has contained its water content for more than thirty minutes; storing it in containers for subsequent use after adding water is strictly prohibited. All concrete pouring shall be accompanied by thorough vibration using a mechanical (hand) vibrator.

All reinforcing bars shall be placed in such a way that concrete can be poured from the top of the structure in question. The Contractor shall take all measures to trim and position the reinforcing bars to prevent them from being jabbed or displaced during concreting. He should also add braces (sleeves, tubes, pipes, angle blocks, pre-frames, etc) to keep the structures firmly set up.

Concrete should be transported from the place where it is mixed to the place of use in concrete buckets, wheelbarrows or head pans.

Before concreting construction joints, the surface of the old concrete must be thoroughly cleaned of any particles using compressed air, and repeatedly to reveal gravels, thus eliminating deposits of dirt; this surface should then be washed and scrubbed with an iron brush and thoroughly soaked. If necessary, admixtures for construction joints can be used, but these must comply with producers' instructions.

The formwork should never be removed earlier than 21 to 28 days, time to allow the concrete acquired its maximum strength.

1.4 MASONRY

The foundation walls shall be done either in igneous (black stones) rocks either shaped or not as the need may be or hollow sandcrete foundation blocks of 20x20x40cm filled with concrete mixed at 150kg/m³ using cement mortar dosed at 350/m³. The walls shall be erected with hollow sandcrete blocks of 15x20x40cm as shown on the working drawings using cement mortar dosed at 350/m³.

1.5 PLASTERING

The bearing surface shall be cleaned, free from any trace of dust or products resulting from the removal of the formwork. Two base coats of plaster, respectively 1.5cm thick and a finished coat of 0.5cm thick shall be applied on the walls using cement mortar dosed at 400kg/m³.

1.6 CARPENTRY AND JOINERY

Timber shall be obtained locally. It shall be well seasoned to at most 20% moisture content and shall be free from shakes, defects, insect attacks and dry rot. All door frames shall be made with hardwood. Roofing timber shall be recommended sections of mature eucalyptus well sawn and trimmed to sizes.

1.7 OPENINGS

1.7.1 Metallic Doors

All the doors and windows shall be of high quality glass and metal (aluminium) properly finished and in conformity with the dimensions on the working drawings. They shall be the subject of approval of the control Engineer on the site before fitting is carried out.

1.8 PAINTING

The contractor must carefully examine the surface to be painted before work starts. The external wall surfaces shall be done in advancing hues while the internal surfaces shall be done in receding hues. Color pigments, lighting systems and their intensities shall be chosen such as to enhance the illumination of the spaces. The first or primary coat shall be done in weak glue (white wash) and shall be applied to receive the final or finishing coat.

Internal surface shall be done in pantex type 800 whereas pantex 1300 shall be used on external walls. Paints shall be in water and oil base for walls, ceilings, frames etc.

Metallic surfaces shall be carefully brushed and washed before applying oil paint.

1.9 ROOF COVERING

All the timber for the roof truss shall be mature well seasoned eucalyptus, and shall be of straight grains, without defects and treated against insects attack with carbonyl. Most of the roof truss shall be triangular. The rafters shall be of 2"x6" (5x15cm) and the purlins 2"x4" (5x8cm.) Oblique, horizontal and vertical wind braces shall be done to secure the truss from possible up heave due to wind pressures. The roof shall be tied to the building by diameter 6mm extended reinforcement bars. The roof slope, fall direction etc. is chosen in accordance with the manufacturers (AUBAC) specification, atmospheric conditions aesthetic and longevity. The sheathing shall be 6/10 semi-circular corrugated three (3) m long aluminium sheets. They shall be screwed or nailed to the purlins by carefully chosen qualified and skillful technicians under the close supervision of the Architect. The fascia boards shall be of metal sheets with a finish hue to be determined by the Architect in close collaboration with the client.

1.10 CEILING

The ceiling shall be executed with 4mm hard (red) plywood fixed on solidly nailed preserved noggins and painted as mentioned above.

1.11 ELECTRICITY

- Cable sleeves: They shall consist of orange insulation tubes, diameter of 16mm embedded into the block work.
- Cable: They shall be of 2.5 mm² (of type TH) single shall be run inside 11mm plastic coNWAit pipes for power outlets and switches that shall be embedded in walls. As a general rule, the following sections shall be taken, that is, 1.5 mm² for lighting circuits and 2.5 mm² for outlet circuits.
- Lighting equipment: It will consist of) fluorescent lamps of 1.20m or modern energy saving light bulbs, fitted inside each of the business, living or circulation spaces and at the rear ends of the buildings to act as security lamps. Model of good lamps shall be Philip, Mazda, Turbo, etc.
- Switches: A two way two gang fuse box has to be provided at the supply inlet for connection to the necessary network. A master's switch shall be

put above the main black board to control the sockets. The two building shall be separately and properly earthed.

NB: Generally, electrical installations should be carried out in conformity with the rules and regulations of ENEO

1.12 Mitigating the risks on the environment

These standard clauses constitute the Environmental Regulations relating to the construction works to be carried out in the realization of this project.

The contractor selected to execute the works shall have to implement not only measures aimed at mitigating the socio-environmental impacts of the projects but also environmental and social clauses outlined below. It should be stressed that these clauses apply to all types of projects, the main contractor as well as all sub-contractors or dealers.

These measures include:

- A reduction in the raising of dust particles at the work site in order to protect the health of the beneficiary population and site workers, by regular watering of the site, or the adoption of an appropriate calendar;
- A Reduction in sound (noise) effects due to the movements of the equipment and machines within the construction site;
- Non obstruction of the existing natural drainage ways, or the deposit of waste in the stream channels;
- Putting in place of a management plan for oils, fuel, lubricants and other dangerous products during construction and running of the project. This plan will have to include the recuperation of the above mentioned products and their transfer to specialized companies for treatment;
- Automatic stop of works in the event of discovery of an archaeological or historical artefact, and to report immediately to the local services of the Ministry of Culture;
- Prohibition to transport or drive out game, hunting and non timber forest products by the personnel working on the site;
- Put at the disposal of the personnel working on the site adequate equipment for potable water and use of domestic water;
- Priority for recruitment of local labour, as well as the use of local materials;
- Putting of warning Signs (sign boards) at building site during and after work; putting speed limits warning signs as well in order to promote the safety and health of the resident population and of site workers;
- The wearing of appropriate equipment & attire (e.g work clothes) by site workers.
- Restoring (*putting back to its original nature*) gradually the installations on building site at the end of works;
- Organizing information and sensitization campaigns for site workers and the beneficiary populations, on health risks, risks of accidents, and on the impacts of poaching.

According to the various phases of the work, under the control of contracting authority-The Fon of Lewoh assisted by the local representatives of the MINTP, the provisions here-in will have to be considered or implemented by the contractor.

1.12.1 Starting of works and sensitization of stakeholders

Before the effective start of execution of the works, the company or enterprise must prepare an environmental action plan specifying all the environmental measures to be implemented, as well as rules of procedures mentioning in a specific way the safety requirements and in particular, the wearing of appropriate equipment (work clothes) and speed limit warning signs. Furthermore, these internal rules and regulations will have to prescribe the prohibition of alcohol consumption during working hours, to transport or hunt game, to abusively use wood for fuel, as well as the sensitization of the personnel on the dangers of the STI/SIDA, the respect of the customs and habits of the people of Bamenda Town. These rules must be pasted at visible locations within the construction site. On the other hand, an information and sensitization campaign of the personnel and residents will have thus to be organized beforehand and their attention drawn to all these aspects, including the calendar of execution and the employment opportunities. This sensitization campaign will have to continue during the execution phase of the works.

1.12.2 Setting up a building site

a) Localization

The importance of setting up a site is determined by the volume and the nature of works to be realized, the number of workmen or labourers, the number and the type of machines. The plan of setting up a building site will have to take into account management and protection measures.

b) Equipment

The area for the office and housing for personnel (if necessary) on the site must be equipped with sanitary facilities (latrines, septic tanks, absorbing wells, wash-hand basins and showers) in accordance with the work force. The water tanks (reservoir) shall be installed and the quantity of water must be adequate to the need. Adequate drainage shall be provided to the installations.

c) Management of solid waste and liquids

Receptacles (*containers*) to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and the waste deposited in a garbage can for recuperation by the Council or in a dump pit. At the end of work the pit is to be filled (restored) with soil up to the level of the original soil.

1.12.3 Recruitment of the site workers, health and safety

The contractor shall make use (in the most part) of the local labour force except for skilled labour, when not locally available then shall labour be brought from outside of Bamenda town.

Apart from the training and information for the personnel on the aspects mentioned above (point 1), the contractor must provide his workmen with the adequate safety equipment, in conformity with the assigned duties – masks to protect against dust particles, anti-noise helmet, safety shoes, boots, gloves, goggles etc.

During the works, mobile and fixed signs or notices shall be put installed at strategic locations to ensure the safety of staff and the resident population. The company or enterprise shall carry out routine watering of the site in order to limit air-borne dust particles. He shall also take care to limit the speed of the various vehicles and machines to at most 40 Km/h. In the same way, he shall ensure that all the temporary deviations are identified in collaboration with the resident population, and that they do not affect the sensitive zones.

1.12.4

b) Bringing back the site to initial or original state (Restoration of the site) & withdrawal from the site

At the end of the works, the site shall be restored to its initial or original state. In this regard, installations not necessary thereafter shall have to be taken off the site:

- The levelling of the site and in particular, the top soil in order to facilitate the infiltration of water, re-planting of grasses and trees as the case may be,
- Restoration of the natural flows,
- Removal of the dilapidated aspects of the site,
- Filling up (either through re-filling) of pits in order to avoid the erosion of the degraded soil,
- Restoration of the pit and recuperation of surface waters and conservation of the slope, etc.

The contractor shall remove all his materials & machines. He is not supposed to abandon any equipment nor materials on the site, or the surroundings, without prior consent of the controller. Restoration of the site includes all the deviations and contours (e.g. foot paths etc) set up during the works.

1.12.5 Management of water Resources

The contractor will have to avoid any conflict which can result from either the use of water resources or damage to the latter.

1.12.6 Compensation for the damages caused to third parties

It can happen that the company hurts an individual in a deliberate or accidental manner (destruction of plants, habitat, etc). If this wrong is not taken into account by the project owner, it shall be absorbed by the contractor to the satisfaction of the injured party. On the other hand, he shall issue a certificate of compensation to the beneficiary, to avoid any subsequent complaints.

1.12.7 SITE SECURITY

For the administration of the first medical care in case of any accident on the site, we will have a pharmacy box (first aid) on the site.

The site facilities that are compliant to norms of security will be distributed to workers (like helmets, gloves, boots etc) arrangements will be made to maintain good circulation at all time on the site. All underlying of materials will be kept in places that will help to prevent falling from a height while working. Two guards shall be employed to take guard of the site during and after work hours THUS:

- To sensitise works on the danger of electricity
- Two night watchmen shall be employed to take guard on the site after working hours.
- A day watch shall be employed to guard the site during working hours.
- Sign post shall also be prepared and mounted at entrances to indicate that work is underway. They shall contain information as indicated in the CCT.

We shall do everything possible to ensure that traffic is not obstructed by providing deviations and in places where this is inevitable; we will seek the opinion of the local Authorities for the traffic obstruction or a given period.



1.12.8 SECURITY OF PERSONNEL AND SITE

PROTECTION FO PERSONNEL:

Personnel on site shall be protected from accidents through;

- Vigorous respect of construction norms on the site
- The provision of Helmets
- The provision of steel cap shoes
- The provision of rain coats
- The provision of gloves for those doing concreting and metal works
- Keeping of underlying materials like off cuts in place
- Scaffoldings will be well fixed to avoid failing form a height.
- The provision standby vehicle shall be on site to evacuate workers to a nearby hospital in case of accident
- Provision of sign post to indicate that work is underway.
- Educating of workers about the dangers of HIV AIDS and means of prevention.

1.12.9 SANITATION AT SITE

Our enterprise will put and implement sanitation by improving cleanliness in and around the project site by observing the following.

1. Dig a pit toilet for the workers to be using when at work so that they will not be littering the site and making it uncomfortable for people as well as well as the neighborhood.
2. To always have health educational talks with the workers and also teaching them from what they need to do in order to avoid cholera and other diseases.
3. To connect a good potable water as for the workers to be drinking.



4. To always keep the project site clean and free from standing water that can lead to mosquito bids
5. Paste notices of warning to those dirtying the site.

All the sanitary measure that this enterprise will do will be of great help to the workers.

Document No. 6: Schedule of unit prices

**UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF TWO BLOCKS OF BREEDER HOUSES
AT BALI POULTRY FARM IN BALI SUB DIVISION, MEZAM DIVISION, NORTH WEST REGION**

N°	DESCRIPTION	Unit	Quantity	Unit P. F.	IN WORDS
<i>Lot N° 100</i>	SITE INSTALLATION				
101	Site installation	ls	1		
	S/Total lot 100				
<i>Lot N° 200</i>	PRELIMINARY WORKS				
201	leveling of the site	m2	630		
202	Setting out	FF	1		
	S/Total lot 200				
<i>Lot N° 300</i>	FOUNDATION				
301	Foundation trenches	m ³	41.76		
302	Backfilling and compaction	m ³	27.84		
303	Lean concrete , dosage 150kg/m3 5cm thick	m ³	1.16		
304	Frog filled foundation block 20x20x40	m ²	69.6		
305	Reinforced concrete, dosage 350kg/m3 for footings, dwarf columns, ground beam	m ³	8.99		
306	Mass concrete floor of thickness 8cm,dosage of 200kg/m3	m ²	360		
	S/Total lot 300				
<i>Lot N° 400</i>	ERECTION OF WALLS				
401	Sand-screed blocks of (15x20x40)cm	m ²	226.4		
402	Building of the gable ends	m2	17.48		
403	Plastering	m ²	394.96		
404	Reinforced concrete, dosage 350kg/m3 for lintels,columns, tie beams	m ³	16.06		
405	Sand cement screed on floors only in the two rooms	m ²	45		
	S/Total lot 400				
<i>Lot N° 500</i>	Carpentry and Roofing works				
501	Rafters (double) of 3X15 cm	m3	3.25		
502	Purlins (3x8cm) for roofing and fascia board framing	m ³	1.36		
503	Ceiling (4mm) including noggings (5x5cm minimum) at the external veranda with tole lisse	m ²	78.4		
504	Fascia board 3x30cm plained	ml	104.4		
505	Zinc cover for fascia board	ml	104.4		
506	Roofing sheets (Tôles bac alu 5/10è)	m ²	503.36		
507	Top Ridging sheets	ml	41.8		
508	Corner ridging	ml	10		
	S/Total lot 500				
<i>Lot N° 600</i>	METALLIC WORKS				

★

601	Iron door complete of 90x220	unit	2		
602	Angle bar at the nosing of the veranda	ml	41.6		
603	MetALLIC grill with smooth rod 10mm	m2	129.6		
	S/Total lot 600				
Lot N° 700	WOOD WORKS				
602	Wooden door complete of 80x220	unit	2		
	S/Total lot 700				
Lot N° 800	ELECTRICITY				
801	Earthing of the building	FF	1		
802	Piping and fitting of cups	FF	1		
803	Flexible orange tubes	roll	3		
804	Cables V.G.V of 1,5 mm2 in the ceiling	roll	2		
805	Cables TH of 2,5mm2	roll	2		
807	Round bulbs of 60 watts	unit	36		
809	Switches	unit	7		
810	Suckets embedded in the walls	unit	2		
813	Genral connection, junction boxes, all task necessary for asecurity connections, cnnnection to the existing network in that institution	ls	1		
	S/Total lot 800				
Lot N° 900	PAINTING				
901	White wash	m²	394.96		
902	External wall with pantex 1300	m²	138.236		
903	Internal wall with pantex 800	m²	256.724		
904	Wooden and metallic members with oil paint	m²	129.6		
	S/Total 1000				
Lot N° 1000	DRAINAGE				
1001	Concreting of the surroundings	m²	83.52		
1002	Gutters 30x30, concreting of the base and screeding	ml	104.4		
	S/Total 1100				

Document No. 7:
Bill of quantities and estimates

**BILLS OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF A
BLOCK OF BREEDER HOUSE AT BALI PAULTRY FARM IN BALI SUB DIVISION**

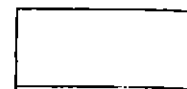
N°	DESCRIPTION	Unit	Quantity	Unit Price	Total Cost
<i>Lot N° 100</i>	SITE INSTALLATION				
101	Site installation	ls	1		
	S/Total lot 100				
<i>Lot N° 200</i>	PRELIMINARY WORKS				
201	leveling of the site	m2	630		
202	Setting out	FF	1		
	S/Total lot 200				
<i>Lot N° 300</i>	FOUNDATION				
301	Foundation trenches	m ³	41.76		
302	Backfilling and compaction	m ³	27.84		
303	Lean concrete, dosage 150kg/m3 5cm thick	m ³	1.16		
304	Frog filled foundation block 20x20x40	m ²	69.6		
305	Reinforced concrete, dosage 350kg/m3 for footings, dwarf columns, ground beam	m ³	8.99		
306	Mass concrete floor of thickness 8cm, dosage of 200kg/m3	m ²	360		
	S/Total lot 300				
<i>Lot N° 400</i>	ERECTION OF WALLS				
401	Sand-screed blocks of (15x20x40)cm	m ²	226.4		
402	Building of the gable ends	m2	17.48		
403	Plastering	m ²	394.96		
404	Reinforced concrete, dosage 350kg/m3 for lintels, columns, tie beams	m ³	16.06		
405	Sand cement screed on floors only in the two rooms	m ²	45		
	S/Total lot 400				
<i>Lot N° 500</i>	Carpentry and Roofing works				
501	Rafters (double) of 3X15 cm	m3	3.25		
502	Purlins (3x8cm) for roofing and fascia board framing	m ³	1.36		
503	Ceiling (4mm) including noggings (5x5cm minimum) at the external veranda with toile lisse	m ²	78.4		
504	Fascia board 3x30cm plained	ml	104.4		
505	Zinc cover for fascia board	ml	104.4		
506	Roofing sheets (Tôles bac alu 5/10è)	m ²	503.36		
507	Top Ridging sheets	ml	41.8		
508	Corner ridging	ml	10		
	S/Total lot 500				
<i>Lot N° 600</i>	METALLIC WORKS				

★

601	Iron door complete of 90x220	unit	2		
602	Angle bar at the nosing of the veranda	ml	41.6		
603	MetALLIC grill with smooth rod 10mm	m2	129.6		
	S/Total lot 600				
Lot N° 700	WOOD WORKS				
602	Wooden door complete of 80x220	unit	2		
	S/Total lot 700				
Lot N° 800	ELECTRICITY				
801	Earthing of the building	FF	1		
802	Piping and fitting of cups	FF	1		
803	Flexible orange tubes	roll	3		
804	Cables V.G.V of 1,5 mm2 in the ceiling	roll	2		
805	Cables TH of 2,5mm2	roll	2		
807	Round bulbs of 60 watts	unit	36		
809	Switches	unit	7		
810	Suckets embedded in the walls	unit	2		
813	Genral connection, junction boxes, all task necessarily for asecurty connections, connection to the existing network in that institution	ls	1		
	S/Total lot 800				
Lot N° 900	PAINTING				
901	White wash	m²	394.96		
902	External wall with pantex 1300	m²	138.236		
903	Internal wall with pantex 800	m²	256.724		
904	Wooden and metallic members with oil paint	m²	129.6		
	S/Total 1000				
Lot N° 1000	DRAINAGE				
1001	Concreting of the surroundings	m²	83.52		
1002	Gutters 30x30, concreting of the base and screeding	ml	104.4		
	S/Total 1100				
TOTAL AMOUNT WITHOUT TAXES					
TVA (19,25%)					
TOTAL AMOUNT WITH TAXES					

This estimates in closed at the sum of:

FOR TWO BLOCK



Document No. 8:
Schedule of sub-detail of prices

FRAMEWORK OF SUB-DETAIL OF PRICES

SUB-DETAIL PRICES						
DESIGNATION :						
No	DAILY OUT PUT		TOTAL QUANTITY	UNIT		DURATION OF ACTIVITY
	CATEGORY	No	DAILY WAGE	DAYS UP	BREAK	AMOUNT
WORKMAN SHIP						
TOTAL A						
EQUIPMENT/MACHINES	TYPE	No	DAILY RATE	DAYS UP	BREAK	AMOUNT
TOTAL B						
MATERIAL AND MISCELLANEOUS		UNIT	UNIT COST	QUANTITY	AMOUNT	
TOTAL C						
D	DIRECT TOTAL COST A+B+C					
E	GENERAL SITE EXPENSES			Dx%		
F	GENERAL OFFICE EXPENSES			Dx%		
G	NET COST			D+E+F		
H	RISK + BENEFITS			Gx%		
P	TOTAL COST (HT)			G+H		
V	UNIT COST (HT)			P/Q'TY		

Document No. 9: Model contract

JOBGING ORDER No _____ **JO/CDENO/ITB/2019 OF** _____

Awarded after *invitation* to tender No...../ONIT/CDENO/ITB/2019 of _____

Project Owner: THE ADMINISTRATIVE DIRECTOR OF CDENO

HOLDER: _____

P.O. Box _____, Tel: _____ Fax: _____

Business Registry No. _____ at
Taxpayer's No. _____

SUBJECT : *Execution of* _____ *works;*

PLACE : Region _____

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : *[indicate the source of financing]*

BUDGET HEAD : *[to be completed]*

SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

Between:

The Government of the Republic of Cameroon, represented by _____
hereinafter referred to the "Contracting Authority"

On the one hand,

And

_____(enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the
"Contractor"

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of Jobbing Order N°. _____ JO/CDENO/ITB/2019 No _____
Awarded after Open National Invitation to tender No...../ONIT/CDENO/ITB/2019 OF
_____ FOR THE CONSTRUCTION OF TWO BLOCKS OF BREEDER HOUSES AT BALI
POULTRY FARM IN BALI SUB DIVISION, MEZAM DIVISION, NORTH WEST REGION

With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (_____) months

Amount of contract in CFA F:

IAT	
EVAT	
VAT (
AIR (1.1 or 1.65 %)	
Net to be paid	

Read and accepted by the contractor

(place of signature) _____ (date)

Signature _____
"Contracting Authority"

(place of signature) _____ (date)

Registration

(place)..... (date)

**Document No. 10:
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: Framework of schedule

Annex No. 1: Model tender

I, the undersigned _____ [indicate the name and capacity of signatory]

Representing the _____ company or enterprise or group with head office at _____ registered in the trade register of _____ under the number No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addendum (addenda): the invitation to tender [recall the subject of the invitation to tender]

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____ [in figures and words] CFA francs exclusive of VAT and at _____ CFA francs Inclusive of all Taxes. [In figures and words].
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my bid for 90 days from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Project Owner shall pay the sums due for this contract by crediting account No..... opened in.....Bank.....Branch

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 of.....duly authorised to sign the bids 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:

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract;

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, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Contractor has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of _____ *[in figures and words]*.

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 _____
[in figures and letters] corresponding to *[percentage below 10 % to be specified]* of the contract
price.

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]

Document No. 11: Preliminary studies

Annex No. 7: Justification of preliminary studies

Document No. 12:
List of banking establishments and
financial bodies authorised to issue
bonds for public contracts

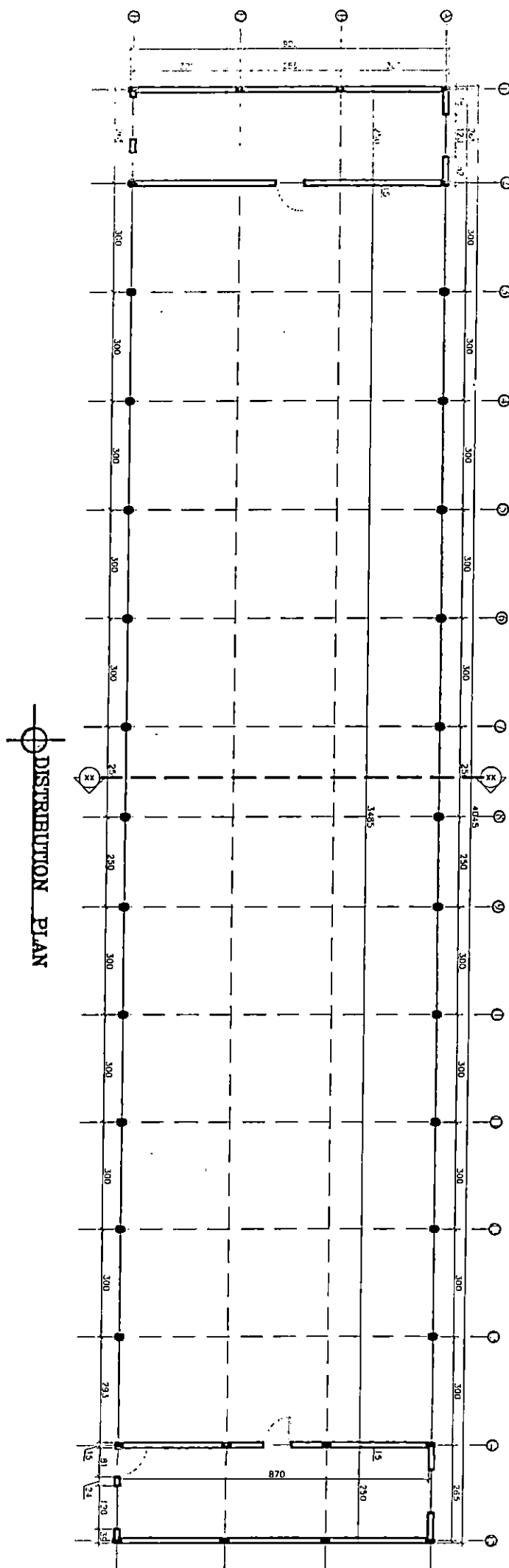
I- BANKS

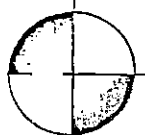
1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit
5. CITI Bank
6. Commercial Bank of Cameroon
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun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

I- Compagnies d'assurances

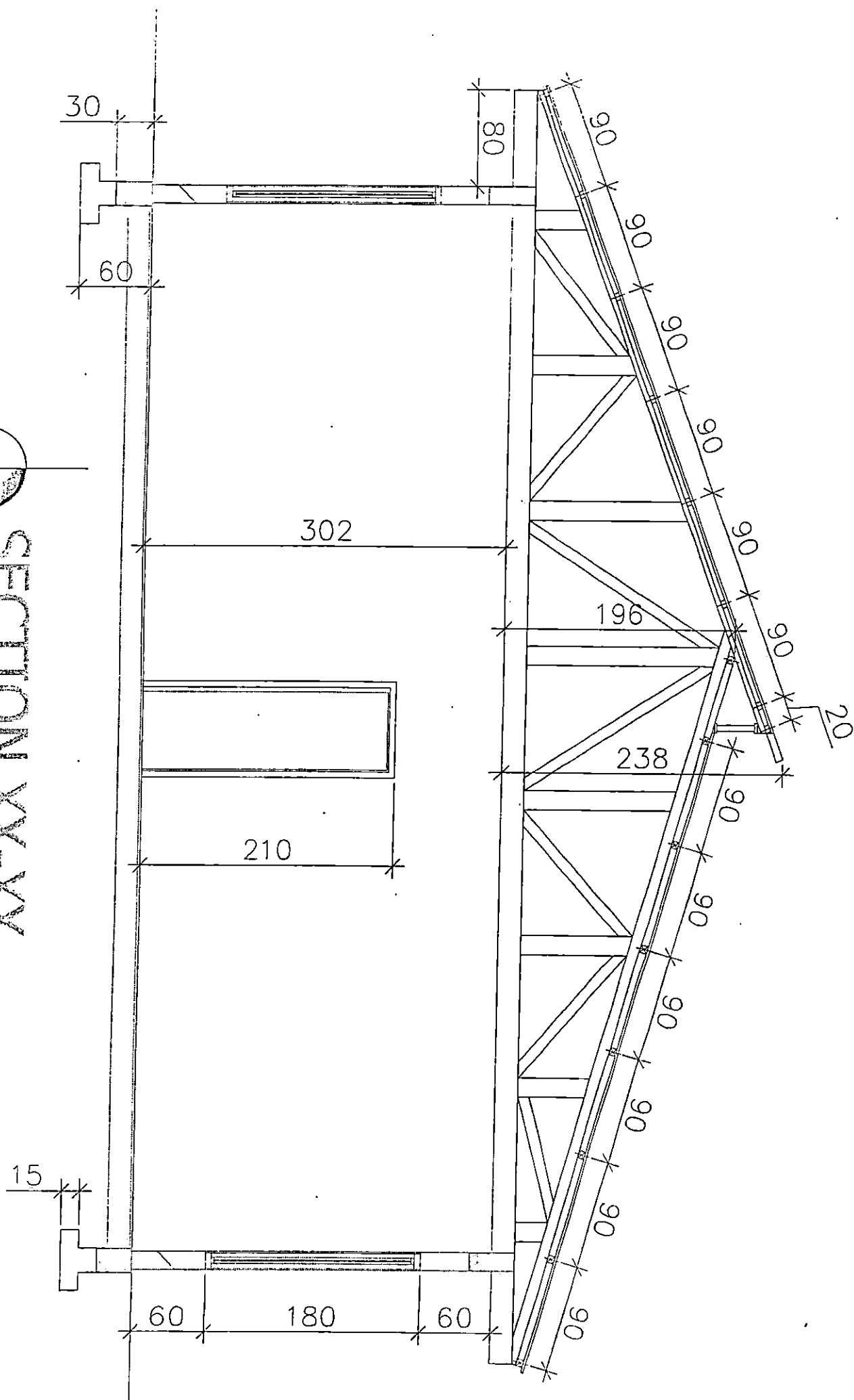
15. Chanas assurances;
16. Activa Assurances
17. Zenithe Insurance

Document No. 13: PLANS

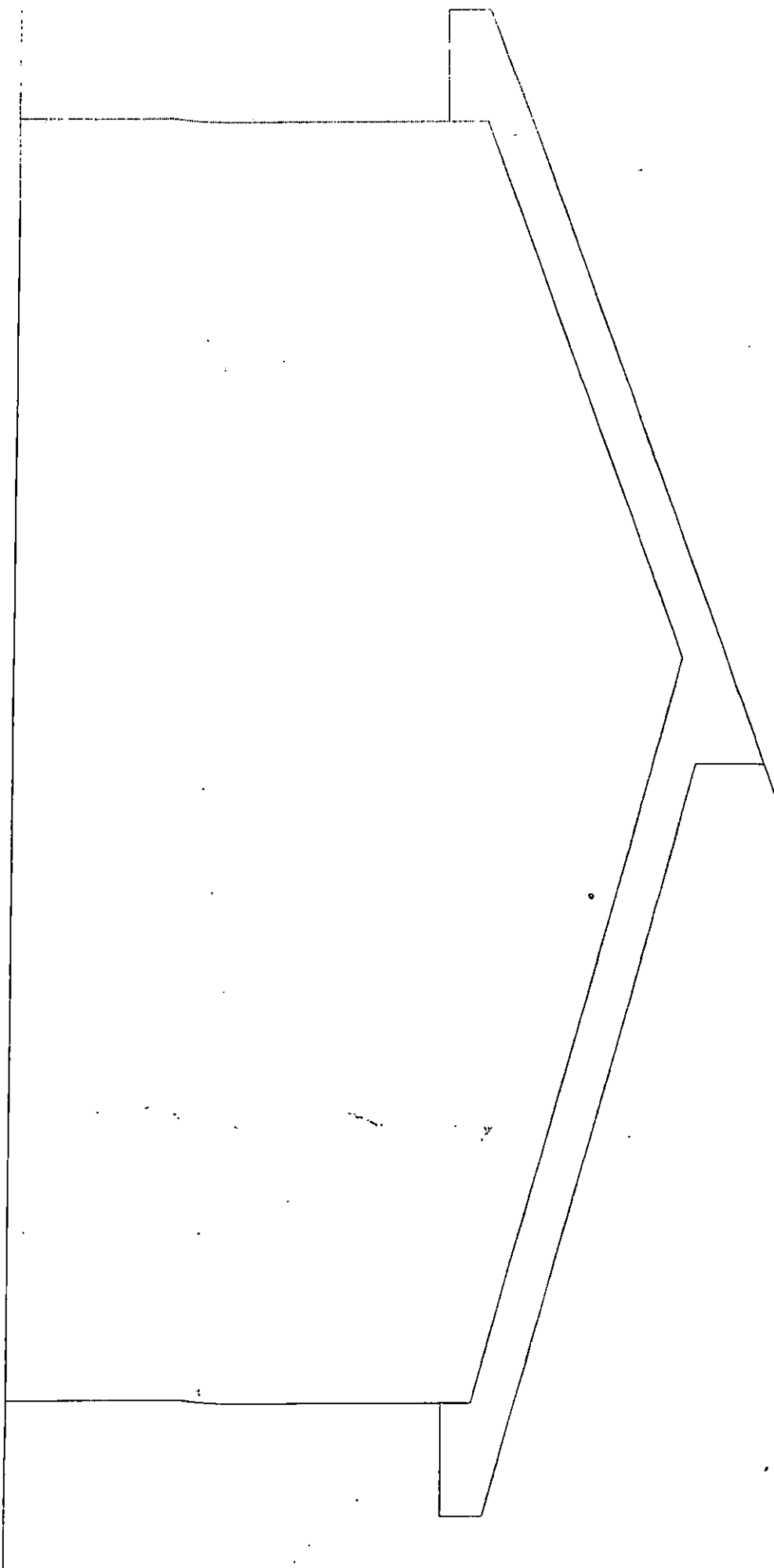
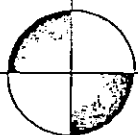




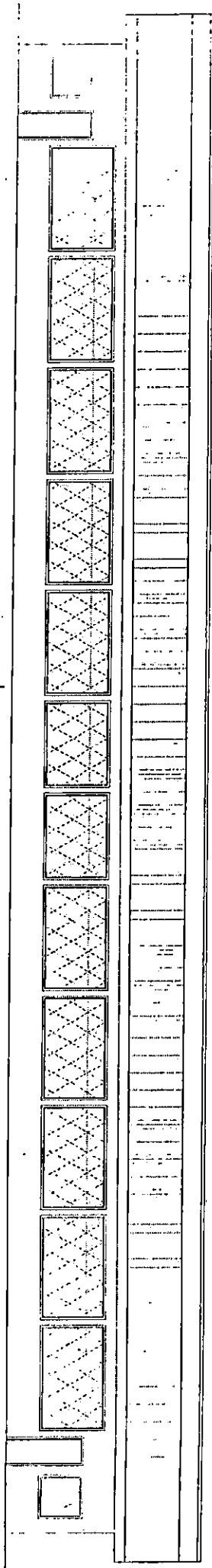
SECTION XX-XX

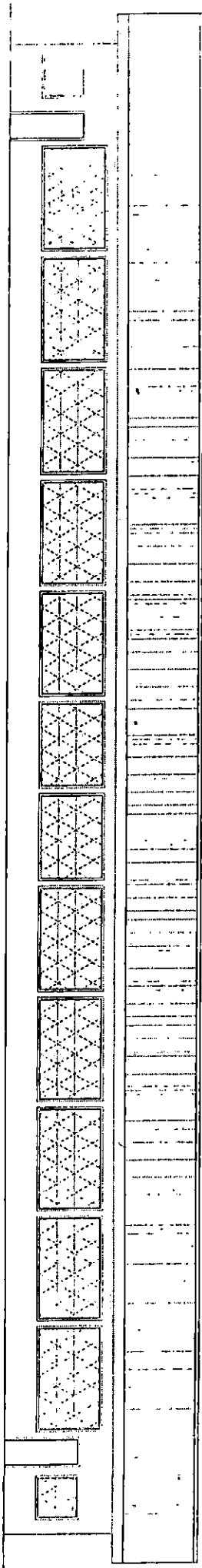


LEFT ELEVATION

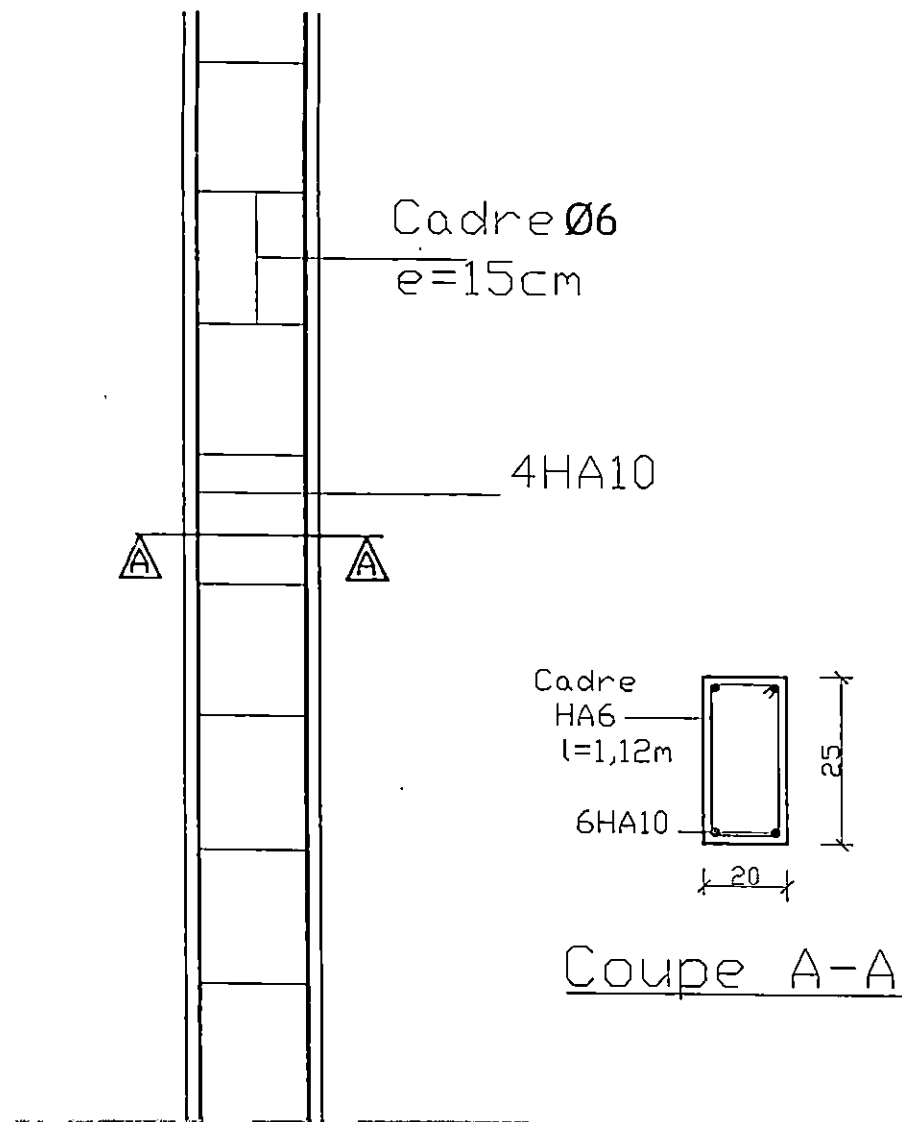


FRONT ELEVATION

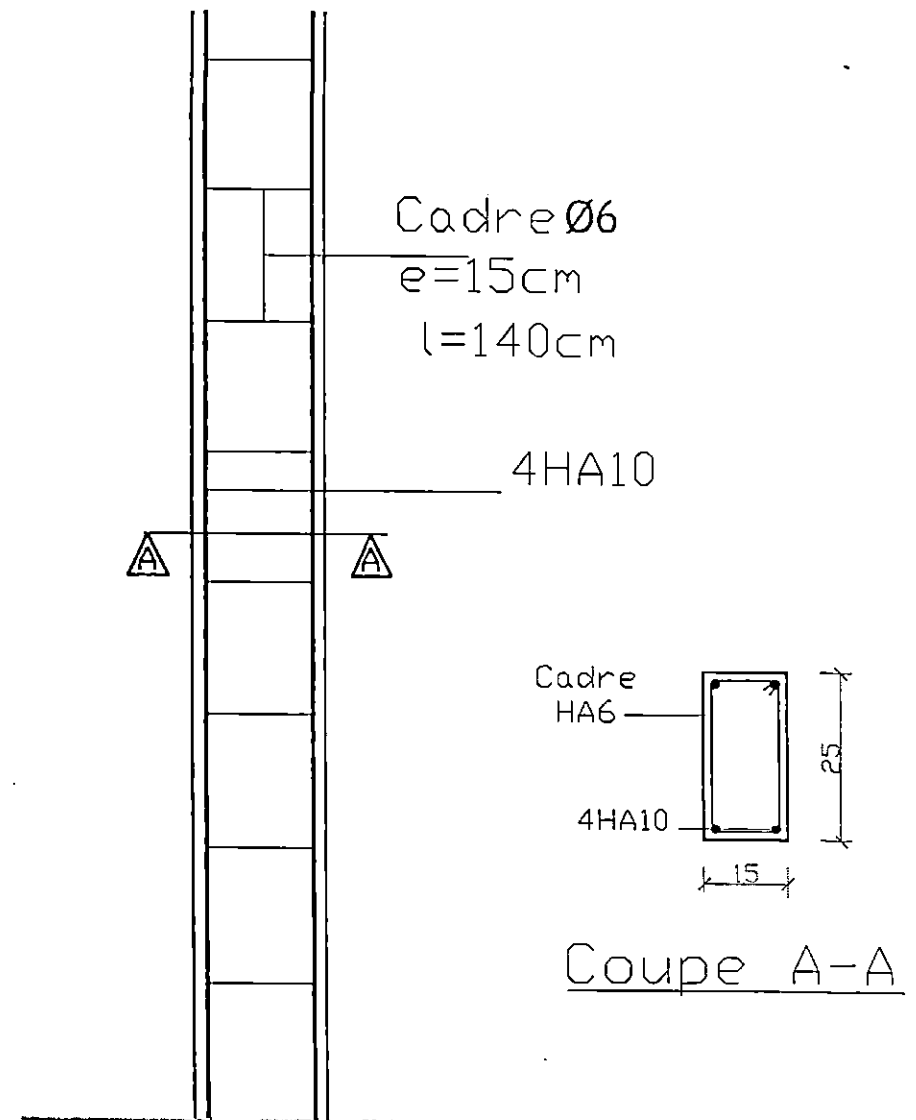




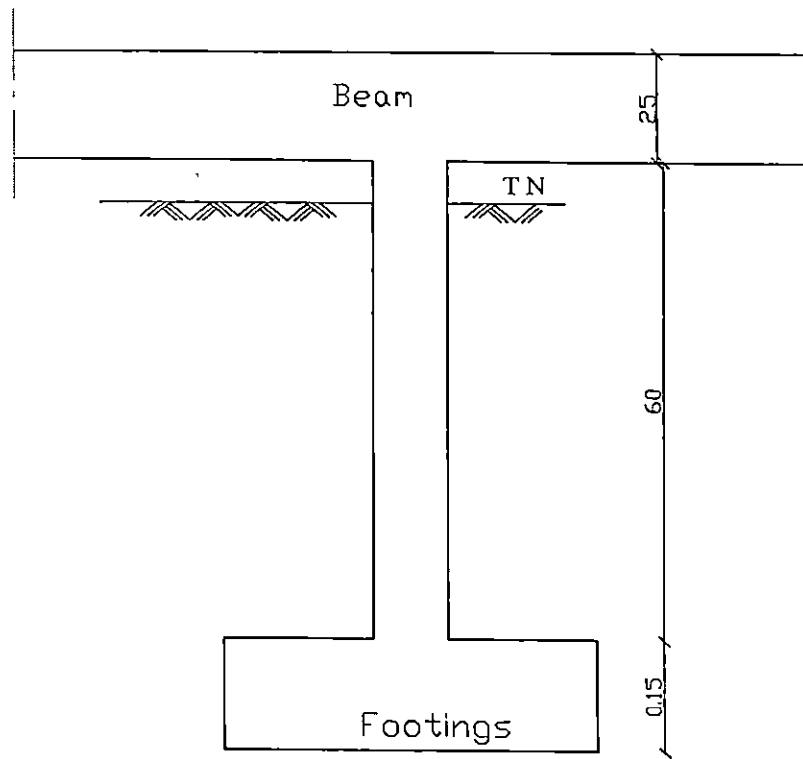
REAR ELEVATION PLAN



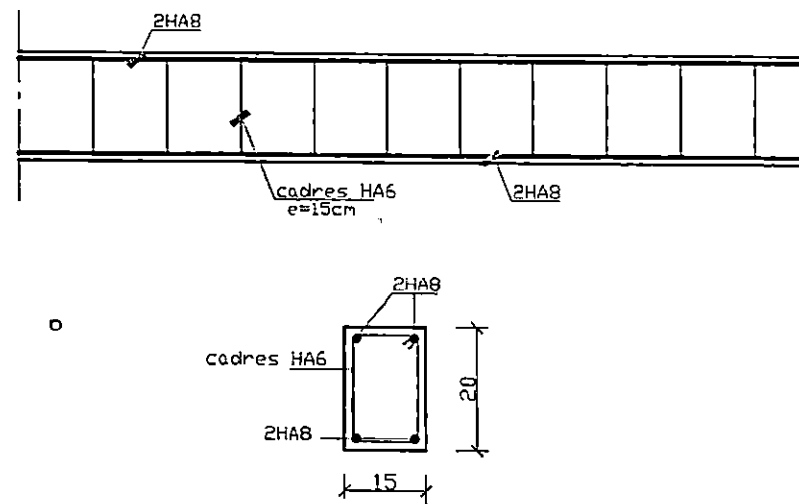
Half columns



ELEVATION Pillars

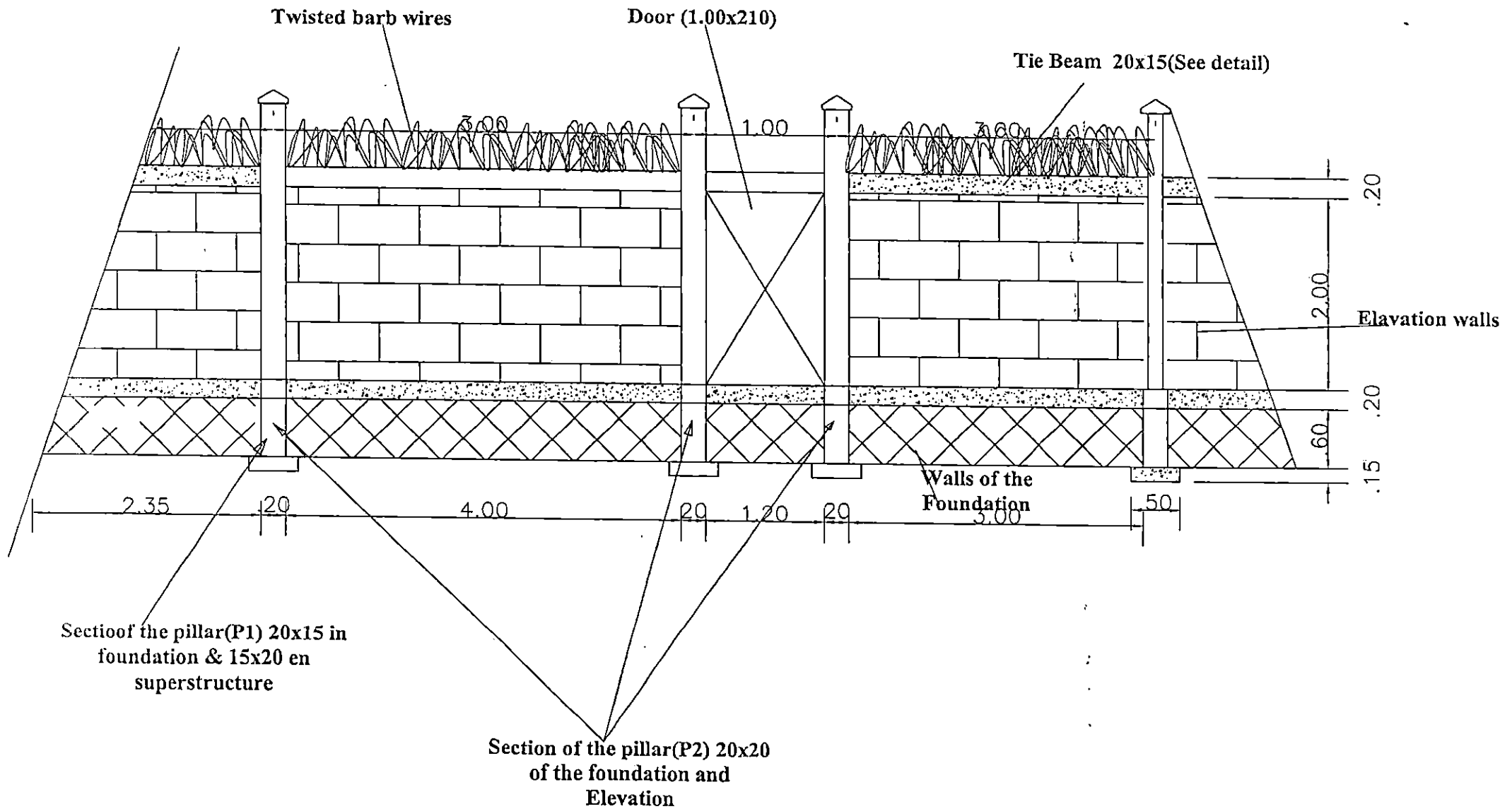


Details of footing

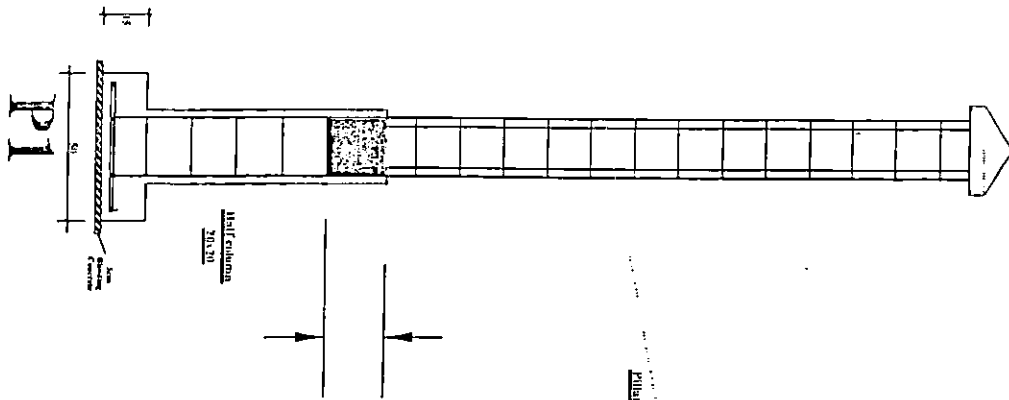


Lintels and Tie Beam

PLANS FOR THE FENCE

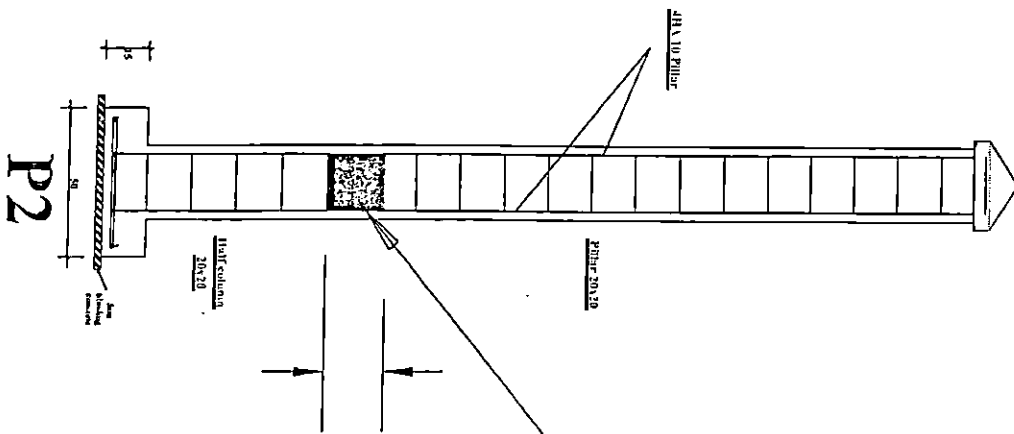


Partial View of the Fence



Pillar 5x20

:20



Pillar 20x20

.20

