FCN° 50715 | 2019 | NWRTB | CRRINW LATO REPUBLIC OF CAMEROON Peace-Work-Fatherland

REGION DU NORD-OUEST

SERVICES DU GOUVERNEUR



NORTH WEST REGION

NORTH WEST REGIONAL TENDER BOARD

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

TENDER FILE

TENDER FILE N° 023 ONIT/ GOV/NWRTB/2019/OF 19/1/2019
FOR THE CONSTRUCTION OF A SKILLS CENTER FOR THE
UNDERPRIVILEGED AT THE NKUMU FED FED MULTI-PURPOSE
CENTER IN BALI SUB –DIVISION, MEZAM DIVISION NORTH WEST
REGION

AUTHORIZING OFFICER: THE REGIONAL DELEGATE OF MINEPAT FOR THE NORTH WEST

FINANCING: PUBLIC INVESTMENT BUDGET 2019 EXTENDED TO 2020

BUDGET HEAD: 53 94 709 07 110000 2222

FINANCIAL YEAR 2019/2020

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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
REGION DU NORD-OUEST
SERVICES DU GOUVERNEUR

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

GOVERNOR'S OFFICE

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TENDER NOTICE

FINANCING: Public Investment Budget – 2019 extended to 2020

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1. Subject of the invitation to tender:

Within the framework of 2019 Public Investment Budget, the Governor of the North West Region, Delegated Contracting Authority hereby launches an open National invitation to tender by emergency procedure for the Construction of a Skills Center for the underprivileged at the Nkumu Fed Fed Multi-purpose Center in Bali Sub –Division, Mezam Division, North West Region

2. Nature of work

The works comprise the Construction of a Skills Center for the underprivileged at the Nkumu Fed Fed Multi-purpose Center in Bali Sub –Division, Mezam Division, North West Region

3. Execution deadline

The maximum deadline provided by the Project Owner or Delegated 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 as follows the Construction of a Skills Center for the underprivileged at the Nkumu Fed Fed Multi-purpose Center in Bali Sub –Division, Mezam Division, North West Region

5. Estimated cost

The estimated cost after preliminary studies is 62 421 271 (sixty two million four hundred thousand two hundred and seventy one) FCFA

6. Participation and origin

Participation in this invitation to tender is open to all Cameroonian companies and business concerned that have proven experience in the field of building construction and civil engineering in general and are in compliance with the Cameroon laws.

7. Financing

Works which form the subject of this invitation to tender shall be financed by 2019 Public Investment Budget, extended to 2020, budget head No. 53 94 709 07 110000 2222

8. Bid bond

The 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 the Tender File, of 1 248 425 (one million two hundred and forty eight thousand four hundred and twenty five) CFA francs and valid for thirty (30) days beyond the date of validity of bids

9. Consultation of tender file:

The file may be consulted during working hours at the Governor's Office for the North West in Bamenda, Contract Award Service as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the Governor's Office for the North West in Bamenda, Contract Award Service as soon as this notice is published against payment of the sum of 55 000(fifty five thousand) CFA francs, payable at a Public Treasury, representing the cost of purchasing the Tender File

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 Governor's Office for the North West in Bamenda, Contract Award Service not later than $\frac{10}{100}$ / $\frac{100}{100}$ / 2019 at 11am local time and should carry the inscription:

Invitation to tender No. 12.2.... Open National Invitation to Tender by Emergency Procedure No.623. ONIT/ GOV/NWRTB/2019/OF 12-1-12-2019

for the Construction of a Skills Center for the underprivileged at the Nkumu Fed Fed Multi-purpose Center 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 will take place on the <u>#Ø/(*2/2009</u> at 12 o'clock local time, in the conference hall of the Regional Tenders Board, by its competent members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files

14. Evaluation criteria

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

i. Eliminatory criteria

Absence of bid bond

- False declaration or forged document
- Deadline for delivery higher than prescribed
- ✓ Non-respect of 34/45 (75%) of essential criteria
- ✓ Absence of quantified unit price
- Non-compliance with the model bid, bond
- ✓ A bid with the external envelope carrying a sign or mark leading to the identification of the bidder
- ✓ Non completion of any project in the previous years in the North West Region and suspended by MINMAP in 2019

Ĩİ. Essential criteria

- o General presentation of the tender files
- Financial capacity
- o References of the company in similar achievement visa by the competent authority
- Quality of personnel
- Technical organisation of the works
- Safety measures on the site.
- Logistics
- o Special Technical Clauses initialled in all pages
- o Special Administrative clauses completed and initialled in all pages

15. Award

The Contract shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid amount, in conformity with the regulations of the Tender Documents and having satisfied 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

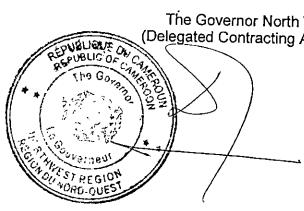
Complementary technical information may be obtained during working hours from the Governor's Office for the North West in Bamenda, Contract Award Service.

Done at Bamenda on 19 NOV 2019

The Governor North West (Delegated Contracting Authority)

Copies:

- MINMAP
- ARMP Bamenda
- Chairpersons of RTB
- **Notice Boards**
- File/archive



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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
REGION DU NORD-OUEST

SERVICES DU GOUVERNEUR

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

GOVERNOR'S OFFICE

فوعوا

Avis d'Appel d'Offres

Avis d'Appel d'Offres National Ouvert N 22 /AONO/GOV/CPMNO/2019 DU 12 / 11 - 2019 EN PROCEDURE D'URGENCE POUR LA CONSTRUCTION D'UN «SKILLS CENTER FOR THE UNDERPRIVILEGED » A NKUMU FED FED MULTI-PURPOSE CENTER DANS L'ARRONDISSEMENT DE BALI, DEPARTEMENT DE LA MEZAM, REGION DU NORD/OUEST

Financement: Budget d'Investissement Public 2019

1. Objet de l'Appel d'Offres

Dans le cadre l'exercice budgétaire 2019, le Gouverneur de la Région du Nord/Ouest, Autorité Contractante lance un Appel d'Offres, National Restreint en procédure d'urgence pour les travaux de construction d'un «Skill Centre for the Underpriviledged» à NKumu Fed Fed Multi-Purpose Centre dans l'Arrondissement de Bali, Département de la Mezam, Region du Nord/Ouest.

2. Consistance des Travaux

Les travaux consistent notamment, sur la construction d'un «Skill Centre for the Underpriviledge » à NKumu Fed Fed Multi-Purpose Centre dans l'Arrondissement de Bali, Département de la Mezam, Region du Nord/Ouest.

3. Délais d'exécution

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

4. Allotissement

Le travail est ci-après défini :

Construction d'un «Skill Centre for the Underpriviledge » à NKumu Fed Fed Multi-Purpose Centre dans l'Arrondissement de Bali, Département de la Mezam, Region du Nord/Ouest.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de soixante deux million, quatre cent vingt-un mille deux cent soixante onze (62,421,271) francs CFA.

6. Participation et origine

La participation au présent appel d'offres est ouverte aux entreprises de droit camerounais.

7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Public de l'exercice 2019 sur la ligne d'imputation budgétaire n°53 94 709 07 110000 2222.

8. Cautionnement provisoire

Chaque missionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de 1 248 425 (un million deux cent quarante huit mille quatre cent vingt cinq FCFA et valable pendant quatre-vingt dix(90) iours au-de là de la date originale de validité des offres.

9. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté et obtenu aux heures ouvrables aux services du Governeur

du Nord-Ouest, Service de Passation des Marchés Publics dès Publication du présent avis

Acquisition du Dossier d'Appel d'Offres 10.

Le dossier peut être obtenu aux heures ouvrables, services du Governeur du Nord-Ouest, Service de Passation des Marchés Publics dès Publication du présent avis, contre présentation d'une quittance de versement au Trésor Public de la somme non remboursable de 55 000 (cinquante-cinq mille) FCFA

Remise des offres 11.

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 recépissé services du Governeur du Nord-Ouest, Service de Passation des Marchés Publics ou plus tard le /2019 à 11^h heure locale et devra porter la mention suivante :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT NºQ23/AONO/GOV/CPMNO/2019 DU 19/11-2019 EN PROCEDURE D'URGENCE POUR LA CONSTRUCTION D'UN «SKILLS CENTER FOR THE UNDERPRIVILEGED » A NKUM FED FED MULTI-PURPOSE CENTER DANS L'ARRONDISSEMENT DE BALI, DEPARTEMENT DE LA MEZAM, REGION DU NORD/OUEST « A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »

Recevabilité des offres 12.

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes parle 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.

Ouverture des plis 13.

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le 10 1/2/2019 à 12h, heure locale, dans la salle de conférence de la Commission de Passation de Marchés Publics siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatée et ayant une parfaite connaissance du dossier

Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A. Critères éliminatoires

Il s'agit notamment:

- Délai d'exécution supérieur à celui prescrit (supérieur à cinq mois)
- Fausses déclarations ou pièces falsifiées,
- Absence ou insuffisance de la caution provisoire de soumission
- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire
- Offres financière incomplète
- Le changement d'une unité ou d'une quantité dans l'offre financière
- Le non-respect de 34/45 (75%) des critères essentiels
- Non achèvement d'un projet pendant les années antérieures sur l'étendu du Territoire National et suspendu par le MINMAP en 2019.

B - Critères essentiels

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

- Présentation générale de l'offre
- 2. Capacité financière
- 3. Références de l'entreprise dans les réalisations similaires
- 4. Qualité du personnel
- 5. Organisation technique des travaux
- 6. Sécurité ou chantier
- 7. Moyens logistique
- 8. Cahier des Clauses Techniques Particulières complété et paraphé à chaque page
- 9. Cahier des Clauses Administratives Particulières complété et paraphé à chaque page

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

Attribution 15.

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins 34/45(75%) des critère 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 34/45(75%) des critères essentiels.

Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant quatre-vingt dix (90) jours à partir de la date limite fixée pour la remise des offres.

Renseignements complémentaires 17.

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès des Services du Gouverneur du Nord-Ouest.

Fait à Bamenda, le

Le Gouverneur du Nord-Ouest (Autorité Contractante)

Copies:

- MINMAP
- ARMP:
- Maître d'Ouvrage
- Présidents CPM;
- Affichage.
- Chrono/archive

* Lelé Lafrique Tchoffo Deben Adelpho

Administrateur Civil Principal De Classe Exceptionnelle

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

The Delegated Contracting Authority, the Governor of the North West Region hereby National invitation to tender NoONIT/ GOV/NWRTB/2019/OF/ for the Construction of a Skills Center for the underprivileged at the Nkumu Fed F	2019 ied Multi-
purpose Center in Bali Sub –Division, Mezam Division, North West Regio	ł I

- 1.1 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which runs from the date of notification of the 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 Delegated 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:
 - 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;
 - "Collusive practices" shaft mean any form of agreement between two or among several bidders (whether the Delegated 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 Delegated 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 Delegated 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 prequalification which may have changed in the case where the candidates took part in prequalification) 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 a vis the Project Owner and Delegated 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 tender notice;

Document No. 2. The General Regulations of the invitation to tender;

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

Document No. 4. The Special Administrative Conditions;

Document No. 5. The Special Technical Conditions;

Document No. 6. The schedule of unit prices;

Document No. 7. The bill of quantities and estimates;

Document No. 8. The sub details of unit prices;

Document No. 9. Model documents of the contract:

- a. Model bidding letter;
- b. Model bid bond;
- c. Model final bond;
- d. Model of bond of start-off advance;
- e. Model of guarantee in replacement of the retention fund;
- f. Model contract;

Document No. 10. Models to be used by bidders;

a. Model contract;

Document No. 11. 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 Delegated 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 Delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the Delegated Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Delegated 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 Delegated 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 Delegated Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.
- 9.4 The Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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), subcontracting, 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:

- 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;
- 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 Delegated Contracting Authority's country shall be in currency of the Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Delegated Contracting Authority or Delegated Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated Contracting Authority as described in the Tender File and furnish in addition all the information which the Delegated 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 Delegated 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 Delegated Contracting Authority at least one week before the meeting The Delegated

- 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.
- 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 Delegated 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 be 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 Delegated 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 OPENIOD 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated Contracting Authority for reasons having to with his bid may do so in writing.

Article 27: Clarifications on the bids and contact with the Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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

- The Delegated 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 Delegated Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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.
- 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

References	General
of the	
General	
regulations	
1.1	Definition of works: The Construction of a Skills Center for the underprivileged at the Nkumu Fed Fed Multi-purpose Center in Bali Sub –Division, Mezam Division
	Name and address of the Delegated Contracting Authority: the Governor of the North West Region
	Reference of Open National Invitation to tender: No ONIT/ GOV/NWRTB/2019/OF/ 2019
1.2	Execution deadline: five (05) months
2.1	Source of financing Works which form the subject of this Open National invitation to tender shall be financed by Public Investment Budget of MINEPAT
4.1	List of pre-qualified candidates (not applicable)
5.1	Origin of building materials, equipment, materials, supplies and equipment: the material will generally be from the natural sources in Cameroon.

6.1 Evaluation criteria

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

Eliminatory criteria

- ✓ Absence of bid bond
- ✓ False declaration or forged document
- ✓ Deadline for delivery higher than prescribed
- ✓ Non-respect of 33/44 (75%) of essential criteria
- ✓ Absence of quantified unit price
- ✓ Non-compliance with the model bid, bond
- ✓ A bid with the external envelope carrying a sign or mark leading to the identification of the bidder
- ✓ Non completion of any project in the previous years in the North West Region and suspended by MINMAP in 2019

iii. Essential criteria

- o General presentation of the tender files
- o Financial capacity
- o References of the company in similar achievement visa by the competent authority
- Quality of personnel
- o Technical organisation of the works
- Safety measures on the site.

Logistics

o Attestation of site duly signed by the bidder and report of site visit with pictures

o Special Technical Clauses initialled in all pages

o Special Administrative clauses completed and initialled in all pages and signed at the last page.

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 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 33/44 (75%) of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offe 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 33/44(75%) of the essential criteria.

Article 6: Language of bid

The bid as well as any correspondence and any document exchanged between the bidder and the Delegated 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.

PRESENTATION OF THE TENDER

The bids prepared in English or French and in Seven (07) copies with one (01) original and Six (06) copies marked thus, shall be presented in three (03) volumes as follows:

- Administrative Documents
- Technical Documents -B-
- -C- Financial Documents

External envelope

Each bidder shall seal these three (03) envelopes (A,B and C) in one common envelope on which shall be written:

ONIT/ GOV/NWRTB/2019/OF OPEN NATIONAL INVITATION TO TENDER NO 2019 BY EMERGENCY PROCEDURE

FOR THE CONSTRUCTION OF A SKILLS CENTER FOR THE UNDERPRIVILEGED AT THE NKUMU FED FED MULTI-PURPOSE CENTER IN BALI SUB -DIVISION, MEZAM DIVISION, NORTH WEST REGION

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"

The external envelope should not carry any mark that can lead to the identification of the bidder. Internal envelopes

Three (03) internal envelopes must be sealed in an external envelop.

The first internal envelope shall be labeled;

ENVELOP A: ADMINISTRATIVE DOCUMENTS and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

ADMINISTRATIVE DOCUMENTS.

ADMINISTRATIVE DOCUMENTS,				
	DESCRIPTION			
A.1	Certified copy of the business Registration, not more than three(03)			
	months old			

				
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp			
A.3	Certificate of non- Bankruptcy established by the Court of 1st Instance or the Chamber of commerce, industry and Trade of the place of residence of the bidder, not more than three (03) months.			
A.4	Attestation of Bank Account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance not more than three (03) months			
A.5	Purchase receipt of Tender File issued by Public Treasury			
A.6	A Bid Bond of 1 248 425 (one million two hundred and forty eight thousand four hundred and twenty five) FCFA issued by a first rate-financial institution approved by the Ministry in Charge of Finance in conformity with COBAC			
A.7	An attestation of non-exclusion from Public Contracts issued by the Regulatory Board (ARMP)			
A.8	An Attestation on the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.			
A.9	A clearance certificate signed by the Chief of Centre of taxes that the bidder has met all the statutory declaration in issues of taxes in the current financial year; this certificate should be less than three (03) months old.			
A.10	Certified copy of a valid taxpayer card, delivered by the chief of center of taxes.			
A.11	Plan and attestation of location of the company signed by the Chief of Taxation.			
A.12	Power of attorney if necessary			
A.13	Special Technical Clauses initialed in all pages and signed at the last page.			
Ä.14	Special Administrative Clauses completed and initialed in all the pages and signed at the last page.			

The absence of Bid bond will result to elimination of the offer

The second internal envelop shall be labeled **ENVELOPE B: TECHNICAL DOCUMENT** and shall contain the following:

General Presentation of Bids	
- Presence of fall documents	Yes/No
- Properly bind	Yes/No
- Table of contents	Yes/No
- Separators in colour apart from while	Yes/No
- Order prescribed respected	Yes/No
- Clearness of the documents	Yes/No
TOTAL1	/6
a. The company references	
Reference of the company in civil construction or similar works for the past 3 years	_
- First project: registered Contract (1st and last page) and minutes of final reception for and minutes of provisional reception for projects equal or above 10million	Yes/No
- Second project: registered Contract (1st and last page) and minutes of final reception of provisional reception for projects between 5-10 million	Yes/No
TOTAL 2	/2
b. Equipment	
- Proof of ownership of hired of a concrete mixer in good operating conditions	Yes/No
- Proof of ownership or hired of a vibrator in good operating condition	Yes/No
- Proof of ownership or hired of a vehicle (Pick up 4x4 or van)	Yes/No
- Proof of ownership of masonry tools kids	Yes/No

- Proof of ownership of carpentry tools kids	Yes/No
TOTAL 3	/5
c. Qualification of site personnel	,
- Organizational Chart of the enterprise	Yes/No
- Coherence of the Organizational Chart of site with comments	Yes/No
Works Director: Civil or Rural Engineer at least 3 years of experience	
- Certified copy of valid national identity card signed three times by the owner	Yes/No
- Diploma of work Director certified	Yes/No
- CV signed and dated by works Director	Yes/No
- Professional experience of works Director at least three years	Yes/No
- Attestation of availability	Yes/No
Site foreman: Senior Civil Engineering Technician at least 3 years of experience	
- Certified copy of valid national identity card signed three times by the owner	Yes/No
- Diploma of site foreman certified	Yes/No
- CV signed and dated by site foreman	Yes/No
- Professional experience of site foreman at least three years	Yes/No
- Attestation of availability	Yes/No
Chief carpenter: BAC OR ADVANCED LEVEL in wood joinery at least three years	
- Certified copy of valid national identity card signed three times by the bearer	Yes/No
- Certified copy of diploma	Yes/No
- CV signed and dated	Yes/No
- Attestation of availability	Yes/No
Chief carpenter: BAC OR ADVANCED LEVEL in electricity at least three years	
- Certified copy of valid national identity card signed three times by the bearer	Yes/No
- Certified copy of diploma	Yes/No
- CV signed and dated	Yes/No
- Attestation of availability	Yes/No
TOTAL 4	1
d The methodology of intervention and execution of work	
- Attestation of site Visit signed by the bidder and by honour with pictures attached	Yes/No
- Site visit report signed and dated by bidder or dully authorized representative	Yes/No
- Detailed technical note on the organization and execution of works	Yes/No
- Coherence synchronized Planning of execution of works	Yes/No
- Coherence of Individual Protection Plan (IPP) within the building site	Yes/No
- Coherence of the general security and safety plan (GSSP) within the project site	Yes/No
- Description of the socio-environment measures for 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 constructional materials and storage conditions	Yes/No
- CCTP dully initialed on each page, signed and date on the last page	Yes/No
TOTAL 5	/11
e Pre-financing	
- Attestation of credibility shall be at least 75% of the bid price	
TOTAL 6	/1
TOTAL = TOTAL 1 + TOTAL 2 + TOTAL 3+ TOTAL 4+ TOTAL 5+ TOTAL 6	

ENVELOP C: FINANCIAL FILE

NO	DESIGNATION
C1	A submission letter, signed, dated and stamped
C1 C2	Completed and signed frame work of unit prices
C3	Signed Bill of Quantities and cost estimates indicating the total amount without
	taxes(HT) and with taxes (TTC)
C4	Sub detailed of unit prices

The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.

The various parts of the same file must be separated with colour guides form as well in the original as in the copies, so as to facilitate its examination.

Supply price

Article 8: currency of Payment

This Open 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.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in Francs CFA.

The unit schedule price expressed out in figure and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figure and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

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.

Article 9: transport and delivery

The material for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

Article10: guarantee and retention guarantee

10.1 provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at 1 248 425(one million, two hundred and forty eight thousand four hundred and twenty five) FCFA.

The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

10.2 Final Bond

The final bond is fixed at two (2%) maximum of the initial amount of the service envisaged in the Country. It could be replace by a guarantee personal and interdependent of a banking house approved by the Ministry of Finance following COBAC conditions.

It will have to be made up in the twenty (20) days following the notification of the signature of the Contract in a bank approved by the Minister of Finance.

10.3 Guarantee Retention

Guarantee Retention of 10 percent (10%) will be operated on amount including all taxes of the Contract. The corresponding sum will be paid or the released guarantee, with the final acceptance of work.

Article 11: period of validity of the offers

The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers If at the end of this period the Contract were not notified to him the bidder will be able either to cancel his offer, or to ask for a new negotiation of the unit prices.

Article 12: A number of copies of the offer which must be filled and sent.

The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

OPEN NATIONAL INVITATION TO TENDER by EMERGENCY PROCEDURE NO___ ONIT/ GOV/NWRTB/2019/OF / 2019

FOR THE CONSTRUCTION OF A SKILLS CENTER FOR THE UNDERPRIVILEGED AT THE NKUMU FED FED MULTI-PURPOSE CENTER IN BALI SUB –DIVISION, Mezam Division, North West Region

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"

Article 13:	date and	latest time	of deposit	of offers
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The offers will have to arrive under closed fold and seal lastest _____/ ____ by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

The service of the Delegated Delegated Contracting Authority, the Governor of the North West Beyond this time no offer will be received nor accepted

Article 14: opening of the tenders

The opening of the bids will be carried out in the conference room of the Governor of he North West on _________, by the Regional Tenders Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

Award of the contract

Article 15. Award of the contract

The tenders board will propose to the Delegated Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations of the Tender Documents, having satisfied to 100% of all the eliminatory criteria and at least 34/45(75%) of the essential criteria taken into account.

The decision carrying attribution of the Contract will be published be way of press release or any other means of publication of use in the Administration.

If the Contract passed on the basis of technical alternative suggested by the bidder, the Delegated Contracting Authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer. The Delegated Contracting Authority reserves the right not to take action on an invitation to Tender, if it is not obtain a proposal which appears acceptable to him

ARTICLE 16: SITE INSTALLATION

Before the commencement of work, the contractor must be installed on the site by the following:

- The Authorizing Officer or His Representative: Regional Delegate MINEPAT North West
- The Governor of the North West or his representative
- The Regional Delegate MINMAP or his representative
- The Contract Engineer, Regional Delegate MINTP
- The Follow-up Engineer, Sub Director for Construction MINTP
- The Chief of Service for infrastructure MINEPAT
- The representative of the beneficiary population. { NKUMU Fed Fed}
- The Contractor

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)
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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)
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- 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)
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- Article 29 Nature of works
- Article 30 Obligations of the Project Owner (GAC supplemented)
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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)

Article 44 - Guarantee time-limit (article 70 of GAC)

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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 this contract shall be the Construction of a Skills Center for the underprivileged at the Nkumu Fed Fed Multi-purpose Center in Bali Sub –Division, Mezam Division, North West Region

Article 3: Definitions and duties (article 2 of GAC supplemented)	
Article 2: Contract award procedure This contract shall be awarded by Open National Invitation to Tender No of/2019	/ ONIT/GOV/NWRTB/2019
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- 3.1 General definitions (cf. Code)
 - The Delegated Contracting Authority shall be the Governor of the North West Region
 He awards the contract, ensures the preservation of originals of said contract documents and
 the transmission of copies to the Public Contract Regulatory Agency.
 - 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 MINTP hereinafter referred to as the Engineer.
 - The Authorising Officer shall be: the Regional Delegate of MINEPAT He represents the beneficiary administration of the works.
 - The Follow-up Engineer shall be: the Sub Director for Construction MINTP

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

The contractor shall be [to be specified].

3.2 Security

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

- The authority in charge of ordering payment shall be: the Regional Delegate MINEPAT NW
- The authority in charge of the clearance of expenditures shall be the Finance controller MINEPAT Yaoundé
- The body or official in charge of payment shall be the Central Treasury Yaounde
- The official competent to furnish information within the context of execution of this contract shall be the Contract Engineer
- 3.3 Duties of the Control Mission, Project Manager(not applicable)
- 3.3.1 Missions [not applicable]
- 3.3.2 Means put at the disposal of the Control Mission [not applicable].

Article 4: Language, applicable law and regulation

- 1.1 The language to be used shall be [English and/or French].
- 1.2 The contractor shall be bound to observe the 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: (to be adapted to the nature of the works).

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

Article 6: General instruments in force

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

- Framework Law No. 96/12 of 5 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 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- 5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- 6. Decree No. 2018/366 of June 2018 to institute the Public Contracts Code;
- 7. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
- Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- 9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- 10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- 11. Circular letter No 001/C/MINFI of 28/12/2018, bearing instructions relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
- 12. Unified Technical Documents (DTU) for building works;
- 13. Applicable standards:
- 14. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

- 7.1 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: beyond the limit of 15 days in Article 6(1) of GAC to make his domicile known to the Chief of Service, and immediately after completion of the works, correspondences shall be validly address to Council where the Contractor resides
 - b) In the case where the Project Owner is the addressee:
 the Regional Delegate of MINEPAT North West with a copy addressed to the Delegated
 Contracting and the Engineer, within the same deadline.
 - c) In the case where the Delegated Contracting Authority is the addressee: The Governor of the North West Region with a copy addressed within the same deadline to the Chief of Service and the Engineer
- 7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

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 Delegated Contracting Authority and notified to the contractor by the Project Owner with a copy to the Delegated 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 Delegated Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated Contracting Authority to the Project Manager. Beyond this deadline, the Delegated Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

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

9.1 [Specify if the contract has one or several phases] Single phase

At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 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 five (5) 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.
- 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 as per the contractual terms.

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 2% 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 Delegated Contracting Authority upon request by the contractor.

11.2 Performance bond

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

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Project Owner upon request by the contractor.

11.3 Guarantee of start-off advance

The Contractor may be granted a start off amount of 20% of the contract amount (inclusive of taxes) upon request. The start off payment shall be guaranteed at 100% by a Cameroonian bank recognised by the Ministry in Charge of Finance.

Article 12: Amount of the contract (Ar	icles 18 and 19 of GAC supplemented)
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The amount figures)	of this contract as indicated by the attached [detail or estimates] is (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/orCFA 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 (<i>amount in figures and letters exclusive of taxes</i>) by credi to account No opened in the name of the contractor in the bank.	lit 1e
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 inbank	ру k.

Article 14: Price variation (Article 20 of GAC)

- 14.1 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.
- 14.2 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) (not applicable)

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

- 17.1 The percentage of works under State supervision shall be [must not exceed 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)

The work done shall be evaluated using the unit price

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

- 19.1 [indicate, where applicable, the modalities for payment of supplies] not applicable
- 19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

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

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

21.1 Establishment of works executed

Before the 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 and/or (7.5 or 15%)] paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.

The amount of payment on account shall not exceed the value of the technical execution phases carried out. Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the contract. Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement of payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days to forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

21.3 Detailed account of start-off account (not 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 Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

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

A. Penalties for delay

- 23.1 The amount set for penalties for delays shall be set as follows:
 - a) One two thousandth (1/2000^{th)} of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
 - b) One thousandth (1/1000^{th)} 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 shall be one five thousandth (1/5000th) 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.
 - Late submission of the draft execution schedule if the lateness is caused by the contractor.
 Shall be one five thousandth (1/5000th) 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.

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 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account

of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

- 25.2 The contract Engineer has up to thirty (30) to notify the corrected and approved draft to the Project
- 25.3 The Contractor has up to thirty (30) to return the corrected and approved final detailed account to the competent accounting officer.

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

26.1 [Indicate the time-limit available to the Contract Manager or the Project Manager to establish the general detailed account and forward to the contractor after final acceptance (maximum 1 month)]

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 Delegated 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 [Indicate the time-limit available to the contractor to return the signed final detailed account (maximum 1 month)].

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) (the construction of a multipurpose centre cf. Special Technical Conditions)

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.

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 Contract Engineer in five (5) copies at the beginning of each.

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

A reproducible copy of the plans featuring in the Tender File shall be submitted Contract Engineer.

The Project beneficiary 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 Contractor shall take out a third party risk Insurance concerning persons, property or liability from an Insurance company governed by the "CIMA" insurance code.

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

35.1 Programme of works, Quality Assurance Plan and others.

a) Within a minimum deadline of *fifteen (15) days* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *[six (6)]* copies for the approval of Project Owner after the endorsement of the Contract Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

This programme shall be exclusively presented according to the furnished models.

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

- 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 Engineer or Project Owner 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 Owner. After approval of the execution schedule by the Contract Engineer, the latter shall transmit it within five (5) days to the Delegated Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Delegated Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

d) The approval granted by the Contract Engineer shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Engineer has a deadline of *five (05) days* to examine and make known his observations. The contractor then has a deadline of four (04) days to present a new file including the said observations.
- 35.3 In case of the non observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen (15) days after the notification of the Administrative Order to commence work it must have the following characteristic: Height = 2.8m, width =1.20m, board thickness = 2.5cm at 1.20m above the ground level. The Contract Engineer shall put at the Contractor's disposal the text to be used.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project owner shall notify within five (5) 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 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 three (3) 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)

Chapter IV: Acceptance

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

42.1 PRE -ACCEPTANCE OPERATIONS

Before the provisional acceptance, the contractor shall request in writing to the Contract Engineer with a copy to the Delegated Contracting Authority, the Engineer and Paying Body the organisation of a technical visit prior to the provisional acceptance. This visit shall include the following operations:

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

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

-The Contract Engineer

The RD MINMAP

-The Contractor

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

42.2 The ACCEPTANCE COMMISSION

The Acceptance Commission shall comprise the following members:

i.	The Delegated Contracting Authority or His representative (Governor)	Chairman
ii.	Authorising Officer or his representative (RD MINEPAT NW)	Member
iii.	The Regional Delegate MINMAP or His representative	Observer
iv.	The Contract Engineer (RD MINTP)	Member
V.	The Follow-up Engineer	Secretary
vi.	The President of Nkumu FED FED(beneficiary community)	Member
vii.	Stores Accountant of the RD/MINEPAT/NW	Member
viii.	The Contactor or His Representative	

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (Process-Verbal) of the work shall be prepared by the Contract Engineer and sign by all the commission members.

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

- 43.1 The Contractor shall furnish within one (01) month after completion of the works five (05) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.
- 43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the Contractor fails to comply with Article 43.1 above

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

The guarantee period shall be one (1) year 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.

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 in Decree No. 2018/366 of 20 June 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: [to be filled, where need be].

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 Delegated Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Delegated Contracting Authority.

Document No. 5: Special Technical Conditions (STC)

1- Generalities

This present special technical specifications concern the construction of a skill center at the Nkumu FED FED multipurpose centre in Bali, Bali sub division. It is the duty of the contractor to realise the structure as per the execution plans that shall be approved by the Project manager of the Authorising Officer.

Through the Project manager the contractor shall furnish the owner of the project within the shortest time an installation plan showing clearly how he intends to run the work site. A fence in local materials shall enclose the whole work site to avoid trespassing.

The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all the tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

The contract shall take all preventive measures against accidents. The owner of the project reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the contractor.

The contractor shall verify all dimensions of the plans. For execution, no dimension shall be measured with a scale rule from the plans. The contractor shall check inside the possibility of translating the dimensions on plans to the structure before the work begins. He shall refer to the project manager in case of any doubt. He shall not on his /her own modify anything on the structure and shall seek the approval of the project manager of any changes that he considers necessary.

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

2- Preparatory works – setting out the retaining wall

The contractor shall satisfy himself as to the accuracy in line, level and dimension of the basic survey information provided by the employer. He shall set out the works from all the employer benchmarks indicated in the drawings. The setting out will be in respect to the technical plans. The setting out profile boards will be at least 1.20m from the axes of the external wall; this is to facilitate trenching and other earthworks, and good circulation. The commencement of the excavation will not be accepted by the project manager without checking the conformity of the setting.

The minimal depth of the excavation trenches shall be of 80cm, and depending on the soil bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the project manager. The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the project manager.

The descriptive note completes or confirms the indications on the execution plans in the case of contradiction between the plans and the descriptive note, the project team shall be contacted for examination, elaboration and conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance to the plans and according to the technical norms for the construction of the building.

3- Foundation

3.1- excavation of foundations for structures

The excavation of foundation for structures and nay associated drainage works shall be kept to the minimum. The sides of the exaction shall be properly timbered or sheet piled, shored and strutted as necessary to prevent subsidence or slipping of the surrounding soil.

All excavated surfaces, in material other than hard material on which foundations for structures are to be placed shall be compacted to 105% MDD (AASHTO T99) immediately before foundations are constructed.

3-1-2 backfilling of excavations and filling for structures

Filling and backfilling operations around structures or in trenches or excavations and loading of structures shall not commence without the approval of the Contract Engineer. The sequence of filling and backfilling behind and around a structure and the maximum difference in height at any time between fill levels shall be as directed by the engineer. All filling and backfilling shall be with selected materials approved by the Engineer, brought up in horizontal layers not exceeding 150mm compaction thickness. Each layer shall be thoroughly mixed, watered or dried as necessary, and compacted to a maximum Dry density of 105% MDD (AASHTO T99).

Timbering and sheeting left in for purpose of supporting the excavation shall be eased up 150mm at a time in step with the backfill layer. Where instructed by the Engineer, timber or sheeting shall be left in place.

3-2 elevation of foundation walls

The elevation of foundation walls will be in agglomerated frog fill blocks of 20 x 20 x 40cm with a good crushing resistance. The mixing for block moulding should give at most 18 blocks per bag of cement (of 42.5R). They should be kept set at a minimum strength of twenty eight (28) days (in Mpa) before laying on the walls.

3-3 floor slabs on hard -core

Floor slabs on hard core shall consist of reinforced concrete elements mesh of rods 6mm 350kg/m3 and thickness 8cm. the slab shall be isolated from the structural frame and the ground beams by a dry joint. The platform shall be of carefully selected material and shall be compacted to at least 95% of the optimum dry density at modified proctor. Prior to levelling and compacting, the platform shall be purged of all poor quality material and /or soil that have deteriorated as a result of movement of equipment and rain action. Purged soil shall be replaced by lateritic material.

4- Elevation works

4-1 concrete blocks

The elevation walls will be in agglomerated hollow blocks of 15 x 20 x 40cm with a good crushing resistance. The mixing for block moulding should give at most 32 blocks per bag of cement (of 42.5R). They should be kept for set at least twenty eight (28) days before laying on the elevation walls.

The reinforced concrete pillars of section 15 x15 and 30 at 350 kg /m3 will be cast as one raise the agglomerated hollow blocks walls and this is to permit a good adhesion. The characteristic strength of concrete at 28 days should not be less than 16Mpa. The maximal spacing of the pillars is to be 5.00m of span or as on plans. The lintels 15 x 20 in reinforced concrete at 350kg / m3 will be levelled to + 2.20m above the level of the finished foundation.

The average height under the decking slab is 3.80m

A chaining beam of 15 x 20cm in reinforced concrete at 350kg/m3 will be laid above the finished level of the agglomerated hollow blocks walls with fixing plates so as to receive the wooden roof truss.

4-2 reinforcement steel

Hot -rolled bars for the reinforcement of concrete shall comply with BS 4449 of shall be of deformed bars EF40 for both main and secondary reinforcements. Cold-worked steel bars for the reinforcement of concrete shall comply with BS 4483. The elasticity limit for high yield steel shall be 400Mpa

TABLE 1 REINFORCEMENT SCHEDULE

No	_E 1 REINFORCEME	Size	Rods	Rods	Stirrup	Dosage	type
'''	31 4 3 4 4	ı	Ø		spacings		
		Nos		Tors 🛭		-	
1	Footings	4	10mm	6mm	20cm	400kg/m3	Fe-E-400
2	Damp proof course	4	8mm	6mm	20cm	400kg/m3	Fe-E-400
3	Lintel (15x20)	4	8mm	6mm	20cm	400kg/m3	Fe-E-400
4	Veranda pillars 15 x	6	8mm	6mm	20cm	400kg/m3	Fe-E-400
	30						
5	Wall pillars 15x 15	4	8mm	6mm	20cm	400kg/m3	Fe-E-400
6	Wall plate 15x20	4	8mm	6mm	20cm	400kg/m3	Fe-E-400
7	Beams 20x20 or	4	8mm	6mm	20	400kg/m3	Fe-E-400
	15x 20						

DIE 2. CONCRETE CLASSES AND STRENGTHS

TABLE 2: CONCRETE CLASSES	AND SIL	EIAG IIIO			
INTENDED USE	CEMEN	Γ	MINIMUM STRENGTH AT 28 DAYS (IN MPA)		
INTERBES 332	Nature	Dosage kg/m3	Compression	Tensile	
B1 Blinding concrete	CPJ 35	150			
B2 Buried structures	CPJ 35	350	22	1.8	
B3 Normal structure Elevation	CPJ 35	350	22	1.8	
B4 Eventually pre-stress concrete	CPJ 35	400	30	2.9	
B5 Slope executions finishes	CPJ 35	300			

TABLE 3: CLASSES OF MORTAR

	Binder		sand	
INTENDED USE	designation	Dosage kg/m3	Gain Size	Dosage
1 Bedding mortar	CPJ 35 XHA	150 200	0.08/2.5	1 000 1
2 Bonding mortar	CPJ 35	350	0.08/2.5	1 000 1
3 Cement plaster	CPJ 35	400	0.08/2.5	1 000 1
4 lime cement plaster	CPJ 35 XHA	200 200	0.08/2.5	1 000 1
5 Cement Screed	CPJ 35	450	0.08/2.5	1 000 1

4.3 FORMWORK FOR CONCRETE

Definitions

Formwork means the surface against which concrete is placed to form a face, together with all the immediate supports to retain it in position while concrete is placed.

- False work means the structural elements supporting both the formwork and the concrete until the concrete becomes self-supporting.
- A form face is one, which has been cast against formwork
- An exposed face is one, which remains visible after construction has been completed

4-3-1 Removal of Formwork

Formworks shall be carefully removed without shock or disturbance to the concrete. No concrete shall be removed until the concrete has gained strength to withstand safely any stresses to which it may thereby be subjected.

The minimum periods which shall elapse between completion of placing and removal of forms are given in the table 4 and apply to ambient temperatures higher than 10°C. At lower temperatures if cement other than ordinary Portland are involved, the Engineer may instruct different periods.

TABLE 4: MINIMUM PERIODS FOR FORMWORK REMOVAL

No	Position of Formwork	Minimum period for ambient temperatures over 10°C	Strength to be Attained
1	Vertical or near vertical faces of mass concrete	24 hours	0.2C
2	Beam sides, columns and walls	2 days	-
3	Vertical or near faces of reinforced walls, beams and unloaded columns	48 hours	0.3C
4	Beams soffits (props left under)	7days	-
5	Underside of arches beams and slabs (formwork nly, props left under)	4 days	0.5
6	Support to underside of arches, beams and slabs	14 days	-
7	Floor slabs with frequently encountered spans	15 days	-
8	Floor slabs and beams with wide spans expected to receive imposed loads immediately after removal of formwork	28 days	-

4-3-1 Upper Floor Slabs

Upper floor slabs shall consist of hallow sand Crete blocks supported by reinforced concrete ribs and with a reinforced concrete compression zone. However, where it is explicitly prescribed or if otherwise indicated by structural considerations, the floor slabs or portions thereof shall be executed as solid slabs. In such cases, the solid slab shall be executed with B3 type concrete using C2 formwork, and taking all necessary measures to ensure provision of passages for various pipes and vertical funnels as may be required, as well as the incorporation of various items.

4-3-2 Staircases

Staircases shall be constructed with type B3 reinforced concrete using type C3 formwork, in accordance with the shapes and dimensions indicated on plans. They shall comprise of stairs on reinforced platforms, landings and half-landings in solid slab. They shall be housed or semi-housed as indicated by the plans.

4-4 PLASTERING

4-4-1 Plastering with Cement Mortar

Nº 3 cement mortar plaster shall be applied on block work as may be required on reinforced concrete surface after raking.

The plastering operation shall involve cleaning of the support surface, application of spatter-dash for adherence, a preliminary coal and a finishing coat at plaster with a minimum overall thickness of 15mm. The operation must be carried out manually and the use of any mechanical or pneumatic devises is strictly forbidden. Plastered finishes on form worked concrete shall comprise an open joint. The plastering shall be perfectly aligned and smooth-finished, with angles perfectly rectilinear.

4-5 RAINWATER DRAINAGE

4-5-1 Rainwater Gutters

The gutters shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ; their internal dimensions shall be 50x50 cm and minimum wall thickness of 10cm.

4-5 Sewage Drainage

The system adopted is the use of one batch collection and treatment unit per building receiving all foul matter. The unit is the drained from time to time when it is full. The volume shall be determined on the basis of working design calculations for each individual case.

ROOF TRUSS AND COVERING

5-1 Timber roof structural frame

General Description

The works described in this section involve the construction of timber roof structure (including trusses and purlins) in hardwood.

- Trusses of hardwood agreed by the Project Manager shall compose of single frame rafters of 5cmx15cm and spaced at 1.50m interval. These treated with xylamom rafters will be solidly attached to the wall plate with the help of standby beam iron rods also spaced at 1.50m spacing, i.e.: eucalyptus, mahogany, iroko, etc.
- Purlins shall consist of 5x8cm timbers. All structural timber shall be treated with carbonyl or xylamon. The timber for the roof work will be of good quality, with the straight grain and free of any defect.

5-2 Roof Covering

The nature of the roof cover envisaged within the framework of the present project shall be 5/10 curved shape gauge enameled aluminum roofing sheets (colour to be chosen by the contract engineer) of ample length. The sheets shall be fixed onto the purlins using screw nails equipped with aluminum caps and bituminous rubbers gaskets.

- Facial board shall be 40cm wide and of high rib aluminum sheets (tôle BAC) of 5/10mm
- Ceiling Ceiling will be made of 4mm thick (red plywood on both sides). Fastened on noggins of 6cm thick or 5x5 and treated with carbonyl. The spaces for ceiling joist panel will be 60x120cm in size. Eaves shall be equipped with wire mesh ventilation holes and for external ceiling, light metal sheet (TOLE LISSE) shall be used at the eaves.

6 - JOINERY AND METAL WORKS

6-1 Scope

The work under this heading includes generally all inferior wood finish, such as doors and frames, transom, base, skirting board, cupboards, cases, cabinets, lockers, shelving, fittings for special rooms, etc... and all external wood finish as required by the drawings and specifications.

6-1-1 Doors Frame

Provided, unless otherwise specified in the details drawings, 18x5cm rebated frames or linings to all doors and fix to walls with four galvanized or wrought iron building in-lugs screwed to back of frame and built in to joints of block work.

Fix feet of all doorframes with 1cmx15cm mild steel rod doweled into frame and floor or all doors, factory manufactures, delivered to site with door hinged on and closed into the frame will be mounted with faces flushed with the finished plastered surface on the walls to take architraves.

6-1-2 Shelving

Provide 2.5cm hardwood shelving to cupboard alcoves as indicated where applicable on drawings fixed on 5cmx2.5cm framed gallon brackets. All shelving shall be filled 2.5cm clear of wall face with frames and shutters.

6-1-3 Metal Doors

All doors will be made of wrought iron double metal fitted on metallic frame anchored in the wall with angle 35mm metal of size; 2.20mx0.97m. Angle bar 35mm for metallic doors and for window frames and shutters. Moreover, all windows shall have fitted and fixture or solid metal protectors inside.

6-2 EXTERIOR HARDWOOD ENTRANCE DOORS

Furnish and set all wood entrance doors indicated on the drawings. The doors shall be made out of hardwood found in Cameroon. (Mahogany, Iroko, etc.) all of selected grade.

Rails, stiles and panels shall be solid. The doors shall be primed with one coat of pure white lead linseed oil paint before delivery except otherwise decided by the contract Engineer. The contractor reserves the right to take apart one door for examining the materials and method of construction.

Panels of exterior entrance doors shall be of the floating type, constructed on built-up cross of narrow strips of thickness required by the details, of Mahogany or hardwood timber with grain reserved in alternate trips, glued together under machine pressure. All glue used in the construction of these exterior doors shall be phonetic resin type capable of resisting any tests demanded by the Engineer. All surfaces of door shall be properly sanded and prime with one coal of pure white lead and linseed oil pain before delivery. When delivered at the building the doors shall be once fitted to the openings and all edges sealed with a heavy coat of approved paint by the Engineer except otherwise decided.

6-3 INTERIOR DOORS, TRIM, ETC...

Furnish and set all wood doors, transoms, amps, bars, trim, plinths, partitions, etc... as indicated on the details and scale drawings.

Sites and rails shall be blind-tenoned, wedged and glued together. Panels shall be tongued and grooved into stiles and nails, and glued together under machine pressure. Interior flush wood doors may be assembled with highly water-resistance glued and 2cm hardwood spiral dowel, five inches long, or with mortise and tenons with blind wedges.

6-4 WINDOWS

All windows shall be of glass and frame with aluminum vitreous enamel, in accordance with details working drawings. Unless otherwise indicated.

7 - PLUMBING - SANITARY

7-1 GENERAL

This section relates to all plumbing installations located within the building.

7-1-2 DEFINITION OF WORKS

THE WORKS INVOLVE:

- Construction of network for evacuation of foul waste, waste water and rain water from the building.
- Supply, installation and connection of sanitary equipment, including related pipe-work for the building.

The contractor for plumbing works shall execute all buried portions of the works as shall be necessary for the proper functioning of the structure, with exception of those aspects of works that are attributed to the section in charge of site works.

Pipes Diameters for Connection and Discharge Rates for Various Sanitary Installations.

WC English type	D 10/12	6l/min
Shower	D 12/14	12l/min
Wash hand basin	D 14/16	15I/min
	D 12/14	6l/min
Sink		12I/min
WC	D 12/14	

Pipes Diameters for Connection and Flow Rates for Various Sanitary Installation

Libes Digitions of A		
Shower	D 40	30l.min
Wash hand basin	D 32	45l/min
	D 40	30l/min
Sink	D 100	90/min
WC	<u> </u>	

7-2 RAINWATER – WASTEWATER AND FOUL WATER DRAINAGE

7-2-1 GENERAL

The pipes works shall consist of rigid evacuation series PVC tubs of appropriate diameter, including all necessary accessories for placing, assembling, connection, etc. waste water and foul water shall be evacuated separately. The networks shall transport their loads by gravity right up to the external inspection chambers.

Foul water is water discharged from the WCs.

Waste water comprises all other water discharges that need to be evacuated, including water from floor drains, but excluding rainwater collected from roofs, terraces and gutters.

Drainage plugs shall be provided at each change in flow direction, and if possible, at each single point.

Rainwater Drainage Network

In general, the assignment of the present section starts from the point of rainwater in roof gutters installed by the section responsible for roof cover and on terraces constructed by the section for waterproofing. Rainwater collected in the roof gutters is spilled on to the terraces or evacuated through PVC down-pipes of appropriate diameter, right down to the inspection chambers at the foot of the down-pipe.

The pipe works shall supported by means of metal rings (type: COLSON or equivalent) of appropriate diameter for evacuation of waste water and foul water.

Floor Drains

Floor drains in all the buildings if provided shall be of stainless steel, with retention basket, easily removable for purposes of cleaning. They shall be properly fitted into the floor finish in order to avoid standing water or accumulation of dirt.

7-2-2 Foul Water Chambers

These chambers shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ, their internal dimensions shall be 40x30cm.

7-2-3 Sewage Drainage

The system adopted is the use of one batch collection and treatment until per building receiving all foul matter. The unit is then drained from time to time when it is full. The volume shall be determined on the basis of working design calculations for each individual case.

8- ELECTRICAL INSTALLATION

8-1 DESCRIPTION OF STRUCTURES 8-1-1 GENERAL

The works described in this chapter involve the supply and full development of all materials necessary for the putting in place of electrical installations for the building.

8-1-2 SCOPE OF WORK

The works shall generally comprise of the following:

- Supply, transportation and installation of equipment
- Main distribution box
- Low voltage horizontal distribution boards
- All wiring for special connections
- All conduits and cable carriers normal lighting of all spaces
- Security lighting
- Small light fittings, sockets, switches
- Earthed socket and interconnection networks

The present works description is in no way restrictive, and the contractor shall supply all materials and execute all works within his professional domain that may be necessary for the complete execution of the structure.

The interior facilities (sheath VGV cables, TH etc...) will be executed according to the norms and the rules concerning electrical installations of the time of the oversite concrete or as the agglomerated hollow blocks walls are being raised. And necessary branching from Eneo network should respect the regulation in force. Accessories and luminous elements (sockets, switches, etc...) will be of good quality. The set of facilities will be joined to a general earth hold.

9-RENDERING (PLASTERING) AND COATINGS

9-1 Plastering With Cement Mortar

Nº 3 cement mortar plaster shall be applied on block work as may be required on reinforced concrete surface after raking.

The plastering operation shall involve cleaning of the support surface, application of spatter-dash for adherence, a preliminary coat and a finish coal of plaster with a minimum overall thickness of 15cm. The operation must be carried out manually and the use of only mechanical or pneumatic devices is strictly forbidden. Plastered finishes on form worked concrete shall comprise an open joint. The plastering shall be perfectly aligned and smooth-finished, with angles perfectly rectilinear.

9-1-1 Concrete surface finishes

Two types of concrete surface finishes are specified:

- A- Brute concrete surfaces
 - For this type, the works shall be carried out as follows: Prepare and refill voids, make good all defects on angles, joints, etc...
- B- Painted concrete surfaces:
 - For this type of concrete surface the following works shall be carried out: Prepare and refill voids, make good surface defeats as appropriate with TECNICOAT approved products, including all preparatory works prescribed for concrete surfaces to be painted.

9-1-2 Blinding Courses and Lintels

Make good binding courses, and lintels, window and door sills including verification of levels, and surface preparation to ensure proper adherence of plastering with mortar type.

3

9-2- SCREEDS, BUDDING UP, BASES AND WORKTOPS

9-2-1 Screeds and dubbing

They shall be executed with mortar type No 5 in conformity with thickness specified on architectural and structural drawings. In general these screeds will be smooth fished; they shall be pattern-finished in area where they constitute final floor finishing.

9-2-2 Bases and Worktops in Concrete:

Dosed at 350kg/m³ comprising formworks and reinforcement, with thickness as indicated on plans.

10-PAINTING

10-1 Scope

The work under this section shall include the furnishing of all material and labour to complete all interior and exterior painting as hereinafter specified for the building. The contractor shall be required to finish all interior and exterior painting in accordance with the various colours selected by the project owner for the various rooms, corridors and all other locations throughout the building in accordance with a colour schedule.

10-2 EXTERIOR WOODWORK AND METALWORK

10-2-1 Exterior Woodwork

Sash and doors including frames shall be painted in two coats of the specified oil paint in addition to the shop coat. Exposed surfaces of steel lintels shall be painted with the windows.

All other exterior woodwork not otherwise specified, shall be primed with a heavy coat of lead and oil paint on all sides and edges before erection, and painting with two coats of the specified finish paint.

10-2-2 Exterior Metal Work

Prior to finishing with the desired type of protective and decorative coating, all metal surfaces must be properly clean and prime with a rust inhibiting primer. The surface should be free of dust, scale, grease oil, wax or other contaminant that impair the adhesion of the primer.

Paint all surfaces of exterior structural metal work with red lead pigment or other suitable paint. All steel lintels in exterior walls (not connected by hangers, bolts, or otherwise to the structural steel work shall be painted in a field coat of red oxide before erection.

In addition to the shop coat of miscellaneous and ornamental ironwork all exposed exterior miscellaneous ornamental iron work shall be given two coats of zinc dust pigment or other suitable finish paints to be decided by the control Engineer. This shall also apply to all exterior lintels furnished under structural steel.

Galvanized iron railings and wirework shall be given one coat of approved galvanized iron primer and one coat of lead, zinc and titanium paint or aluminum as will be appropriate.

All exterior mild steel metal windows and doors, after being erected shall receive two coats of zinc dust pigment or other suitable paint.

10-3 INTERIOR WOODWORK

All woodwork, in addition to the staining and filling, lacquering or shellacking, specified to be done under other sections of work shall be finished with one coat of spare vanish as will appropriate or decided by the control Engineer. Prime veneer finished flush doors, solid timber panel doors, finishing architrave etc... and cabinets shall receive three coats of vanish. Plywood suspended ceilings; Cabinets under worktops in kitchens shall be painted in three coats of oil paint as appropriate.

10-3-1 Plaster, Concrete and Masonry

All plastered, concrete or masonry surfaces throughout the building (except the walls and the ceilings of the pipes and duct spaces) shall be painted as hereinafter specified.

The plastered walls and ceilings, including surfaces shall be given priming or first coat, and then finished with a second and final coat of exterior or interior acrylic, resin emulsion point. No painting is required on finished plastering that is permanently concealed of the back of fixed cabinets, etc.

10-4 PAINTS

All materials shall be delivered on the premises in the original sealed containers with the seal unbroken and with the name and trade brand of the manufacturer on each container. The

manufacturer shall also place on each container a label on which he recommends the thinner to be used with the particular paint or otherwise decided by the control Engineer.

The interior walls and the ceiling will be painted in pantex 800. The outside walls will be painted in pantex 1300

11- OUTSIDE AMENITIES AND LAYOUT PLANNING

11-1 RAINWATER CHAMBER

The chambers shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ; their dimensions shall be 40x30cm, and minimum wall thickness of 10cm.

11-1-1 Reinforced Concrete Covered Gutters

Covered reinforced concrete gutters shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ: their internal dimensions shall be 40x30cm and minimum wall thickness of 10cm.

11-2 RAINWATER - WASTEWATER AND FOUL WATGER DRAINAGE

11-2-1 GENERAL

The pipes works shall consist of rigid evacuation series PVC tubes of appropriate diameter, including all necessary accessories for placing, assembling, connection, etc. Waste water and foul shall be evacuated separately. The networks shall transport their loads by gravity right up to the external inspection chambers.

Foul water is water discharged from WCs.

Waste water comprises all other water discharges that need to be evacuated including water from floor drains, but excluding rainwater collected from roofs, terraces and gutters.

Drainage plugs shall be provided of each change in flow direction, and if possible, of each single point.

Rainwater Drainage Network

In general, the assignment of the present section starts from the point of rainwater in roof gutters installed by the section responsible for roof cover and on terraces constructed by the section for waterproofing. Rainwater collected in the roof gutters is spilled on to the terraces or evacuated through PVC down-pipes of appropriate diameter, right down to the inspection chambers of the foot of the down-pipe.

The pipe works shall be supported by means of metal rings (type: CALSON or equivalent) of appropriate diameter for evacuation of waste water and foul water.

Floor Drains

Floor drains in all the buildings if provided shall be of stainless steel, with retention basket, easily removable for purposes of cleaning. They shall be properly fitted into the floor finish in order to avoid standing water or accumulation of dirt.

11-2-2 Foul Water Chambers

These chambers shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ; their internal dimensions shall be 40x30cm.

11-2-3 Sewage Drainage

The system adopted is the use of one batch collection and treatment unit per building receiving all foul matter. The unit is then drained from time to time when it is full. The volume shall be determined on the basis of working design calculations for each individual case.

12- FLOOR AND WALL FINISHES

12-1 INTRODUCTION

This section of the specifications concerns works for all internal floor and wall tiles as well as all heavy finishes on external walls and concrete elements for the building. Generally floor tiles shall be of granite stoneware, porcelain stoneware or unglazed ceramics, and wall tiles shall be of grazed vitrified ceramics for external walls and glazed vitrified porcelain for internal walls. External block wall surfaces shall be finished with ordinary cement plaster (smooth finished) to receive paint, manufactured finishing mortar, or roughcast with patterned pebbled dash. External vertical structural elements in concrete shall be left in their natural smooth cement finish, or tiled. Pre-cast concrete horizontal elements and roof parapets shall receive tiling. Finishing joints shall be provided to mark changeover from one finishing type to another i. between vertical concrete elements (columns) and horizontal panels.

12-2 GENERAL

Porcelain stoneware tiles and vitrified ceramic tiles must be of good physical and chemical properties in conformity with stated codes: (BS, DTU, CSTB, Enamel porcelain institute, etc.) All tile work shall be clan upon completion, care being taken of all adjoining material and all work

shall be left in a satisfactory condition.

The surfaces to receive files shall be well wetted, and the tile well soaked with clean water before application, no more tiles shall be removed from the soaking tubs to drain board than to be applied within the hour.

- All wall tiles shall be laid up with vertical joints (not over 2mm thick), continuous and unbroken in perfect alignment
- The tile shall be buttered or floated to suit conditions
- Tiles shall be set, with type B mortar, to the required levels and planes with true lines and angles
- Cut edges of files shall be carefully ground and joined. Do all cutting and drilling required for setting and as may be required by others in a neat manner without marring the surface.

13-PROTECTION OF THE ENVIRONMENT

The entrepreneur will propose to the control engineer, before the beginning of works, the place of his/her yard facilities and will request his/her authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site cleaning, the extraction of bushes, the setting out of the building and general circulation.

The site must foresee an adequate drainage of waters on the whole surface. The maintenance and of washing areas should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the outflow of the polluting products toward the site and the neighborhood.

At the end of the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his/her material, and equipment. He should demolish all temporary installation, as foundation, support made of concrete or metallic, etc., in order to put back the site in its neatest initial state. No equipment or materials should be abandoned on the site or in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth and the site has to receive an adequate drainage in order r to avoid all erosion as the case may be.

Document No. 6: Schedule of unit prices

BILL OF QUANTITIES AND ESTIMATES FOR THE CONSTRUCTION OF A SKILLED CENTRE (G+1) AT THE NKUMU FED FED MULTIPURPOSE CENTE, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION

No	DESIGNATION OF WORKS	υ	_QTY_	Unit Price	AMOUNT
	100 - PREPARATORY WORKS				
01	Levelling of the site	Ls	1		
.02	Site installation	Ls	1		
103	Setting out	Ls	1		
104	Excavation for strip foundation and pillar footings	m3	122		
	Back filling and compaction	m3	88		
105	SUB TOTAL 100				
_	200 - CONCRETE AND BLOCK WORKS				<u> </u>
204		m3	4,2		
201	Learn concrete dozed at 30kg/m2 Reinhforced concrete dozed at 350kg/m3 for pillars				
ากว	footings, draft pillars and ground beams	m3	25,40		
202		m3	13,20		
203_	Mass concretge for strip foundation at 250kg/m3	1113	13,20		
	20cm cement blocks filled with concretre for		115,6		
204	foundation	m2			
20 <u>5</u>	Mass concrete to floors at 250kg/m3 100m thick	m3	17,5	 	
	SUB TOTAL 200			 	
	300 - ERECTION OF GROUND FLOOR				
301	15cm cement blocks for all walls	m2	288,15	<u> </u>	
	reinforced concrete dozed at 350kg/m3 for pillars				
302	lintels, floor beams and stair case	m3	<u> </u>		
	decking with hollow blocks (16+4) plus compression				
303	plate	m2	<u> 1</u> 75		
304	Over head plastering under decking	m2_	175	<u> </u>	
	1.5cm ordinary cement plaster to all walls, pillars and				
305	beams	m2	<u>5</u> 76,3		
			4		
306	Complete serving pit for the motor mechanic workshop	m2	1		
307	RC gutter round the building	m2	97,75	 	<u> </u>
308	Veranda/concrete pavement round the building	m2	98		
	SUB TOTAL 300			 	
	400 ERECTION OF FIRST FLOOR				
401	15x20x40 cement block for all walls	m2	266		
	Reinforced concrete dozed at 350kg/m3 for pillars				
402	lintels and ring beam	m3	10		
_	1.5cm ordinary cement plaster to all walls, pillars and	ļ			
403	beams	m2	_560	<u> </u>	
	SUB TOTAL 400				
_					
	500 - CAPENTARY, JOINERY, AND METAL WORKS				
_	Rafters, tie beams, struts and braces 5x15 (eucalysptus)				
504		u	21		
_		u	112		
505	1 11	m2	175		
506	Smill plywood and noggins to internal cening	1,2		 	
				1	1

508	Tole Bac 5/10 roofing sheets as roof cover	mi i	72		
509	Tole Bac fascia 5/10	mi	50		,
510	All roofing accessories	Is	1		
511	Top rigid 5/10	ml	25		
512	TAC - U metallic gutter for rain from roof	ml	50		
513	Smooth metal sheets 5/10 to roof eaves	m2	40		
	· .				
	Hard wood panel doors including all accessories				
514	Doors of 90x220	u	3		
515	Doors of 80x220	u	2		
516	Alluminium lifting doors for workshops	m2	39		
	Metal doors treated with ainti rust				
517	Metal doors of 120x220	u	4		
518	Metal doors of 90zx220	u_	1		
	Alliumium windows lifting including accessories				
519	Allu Windows of 120x120	m2	1,44		
520	Allu. Windows of 150x120	m2	16,2		
521	Allu. Windows of 80x120	m2	1,04		
522	Metal protectors to windows	m2	30,75		
	Metal balustras on the stair case and veranda 120m				
523	high	m2	30,85		
	SUB TOTAL 500				
	600 - PLUMBING, SANITARY AND TILING WORKS				
	All plumbing works in wet rooms, kitchen and PVC 100				
601	for rain water from the roof	ls	1		<u> </u>
602	Complete W/C Parma	u	2		
603	Flexible shower with floor drain	u	2		
604	Complete wash hand basin 50x50	u	1		
605	Complete double alluminum kitchen sink	u	1		
606	Wash hand basin mirror	u	3 _		
607	Toilet paper holder	u	1		
608	Septic tank for 14 users	u	2		
609	Soak away pit for 14 users	u	1		
610	Inspection chambers	u	9		
	Tiling of floors and work tops with 30x30 cm ceramic				
611	tiles includinjg the 4cm floor screed	m2	250		
612	Floors and work tops with 30x30 cm ceramic tiles	m2	24		
612	Tiling of toilet floor with 5x5 cm ceramic tiles	m2	10,4		
012	SUB TOTAL 600	1112	10,4		
	700 - ELECTRICAL AND PAINTING WORKS				1.
701	Conducting and filling of cups and boxes	ls	1		
702	Earth cable 4mm2	roll	1		-
702	Earth wire 16mm2	ml	20		
	-	roll	12		
704	Flexible gray tubes Sockets embeded in the walls (28±5)		37		
705	Sockets embeded in the walls (2P+E)	u	16	 	+
706	Junction boxes (160x160mm)	<u>u</u>			
707	Complete fluorescent lamps	u	20		+
708	Switches (1W-1G)	u	15		+
709	Switches (2W-1G)	u	2		

710	Single core cable (1,5mm2)	roli	8				
711	Single core cable 2,5mm2)	roll	10				
712	Fuse boxes (8ways)	u	2				
713	Line breakers (16amp)	u	8				
714	Connectors (30 amp)	pkt	3				
			_				
715	Complete incandescent lamp with 40 walt bulbs	u	6				
716	Earth rod (2m) and earth terminal	u	1				
717	Priming with eureka 1000	m2	<u> 1,136</u>				
718	Vaish to 15mm plywood ceiling	m2	180				
719	Pantex 1300 for external walls, pillars and beams	m2	416				
720_	Pantex 800 for internal walls and under decking	m2	420,28				
721	Oil paint to all joinery and metal works	m2	36,5				
	SUB TOTAL 700						
	800 - STONE RETAINING WALL	<u> </u>					
801	Excavation for foundation trenches	m3	40,8				
802	Back filling of foundation trenches and back of retaining wall	m3	30,8	<u> </u>			
803	Lean concrete 150kg/m3	МЗ	2,36				
804	Stone work to retaining wall	M2	233,3	<u> </u>			
805	Reinforced concrete for pillars , beam and coping of retaining wall	мі	17,68				
	SUB TOTAL 800						
	900- PAVEMENT OF YARD AND VRD		 	 			
901	Stone pavement of the yard	M2	1,9				
902	Reinforced concrete gutters of 40x30cm to protect the	mi	90,35				
903	Reinforced concrete slabs of 50x30cm on the gutter at	ml	20				
303	SUB TOTAL 900	1 -					
<u> </u>	TOTAL AMOUNT HT						
<u> </u>	TVA 19,25%						
AIR 2,2%							
TOTAL AMOUNT TTC							
	NET TO BE PAID						

Document No. 7: Schedule of sub-detail of prices

Document No. 8: Model contract

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD-OUEST

SERVICES DU GOUVERNEUR

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

GOVERNOR'S OFFICE

ONIT/ GOV/NWRTB/2019/OF CONTRACT No FOR THE CONSTRUCTION OF A SKILLS CENTER FOR THE UNDERPRIVILEGED AT THE NKUMU FED FED MULTI-PURPOSE CENTER IN BALI SUB -DIVISION IN MEZAM DIVISION NORTH WEST REGION Awarded after Open National invitation to tender No. ___ONIT/ GOV/NWRTB/2019/OF Authorising Officer the Regional Delegate of Economy Planning and Regional Development North West : [indicate name and full address of holder] HOLDER P.O. Box , <u>Tel:</u> <u>Fax:</u> _____ Business Registry No.____at Taxpayer's No.____ SUBJECT: Execution of _____works; :Region____ **PLACE** EXECUTION DEADLINE : _____ (____) months **AMOUNT IN CFA F:** IAT EVAT VAT AIR (Income tax) Net to be paid : [indicate the source of financing] **FINANCING** : [to be completed] **BUDGET HEAD** SUBSCRIBED ON:_____

> SIGNED ON:__ NOTIFIED ON:

REGISTERED ON:_____

Between:
The Government of the Republic of Cameroon, represented by hereinafter referred to the "Delegated Contracting Authority"
On the one hand,
And
(enterprise) P.O. BoxTel: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 la	ast of Contract No		C GOV/NWT	B/2019 OF	2019
Awarded after AMAI	RDED AFTER O <i>PEN</i>	I NATIONAL	INVITATION	IO IENDER NO_	ONT
GOV/NWRTB/2019	O/OF/2 ne Nkumu Fed Fed r	2019 for the C multi-nurnose	center in Bali	Sub -Division In M	lezam
Division north west i	reaion	nan parposo			
	-0				
With,					
					
For the execution of	f	works			
EXECUTION DEAD	DLINE	_() mo	onths		
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	VAT(AIR (1.1 or 1.65 %)				
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	Signature "Delega	ted Contract	ing Authority	,"	
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1					

Document No. 9: Forms and models to be used by bidders

Table of models

Annex No. 1: Model of declaration form

Annex No. 2: Model tender

Annex No. 3: Model bid bond

Model No. 4: Model final bond

Model No. 5: Model of start-off advance bond

Model No. 7: Model retention fund

Annex No. 7: Framework of schedule

ANNEX No.1: DECLARATION FORM

THE MODEL UNDERTAKING BY THE BIDDER

Name of project	
I (we) the undersigned 1	
Acting in the capacity of ² in the name and on beha	lf of ³
at	
I commit myself (we commit ourselves) in case my (our) tender is retained, to execute the contract within) months as from the date of notification of award of the contract.	
I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender for a period of ninety (90) days with effect from the deadline for submission of bids.	
Done at on	
Ger	neral Manager
	nature (s)
Bidder(s)	

¹ Name, first Name, Profession, résidence ² Position in the Enterprise ³ Company name

Annex No. 2: Model tender

I, the	undersigned	[indicate the name and capacity of signatory]
Repr	esenting the	_company or enterprise or group with head office at
regis	tered in the trade register of_	under the number No
adde for to cent After	endum (addenda): the invitation of a skills of the construction of a skills of the invitation of the i	the documents featured or mentioned in the Tender File including the n to tender noONIT/ GOV/NWRTB/2019/of/2019 enter for the underprivileged at the Nkumu Fed Fed multi-purpose ezam Division North West Region unt of the situation of the site and evaluated from my point of view and and difficulty of the works to be carried out; y signature, the schedule of unit prices as well as the quotations in refeaturing in the Tender File. The execute the works in accordance with the Tender File, in return for the sh for each type of structure which prices reveal the amount of the tender [in figures and words] CFA francs exclusive of VAT and francs Inclusive of all Taxes. [In figures and words]. The interpretation of the deadline of submission of bids. The for ninety (90) days from the deadline of submission of bids. The open structure of the following (in case of the real lots).
		ne sums due for this contract by crediting account No
open	ed inBan	Branch
Prior	to the signing of the contract	this tender accepted by you shall constitute an agreement between us.
Done	e at c	1
Signa	ature of	
in	the capacity of	luly authorised to sign the bids on behalf of

ANNEX No. 3: MODEL BID BOND

Addressed to [indicate the Delegated Contracting Authority and his address] "Delegated Contracting Authority"
Whereas the undertaking hereinafter referred to as the "bidder" has submitted his bid on for the construction of a skills center for the underprivileged at the Nkumu Fed Fed multi-purpose center in Bali Sub –Division in Mezam Division North West Region, 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 Delegated Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Delegated 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 Delegated 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 [Delegated Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Delegated Contracting Authority having to justify his request, given, however, that in his request the Delegated 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 Delegated 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 Delegated 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. 4: Model final bond

Bank: Reference of the bond: No
Addressed to the Governor of the North West Region "Delegated Contracting Authority"
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 the construction of a skills center for the underprivileged at the Nkumu Fed Fed multipurpose center in Bali Sub – Division in Mezam Division North West Region.
Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal <i>to [indicate the percentage between 2 and 5%]</i> of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,
Whereas we have agreed to issue the Contractor this guarantee,
We,
We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.
This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of <i>thirty (30) days</i> 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.5: MODEL OF START -OFF ADVANCE BOND

Bank
Reference of guarantee No
BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION WORKS
We(Bank) have been informed that a contract shall be signed between the Governor of the North West Region acting in the capacity of Contracting Authority, and acting as Contractor for the construction of a skills center for the underprivileged at the Nkumu Fed Fed multipurpose center in Bali Sub –Division in Mezam Division North West Region.
In compliance with the provisions of Article of Contract No, the Contractor shall be bound to present to the Governor of the North West Region, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start –off advance granted to the enterprise and amounting to CFA Francs
We(bank) do hereby commit ourselves, irrevocably and without arguing to pay to the Governor of the North West Region at a written request the Governor of the North West Region, and within three (03) weeks the amount of this guarantee that is to say, all the amount that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.
The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the Governor of the North West Region.
The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the Regional Tenders Board. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request. The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.
Done aton
Mr(Messrs) Signatures(s) & stamps of the bank

ANNEX No. 6: Model of performance bond (Retention fund)

Bank: Reference of the bond: No
Addressed to the Governor of the North West Region
Hereinafter referred to as "the Delegated Contracting Authority"
Whereas name and address of Supplier] hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the works of the construction of a skills center for the underprivileged at the Nkumu Fed Fed multi-purpose center in Bali Sub – Division in Mezam Division North West Region. Whereas it is stipulated in the contract that the retention fund fixed at 10 % 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,
Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of
And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Project Owner within the meaning of the contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to 10 % 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 on
[Signature of the bank]

ANNEX No. 7: Framework of schedule

Note on the presentation of schedules

The quantities, daily outputs, the duration of execution of works and the slowdowns or even interruptions must be clearly brought out in the schedules.

The financial schedule resulting from the schedule of works must indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.

Document No. 10: List of banking establishments and financial bodies authorised to issue bonds for public contracts

I- BANKS

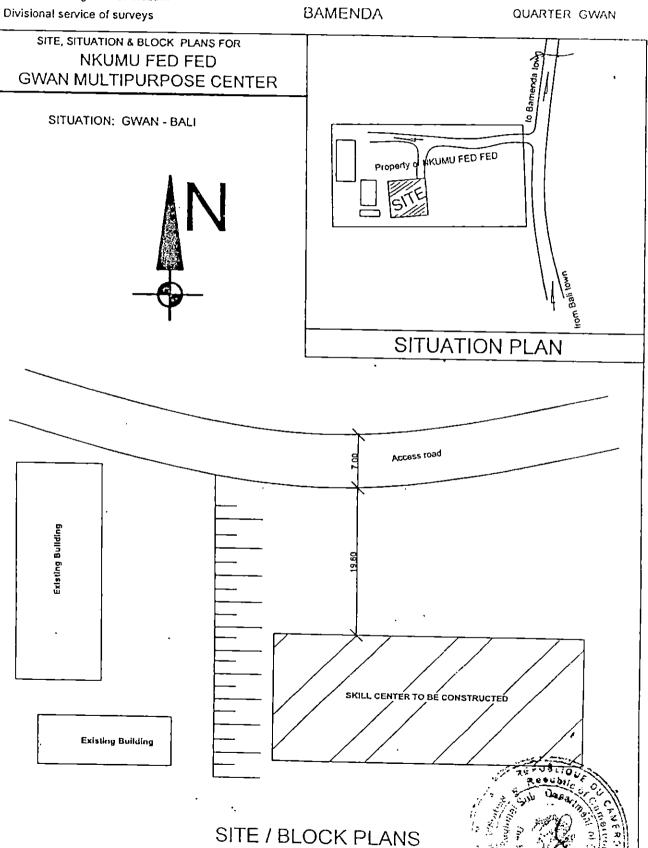
- 1. Afriland First Bank
- 2. Banque Atlantique
- 3. Banque Gabonaise pour le Financement International (BGFI BANK)
- 4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- 5. CITI Bank
- 6. Commercial Bank of Cameroon (CBC)
- 7. Ecobank
- 8. National Financial Credit Bank
- 9. Société 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.

II- Insurance companies

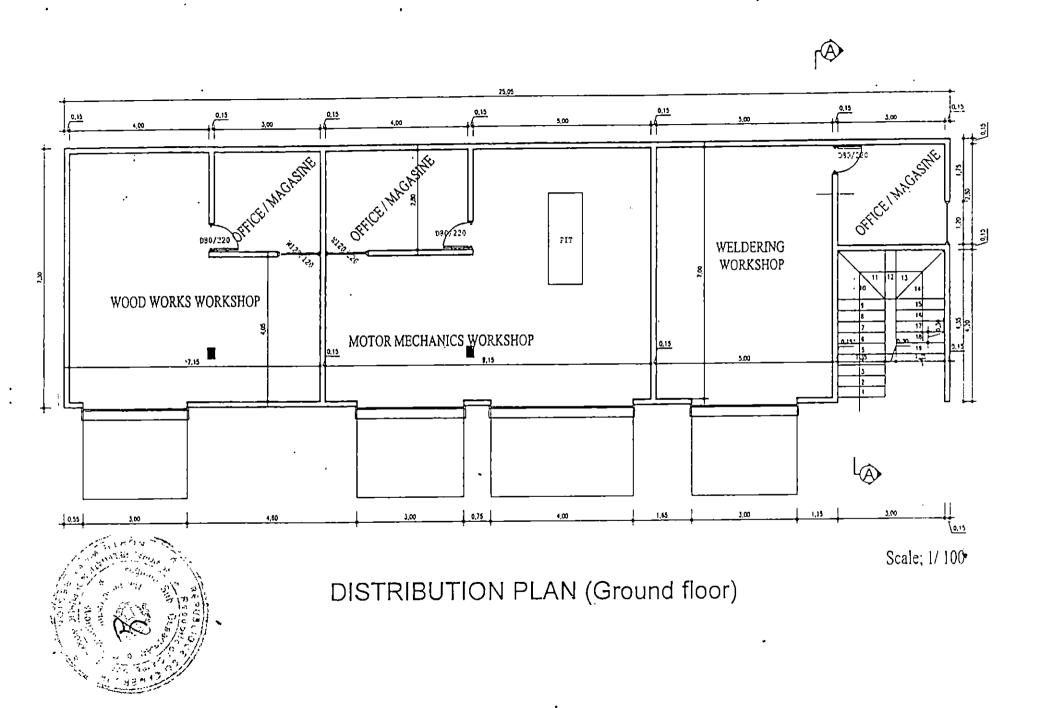
- 14. Chanas Insurance;
- 15. Activa Insurance
- 16. Zenithe Insurance SA BP Douala

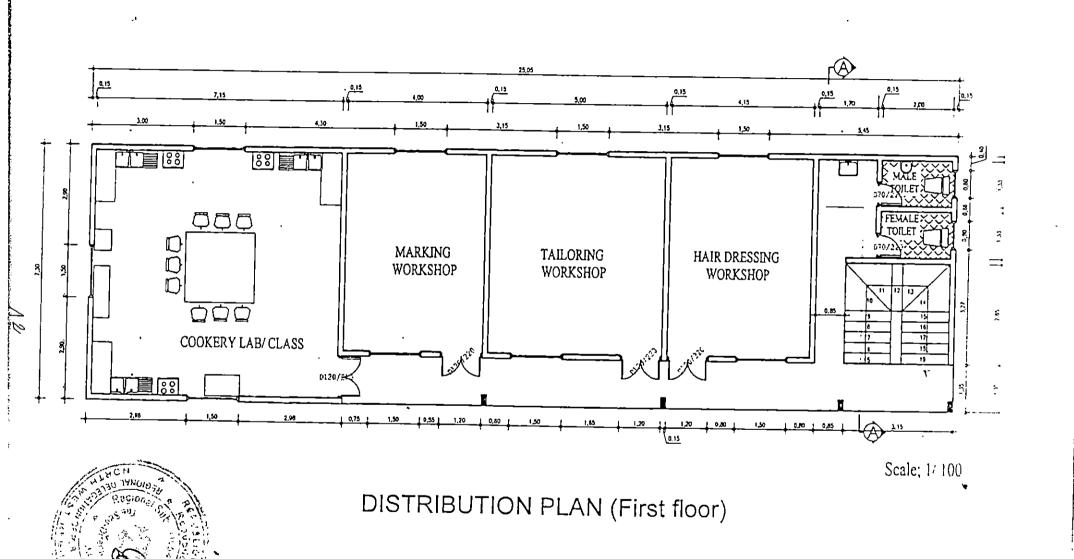
Ministry of state property and land tenue Divisional delegation of Mezam Divisional service of surveys REPUBLIC OF CAMEROON
Peace Work Fatherland
RAMENDA

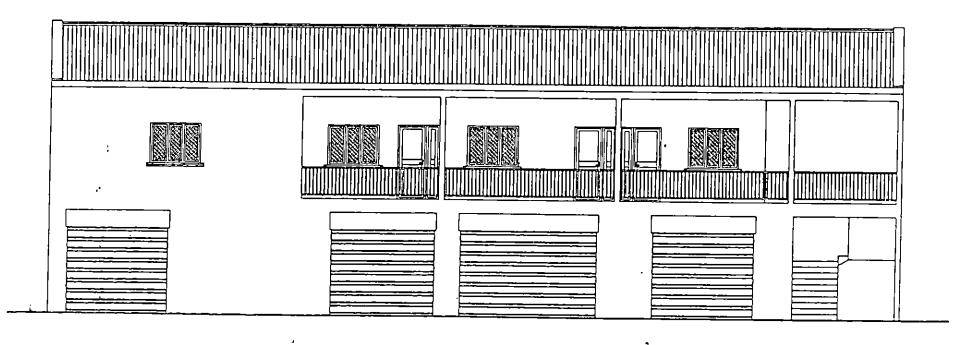
SUB-DIV BALI VILLAGE BALI QUARTER GWAN



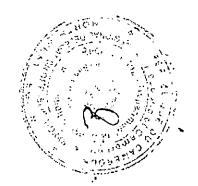
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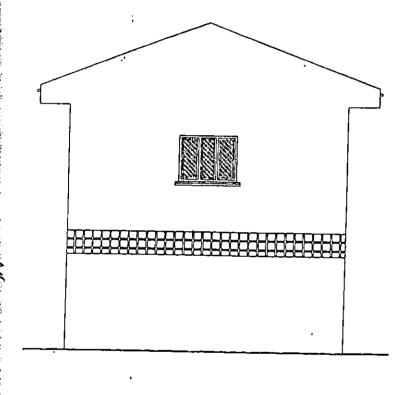






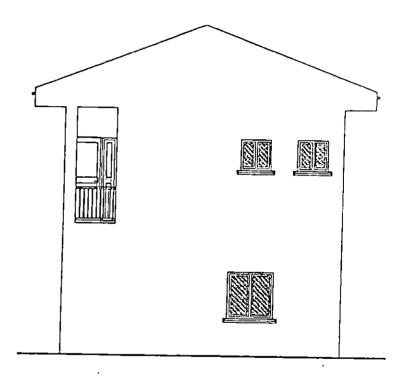
FRONT VIEW



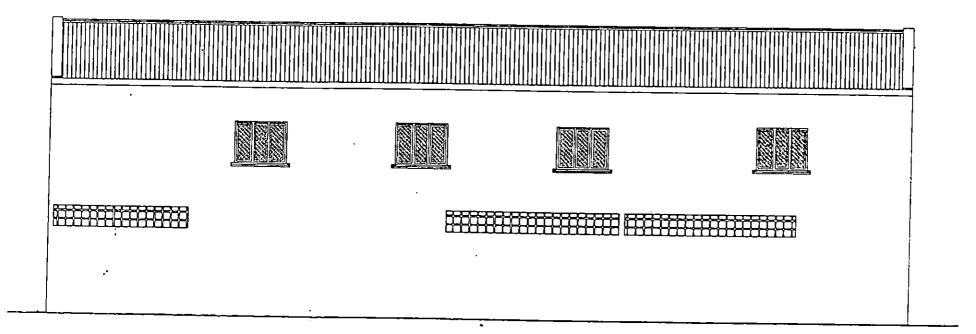


LEFT VIEW

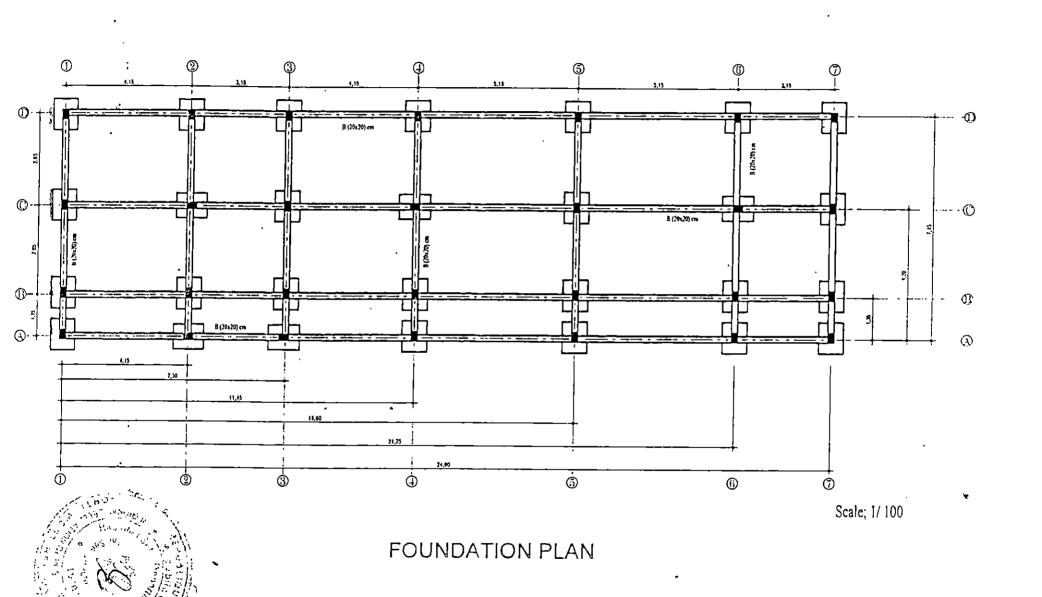


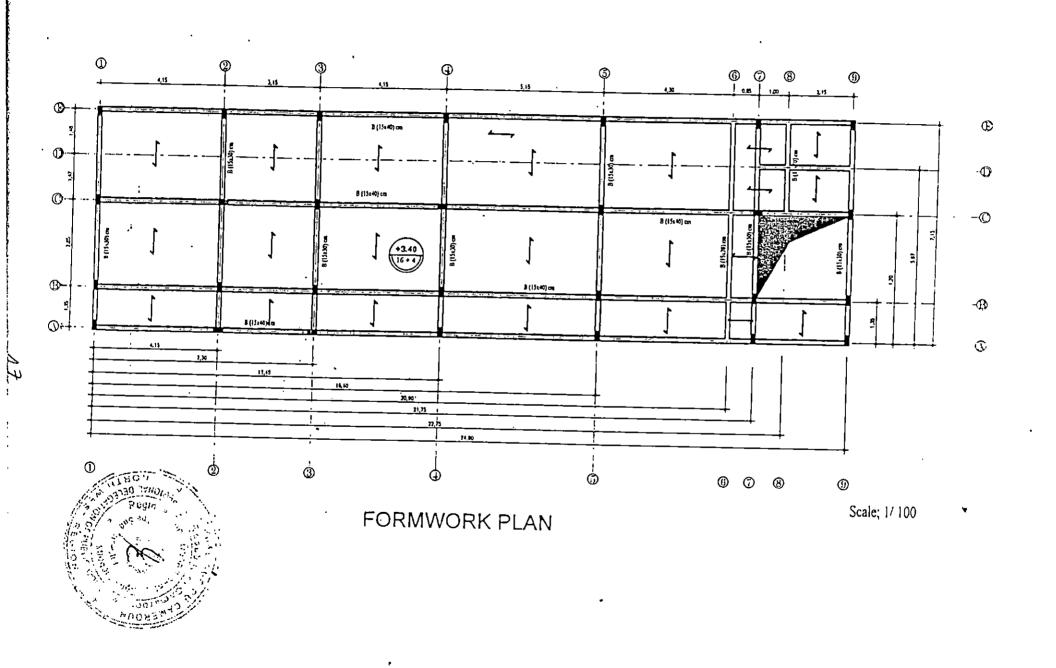


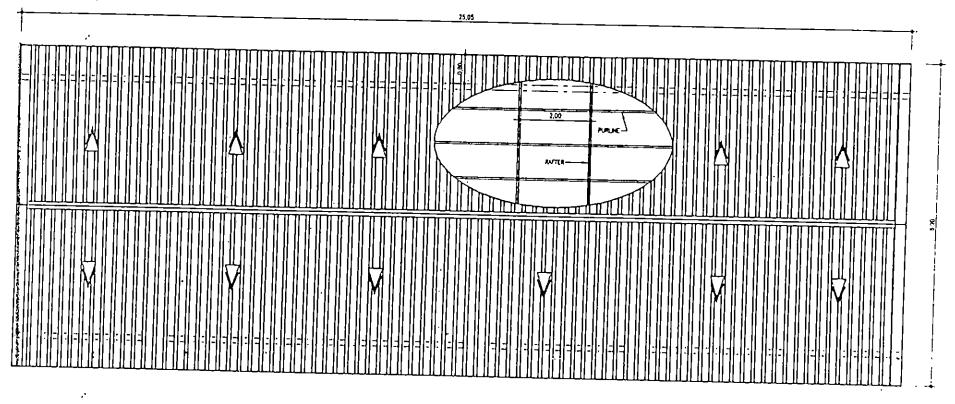
RIGHT VIEW



BACK VIEW



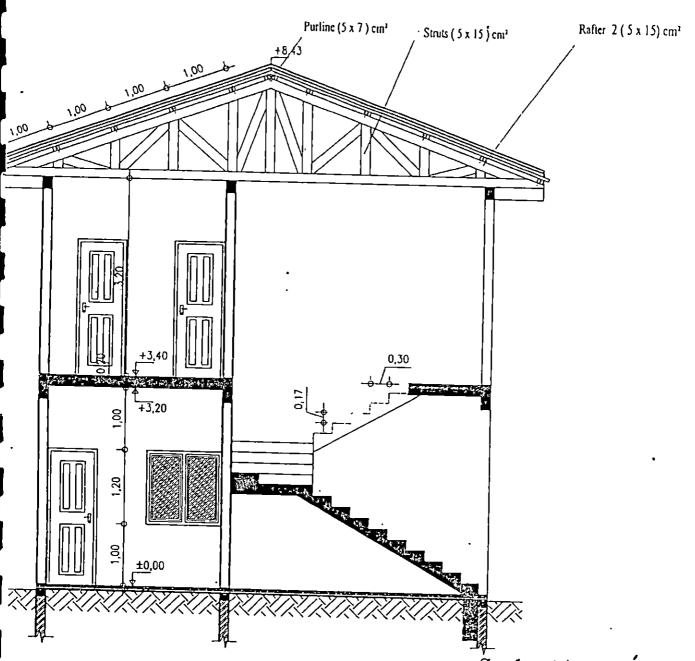












Scale; 1/75

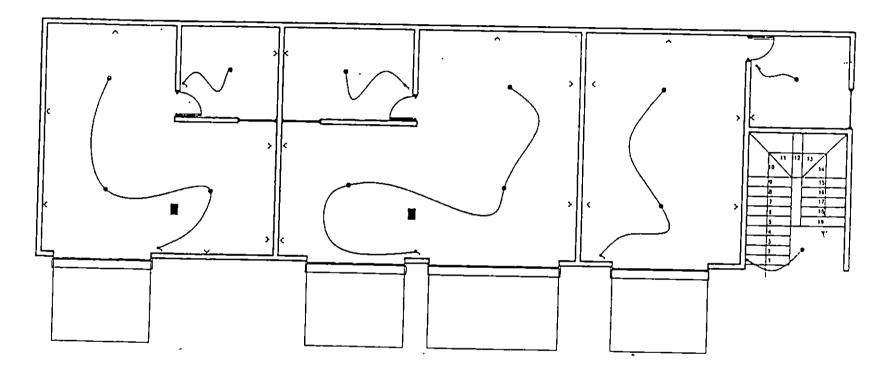
SECTION A-A





- Electric socket

Light Switch



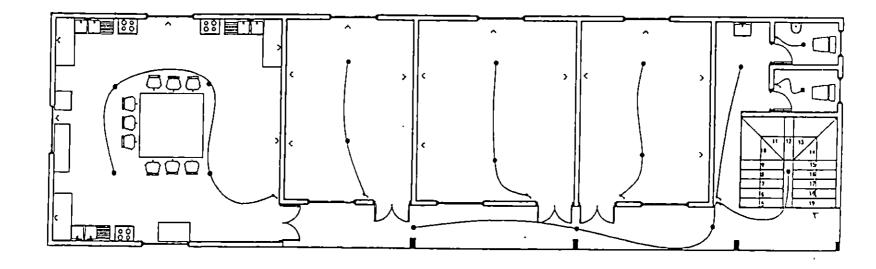




KEY
—— Electric cable

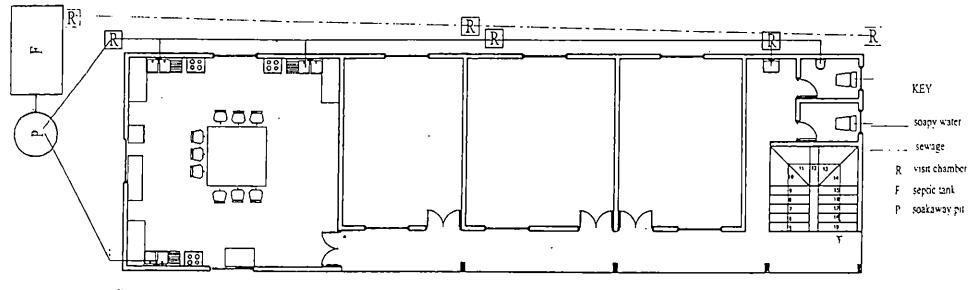
- > Electric socket
- Light

r× Switch





ELECTRICITY PLAN (First floor)





PLUMBING PLAN

