

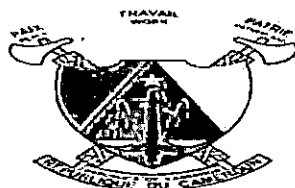
REPUBLIC OF CAMEROON  
*Peace – Work – Fatherland*

NORTH WEST REGION

DONGA MANTUNG DIVISION

NKAMBE COUNCIL

NKAMBE COUNCIL INTERNAL  
TENDERS BOARD



REPUBLIQUE DU CAMEROUN  
*Paix – Travail – Patrie*

REGION DU NORD OUEST

DEPARTMENT DU DONGA MANTUNG

COMMUNE DE NKAMBE

COMMISSION INTERNE DE PASSASSION DES  
MARCHES DE LA COMMUNE DE NKAMBEL

## OPEN NATIONAL INVITATION TO TENDER

### OPEN NATIONAL INVITATION TO TENDER

**№ 012/ONIT/NWR/DMD/NK.C/NK.CITB/2020 OF 9<sup>TH</sup> JUNE 2020 FOR THE  
CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE  
NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG  
DIVISION NORTH WEST REGION**

PROJECT OWNER: LORD MAYOR NKAMBE COUNCIL

FINANCING: MINSANTE PUBLIC INVESTMENT BUDGET (PIB) – 2020

LOT	PROJECT TITTLE	BUDGET HEAD	VOTE OF CHARGE
1	CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU)	IVO06409	5440531076416482221611

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FINANCIAL YEAR 2020

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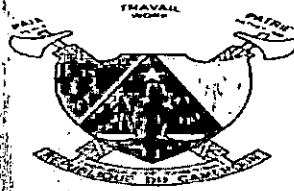
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## TENDER NOTICE

### OPEN NATIONAL INVITATION TO TENDER

N° 012/ONIT/NWR/DMD/NK.C/NK.CITB/2020 OF 9<sup>TH</sup> JUNE 2020 FOR THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION

1) **SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the 2020 state budget, the State of Cameroon represented by the the Mayor for Nkambe Council hereby launches under, EMERGENCY PROCEDURE of 21days an open national invitation to tender for THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA

2) **NATURE OF SERVICE:** Work to be done consists of

- Preliminary Works and Earth Works
- Foundation
- RC and Elevation
- Masonry Works
- Plastering
- Ceiling
- Pombing works

3) **DURATION OF EXECUTION :** The maximum deadline for the execution provided for by the Project owner shall be Three months (90 calendar days) with effect from date of notification of the Service Order to start work.

4) **Lots:** The works are in one (01) lot as follow: THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU)

LOT	PROJECT TITTLE	BUDGET HEAD	VOTE OF CHARGE
1	CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU)	IVO06409	5440531076416482221611

5) **Estimated cost:** The estimated cost after preliminary studies can be presented as on the table below:

LOT	Subject	Amount for the Project	Vote of charge N°	Expenditure authorization N°
1	CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU)	50, 000,000 FCFA	IVO06409	5440531076416482221611

6) **Participation and origin:** Participation in this invitation to tender is open to competent Cameroonian enterprises that are in compliance with the laws in force.

7) **FINANCING:** The said works shall be financed as per the programmed budget of the 2020 Public Investment Budget (PIB 2020) of the Republic of Cameroon under the MINSANTE assigned to the Mayor Nkambe Council.

8) **BID BONDS:** Each bidder must include in his administrative documents, bid bonds issued by a first-rate banking establishment approved by the Ministry in charge of finance and the list of which is found in document No. 12 of the Tender File, of an amount of One million (1,000,000) francs CFA , and valid for thirty (30) days beyond the date of validity of bids. It shall be released later within fifteen (15) days after the opening of bids, to the unsuccessful bidder (s), and shall be replaced with a final bond by the successful bidder.

9) **CONSULTATION OF TENDER FILE:** The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Project owner (Service in charge of contracts) during working hours at the NKAMBE COUNCIL TOWN HALL.

LOT	Subject	Locality	Bid Bond	Tender fee
1	CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU)	BINJU NKAMBE	1,000,000 FCFA	100,000 FRCS CFA

10) **ACQUISITION OF TENDER FILE:** The file may be obtained from the Nkambe Council Town Hall Tel: (237) 651123571/677544030 as soon as this notice is published against payment of a non-refundable sum of one hundred thousand (100,000) CFA francs, payable at the Nkambe Municipal Treasury.

11) **SUBMISSION OF BIDS:** Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one sealed external envelop containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. The sealed external envelop shall bear no information about the company and shall be deposited at the Nkambe Council Town Hall in the Service in charge of the award of contracts not later than 30<sup>th</sup> June 2020 at 10am local time. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed external envelop shall bear the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER**

**Nº 012/ONIT/NWR/DMD/NK.C/NK.CITB/2020 OF 9<sup>TH</sup> JUNE 2020 FOR THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION**

*(To be opened only during the bids opening session)*

12) **ADMISSIBILITY OF BIDS:** Under risk of being rejected, only originals, or true copies certified by the issuing service or administrative authorities 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 as at the date of submission of bids or established before 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, in the NKAMBE COUNCIL TOWN HALL, on 30<sup>th</sup> June 2020 at 11:00am. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bids opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected.

**14) Evaluation criteria**

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

**A. Eliminatory criteria**

1. -Absence or non-conformity of a document in the administrative file, and not submitted within 48 hours on request.
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Omission of a unit price and or quantified task on the bill of quantities and cost estimates
8. -Technical score less than 75% of the essential criteria;
9. -bidders with abandoned or overdue contracts, or suspended from public procurement

**B. Essential criteria**

- 1- General presentation of the tender bids;
- 2- Financial capacity;
- 3- References of the company in similar domain;
- 4- Quality of the personnel;
- 5- Technical organization of and methodology the works;
- 6- Attestation and report of site visit;
- 7- Logistics /equipment ;
- 8- Special Technical Clauses initialed in all the pages and signed on the last page;
- 9- Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

15) Award: This evaluation shall be done using the binary method of either (YES) or (NO) with an acceptable minimum technical score of at least 75% of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the bid with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied a 100% score of the eliminatory criteria and at least 75% score in the essential criteria.

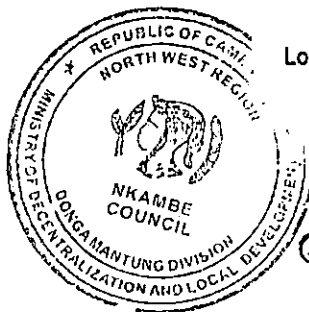
16) DURATION OF TENDER VALIDITY: Bidders shall remain committed to their bids for a period of ninety (90) days from the last date of submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

17) FURTHER INFORMATION: Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at the Nkambe Council Town Hall.

18) AMENDMENT TO THE INVITATION TO TENDER: The Project Owner reserves the right, if need be, to subsequently amend this invitation to tender in conformity with the public contract code.

Copies:

- MINMAP
- ARMP
- NK.CITB
- File/chrono
- Notice Boards



Nkambe, the 9<sup>th</sup> June 2020  
Lord Mayor Nkambe council  
(Project Owner)

*Non Muso*  
LORD MAYOR  
NKAMBE COUNCIL

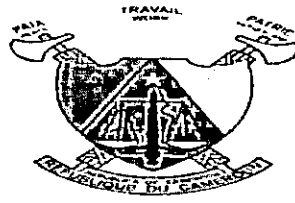
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COMMISSION INTERNE DE PASSASSION DES  
MARCHES DE LA COMMUNE DE NKAMBEL

## AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°012/AONO/ RNO/DDM/CNk./CIPMCNk./2020 DU 9 JUIN 2020 POUR LES CONSTRUCTION DU CENTRE DE SANTÉ INTÉGRÉ DE NKAMBE (BINJU) DANS LA COMMUNE DE NKAMBE, DEPARTEMENT DE LA DONGA MANTUNG, REGION DU NORD OUEST.

1) **OBJET DE L'APPEL D'OFFRES:** Dans le cadre de l'exécution du Budget d'Investissement Public 2020, l'Etat de Cameroun représenté par, le Maire de la Commune de Nkambe lance en PROCEDURE D'URGENCE De 21jours un Appel d'Offres national ouvert pour les travaux de CONSTRUCTION DU CENTRE DE SANTÉ INTÉGRÉ DE BINJU DANS LA COMMUNE DE NKAMBE, DEPARTEMENT DE LA DONGA MANTUNG, REGION DU NORD OUEST

2) **Consistance des travaux :** Les travaux comprennent notamment :

- Travaux preliminaires - Rerassements
- Foundation
- Beton Arme en Elevation
- Maconnerie
- Enduits Chapes et Divers
- Plafond
- Fluides

3) **DELAI D'EXECUTION :** Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de quatre-vingt dix jours continus (03 mois) à partir du jour de la notification de l'ordre de service.

4) **Allotissement :** Les travaux ci-après définis :

LOT	PROJECT TITLE	BUDGET HEAD	VOTE OF CHARGE
1	CONSTRUCTION DU CENTRE DE SANTÉ INTÉGRÉ DE NKAMBE (BINJU)	IVO06409	5440531076416482221611

5) **Coût prévisionnel :** Le coût prévisionnel de l'opération à l'issue des études préalables est de ;

LOT	OBJET DU PROJET	PREVISIONNEL	Vote of charge N°	N° De depense d'autorization
1	CONSTRUCTION DU CENTRE DE SANTÉ INTÉGRÉ DE NKAMBE (BINJU)	50, 000,000 FCFA	IVO06409	5440531076416482221611

6) **Participation et origine :** La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des travaux similaires.

7) **FINANCEMENT:** Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du MINADER au titre de l'exercice 2020 assigné au Maire de NKAMBE

Objet	Localite	quotion	Achat DAO
CONSTRUCTION DU CENTRE DE SANTÉ INTÉGRÉ DE NKAMBE (BINJU)	BINJU - NKAMBE	1,000,000 FCFA	100,000 FRCS CFA

8) **CAUTIONNEMENT PROVISoire:** Chaque soumissionnaire doit inclure dans ses documents administratifs, une garantie de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréée par le Ministère en charge des Finances d'un montant égal à 1,000,000 (Un million) francs CFA. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché,

le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

9) **CONSULTATION DU DOSSIER D'APPEL D'OFFRES :** Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services du maître d'ouvrage (Service des marchés) pendant les heures ouvrables à Mairie de NKAMBE.

10) **ACQUISITION DU DOSSIER D'APPEL D'OFFRES :** Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables à la Mairie de NKAMBE, contreversement d'une somme non remboursable de (100,000) franc cfa, payable à la Recette de la Mairie de Nkambe.

11) **REMISE DES OFFRES :** Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise au Service Interne de Passation des Marchés, situé à la Mairie de Nkambe, au plus tard le **30 Juin 2020 à 10H :00**. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Ce paquet devra porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°012/AONO/RNO/DDM/CNk./CIPMCNk./2020 DU 9 JUIN 2020 POUR LES CONSTRUCTION DU CENTRE DE SANTÉ INTÉGRÉ DE NKAMBE (BINJU) DANS LA COMMUNE DE NKAMBE, DEPARTEMENT DE LA DONGA MANTUNG, REGION DU NORD OUEST.**

12) **RECEVABILITÉ DES OFFRES :** Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

13) **Ouverture des plis :** L'ouverture des plis se fera le **30<sup>th</sup> June 2020 à 11H :00**, heure locale en une phase par la Commission interne de Passation des Marchés de la Maire de Nkambe, (SALLE DE CONFERENCE DE LA MAIRIE DE NKAMBE) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupeement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.  
- les dossiers administratifs et les offres techniques seront premièrement étudiés par les membres de la Commission Interne de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins **75% des points** de la notation sur des dossiers administratifs et techniques seront éliminées.

14) **ÉVALUATION DES OFFRES :** Les offres seront évaluées selon les conditions suivantes :

**A - Critères éliminatoires**

*Il s'agit notamment :*

- 1- Absence ou non-conformité d'une pièce administrative et non soumise dans les 48 heures sur demande ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à quatre mois) ;
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Absence ou insuffisance de la caution provisoire de soumission ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,
- 7- Absence d'un prix unité dans l'offre financière ;
- 8- Obtention des notes technique inférieure à **75%** des critères essentiels ;

**B - Critères essentiels**

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

- 1- 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- Attestation et rapport de visite du site ;
  - 7- Moyens logistiques ;
  - 8- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
  - 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.
- Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres

(RPAO).

15) **Attribution** : Cette évaluation sera binaire (OUI) ou négative (NON) avec un minimum acceptable d'au moins 75% de l'ensemble des critères essentiels pris en compte. Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

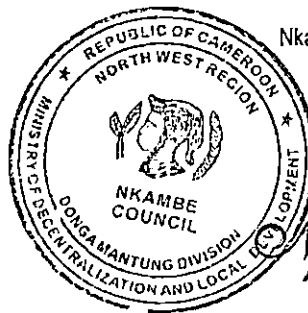
16) **DUREE DE VALIDITE DES OFFRES** : Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

17) **Les Renseignements Complémentaires** : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés situé à la Mairie de Nkambe

18) **Additif à l'appel D'offres**: L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

Copies :

- MINMAP ;
- ARMP;
- CIPMCNk. ;
- Chrono
- Affichage.



Nkambe, the 9<sup>th</sup> June 2020

**LE Maire**  
(MAITRE D'OUVRAGE)

*Mor Musa They*  
LORD MAYOR  
NKAMBE COUNCIL



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## A. General

### **Article 1: Scope of the tender:**

1.1 The Project owner as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender notice and briefly described in the Special Regulations.

1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.

1.3 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 Project owner 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:

a.1 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;

a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;

a.3 "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Project owner is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

a.4 "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:

b.1 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

b.2 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.

b.3 The Project owner 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 Project owner or Project Owner.

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

5.1 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:

6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and

6.1.2 Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and contracts awarded;
- (iv) Pending litigations; and
- (v) Availability of indispensable equipment.

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

- a. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- b. The bid and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- d. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Project owner 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 authorize 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 organize a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

## B. TENDER FILE

### **Article 8: Content of Tender File:**

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

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

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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

Document No. 10. Model documents of the contract:

- The execution schedule;

- Model of forms presenting the equipment, personnel and references;

- Model bidding letter;

- Model bid bond;

- Model final bond;

- Model of bond of start-off advance;

- Model of guarantee in replacement of the retention fund;

- Model contract;

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

- Model contract;

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

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

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

### **Article 9: Clarifications on the Tender File and complaints**

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Project owner in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Project owner replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

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

9.4 The Project owner 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 Project owner 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.

In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Project owner 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 Project owner 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 Project owner 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**

a.1 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;

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

a.3 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 organization and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 **Proof of acceptance of conditions of the contract:** The bidder shall submit duly initialed copies of the administrative and technical documents relating to the contract, namely:

- The Special Administrative Conditions (SAC);
- 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;
- The duly filled Unit Price Schedule;
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all in prices;
- The projected schedule of payments, where need be.

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

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

**Article 14: Bid price:**

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

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

**Article 15: Currency of bid and payment**

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

15.2 **Option A:** The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

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

a. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

a. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Project owner 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 Project owner and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

**Article 16: Validity of bids:**

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Project owner or Project Owner as not being in compliance.

16.2 Under exceptional circumstances, the Project owner 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 Project owner addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

#### **Article 17: Bid bond**

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Project Owner 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:

b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

b.3 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 Secondary solution of the Project owner as described in the Tender File and furnish in addition all the information which the Project owner 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 Project owner will examine only the technical variants of the bidder whose bid is in compliance with the Secondary 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 Project owner at least one week before the meeting. The Project owner may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Project owner 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 initialed by the signatory (ies) of the bid.

20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialed by the signatory (i.e.) 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 Project owner at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Project owner to 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 Project owner 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 Project owner 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 Project owner 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 Project owner 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 Project owner 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 Project owner prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorized 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 Project owner 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 initialed 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 Project owner 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 Project owner for reasons having to do with his bid may do so in writing.

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

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

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

#### **Article 28: Determination of compliance of bids**

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

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

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

- Which substantially limits the scope, quality or realization of the works;

- which substantially limits, contrary to the Tender File, the rights of the Project owner or his obligations in relation to the contract;
- 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 Project owner 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 authorized 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 Project owner 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 Project owner 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.

## F. AWARD OF THE CONTRACT

### **Article 34: Award**

34.1 The Project owner 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 Project owner to declare an invitation to tender unsuccessful or cancel a procedure:** The Project owner reserves the right to cancel a procedure or 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 Project owner 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 Project owner 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 Project owner 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 Project owner 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 Project owner has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

### **Article 39: Final Bond**

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

39.2 The bond whose rate varies between 2 and 5 per cent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

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

Ref. of the General regulations	General
1.1	<b>Definition of works: CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION</b> <b>Name and address of the Contracting Authority: , Mayor for Nkambe Council, Project Owner</b> <b>Reference of Invitation to tender: N°012/ONIT/NWR/DMD/NK.C/NK.CITB/2020 OF 9<sup>th</sup> June 2020</b>
1.2	DURATION OF EXECUTION : Ninety (90) days
2.1	<b>Source of financing: Works which form the subject of this invitation to tender shall be financed by the 2020 Public Investment Budget of the MINSANTE,</b>
3.1	List of pre-qualified candidates, not applicable
4.1	<b>Origin of materials, equipment, supplies: The materials will generally be from sources in Cameroon.</b>

### 6.1 Evaluation criteria

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

#### Eliminatory criteria

1. -Absence or non-conformity of a document in the administrative file, and not submitted within 48 hours on request.
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Omission of a unit price and or quantified task on the bill of quantities and cost estimates
8. -Technical score less than 75% of the essential criteria;
9. -bidders with abandoned or overdue contracts, or suspended from public procurement

#### Essential criteria

- 1- General presentation of the tender bids;
- 2- Financial capacity;
- 3- References of the company in similar domain;
- 4- Quality of the personnel;
- 5- Technical organization of and methodology the works;
- 6- Attestation and report of site visit;
- 7- Logistics /equipment ;
- 8- Special Technical Clauses initialed in all the pages and signed on the last page;
- 9- Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

The criteria relating to the qualification of candidates could be indicated as follows:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO). This evaluation will be done in a purely binary way (yes) or (no) with an acceptable minimum from at least 75% of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

**ARTICLE 7: Language of the bids:** The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

**ARTICLE 8: PRESENTATION OF THE BIDS**

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:

- A) Administrative FILE
- B) Technical FILE
- C) Financial FILE

**8.1 External envelope:** Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall not carry any mark or sign that can lead to the identification of the bidder and shall be written.

**N° 012/ONIT/NWR/DMD/NK.C/NK.CITB/2020 OF 9<sup>TH</sup> JUNE 2020 FOR THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION**  
*(To be opened only during the bids opening session)*

**8.2 Internal envelopes**

Three (03) internal envelopes must be sealed in an external envelope.  
 The first internal envelope shall be labeled:

<<ENVELOPE 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.**

DOCUMENT N°	DESCRIPTION	Yes	No
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file		
A.6	A bid bond issued by a first rate bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of center for taxation		
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).		
A.11	Certified Copy of a valid taxpayers card delivered by the chief of center of Taxes.		
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		

<b>B.1</b>	<b>General presentation of the bids</b>	<b>Yes</b>	<b>No</b>
	-Document spiral bound -Table of content page -Colour page separation - Presentation of documents in the order given in this tender file		
<b>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b>		
<b>B.2.1</b>	List of references of the enterprise in similar jobs (at least 15,000,000 FCFA) justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2019 projects) Minimum acceptable: 02 Contracts realized in the domain of electricity over the past 05 years		
	1st Reference		
	2nd reference		

<b>B.3</b>	<b>QUALIFICATION AND EXPERIENCE OF TECHNICAL STAFF</b>		
<b>B.3.1</b>	<b>01 works supervisor (at least Degree or equivalent certificate)</b>		
	Qualification of the works supervisor: (Bachelor Degree in CIVIL or Rural Engineering (BAC +3)		
	Professional experience of the project engineer ≥ 03 years (signed CV)		
	➤ CV signed by the supervisor, .....		
	➤ A certified copy of the technical diploma .....		
	➤ An attestation of availability signed by the supervisor.....		
	➤ Certified copy of ID card.....		
<b>B.3.2</b>	<b>01 Site foreman(Higher National Diploma (HND)</b>		
	Qualification of the Site foreman: (HND certificate in Civil or Rural Engineering (BAC +2 or equivalent certificate)		
	Professional experience of the Site foreman ≥ 03 years (signed CV)		
	➤ CV signed by the supervisor, .....		
	➤ A certified copy of the technical diploma .....		
	➤ An attestation of availability signed by the supervisor.....		
	➤ Certified copy of ID card.....		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
<b>B.4.2</b>	Organigram of the project (Specify names of the personnel handling the various functions)		
<b>B.4.3</b>	Logical sequence for the execution of the task		
<b>B.4.5</b>	Quality control method		
<b>B.4.7</b>	Environmental protection measures		
<b>B.4.8</b>	Security and safety at the site		
<b>B.4.9</b>	Duration of execution with respect to the Tender file		
<b>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
<b>B.5.1</b>	Proof of ownership or rental of a pick-up or other vans		
<b>B.5.2</b>	Proof of ownership or rental of a dump truck		
<b>B.5.3</b>	Proof of ownership or rental of other relevant equipment		
<b>B.5.4</b>	Proof of ownership of electrical/ wood drilling kit:		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
<b>B.6.1</b>	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
<b>B.7</b>	<b>Attestation of site visit</b>		
<b>B.8</b>	Comprehensive report of site visit signed by the company engineer and justified by photos		
<b>B.9</b>	Special Technical Clauses initialed on all the pages and last page signed and stamped.		
<b>B.10</b>	Special Administrative Clauses completed and initialed on all the pages and last page signed and stamped.		

**ENVELOPE C- FINANCIAL FILE**

No.	DESIGNATION.	YES	NO
C1	A tender letter, signed, dated and stamped.		
C2	Completed and signed frame work of unit prices.		
C3	Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) (initialed with company stamp and last page Signed)		
C4	Sub details of unit prices		

- The bidders shall use for this purpose the documents and models provided in the Tender file, 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 pages in the original as well as in the copies, so as to facilitate the examination

**Supply price**

**ARTICLE 9: Currency of payment:** This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non revisable for the whole of the works and the equipment defined in the present Invitation to tender. The corresponding amount shall be calculated inclusive of all taxes and the prices shall be obligatorily expressed in francs CFA.

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

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 bids.

**ARTICLE 10: Transport and delivery:** The materials 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.

**ARTICLE 11: Guarantee and retention guarantee:**

**11.1 Provisional guarantee:** The amount of the provisional guarantee or guarantee of tender is fixed at 2% of the contract all taxes inclusive. The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

**11.2 Guarantee Retention:** Guarantee Retention of ten 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 reception of work.

**ARTICLE 12: Period of validity of the bids:** The bidder will remain committed to his bid for ninety (90) days as from the handover date of the bids. If at the end of this period, the contract were not notified to him, the bidder will be able, either to cancel his bid, or to ask for a new negotiation of the unit prices.

**ARTICLE 13: A number of copies of the bid which must be filled and sent:** The tender, as all the parts accompanying it shall have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder shall present his documents inside a sealed external envelope being marked:

**№ 012/ONIT/NWR/DMD/NK.C/NK.CITB/2020 OF 9<sup>th</sup> JUNE 2020 FOR THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION**

*'To Be Opened Only During The Bids Opening Session'*

**ARTICLE 14: Date and latest time of deposit of bids:** The shall be submitted in sealed external envelope latest 30<sup>th</sup> June 2020 at 10:00am, by mail registered with acknowledgement of delivery or by deposit against receipt (to be presented by bidder upon opening of bids) to the following address:

**NKAMBE COUNCIL TOWN HALL SERVICE OF CONTRACTS AWARDS  
TEL: 651123571 / 677544030.**

Beyond this time bids shall no longer be received or accepted.

**ARTICLE 15: Opening of the bids:** The opening of the bid shall be carried out in the conference room of the NKAMBE COUNCIL TOWN HALL on 30<sup>th</sup> June 2020 as from 11:00 AM, by the Tender 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 16: Award of the contract:** The Tenders Board shall propose to the Project Owner the award of the contract to the bidder who shall presented an offer with the lowest amount and conforming with the Regulations Of The Tender File And The Public Contract Code, and having satisfy to 100% of all the eliminatory criteria as well as at least 75% technical score in the essentially criteria. The decision carrying award of the contract shall be published by way of press release or any other means of publication used by the Administration.

**ARTICLE 17: COMMENCEMENT OF WORK:** Before the commencement of work the contractor must be installed on the site by the commission as per the contrats terms, in keeping with the public contract's code

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

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## Chapter I: General

**Article 1: Subject of contract: the CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION**

**Article 2: Contract award procedure:** This contract shall be awarded through an Open National Invitation To Tender

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

**3.1 General definitions (cf. Code)**

- The Authority in charge of public contracts is MINMAP, represented by the **Divisional Delegate of Public Contracts for Donga-Mantung**
- The **Project Owner**: shall be the **Mayor NKAMBE Council**: He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The **Contract Engineer**: shall be the **Divisional Delegate of MINTP for Donga-Mantung**, hereinafter referred to as the Engineer.
- The **Project Owner/ authorizing officer**: is the **Mayor Nkambe Council**. He represents the beneficiary administration of the works.
- The **Contract Manager**: shall be the **S.G. Nkambe Council**. He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
  - The **Project Manager** shall be the **CDO Nkambe Council**: He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
  - The **Control Brigade of MINMAP** shall carry out routine controls at all levels (award process and execution proper) with regards to this jobbing order
  - The contractor shall be **The Successful Bidder**

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

In this case:

- The authority in charge of ordering payment shall be **Mayor Nkambe Council**
- The authority in charge of the clearance of expenditures shall be *the Divisional Finance controller*.
- The body or official in charge of payment shall be *the Nkambe Council Municipal Treasurer*.
- The official competent to furnish information within the context of execution of this contract shall be *the Mayor Nkambe Council*

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

**4.1** The language to be used shall be *English or French*.

**4.2** 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:

- 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;
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract.

**Article 6: General instruments in force:** This contract shall be governed by the following general instruments in force.

1. Decree NO. 2018/366 of 20th June 2018 to institute the Public Contracts Code
2. Decree N.2018/345 of 12 June 2018 to lay down the common rules applicable to Public enterprises
3. The Mining Code;
4. Instruments governing the various professional bodies;
5. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
6. 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;
7. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;;
8. 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;
9. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
10. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;

11. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
12. Circular 0008349/C/M INFI of 30/12/2019 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
13. Unified Technical Documents (DTU) for building works;
14. Applicable standards;
15. Other instruments specific to the domain concerned with the contract.

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

**7.1 Copies of All communications within the framework of this JOBBING ORDER shall be sent to MINMAP and shall be written and notifications sent to the following address:**

- a) In the case where the contractor is the addressee: Sir/Madam THE CONTRACTOR  
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to Nkambe, the chief town of the Division in which the work was done;
- b) In the case where the Project Owner is the addressee:  
Sir/Madam Mayor Nkambe Council with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, and Project Manager and where need be, within the same deadline.
- c) In the case where the Project owner is:  
Sir/Madam Mayor NKAMBE Council with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

**7.2** The contractor shall address all written notifications or correspondences to the Project engineer with a copy to the Contract Manager.

**Article 8: Administrative Orders (Article 8 of GAC):** The various Administrative Orders shall be established and notified as follows:

**8.1** The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, MINMAP, 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 DURATION OF EXECUTION shall be signed by Project owner and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, MINMAP, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

**8.3** Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority, MINMAP and Contract Manager.

**8.4** Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, MINMAP 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 Project owner and notified by his services to the contractor with a copy to MINMAP, 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 Project owner and notified by the Project Owner, the notification must be done within a maximum of five (5) days from the date of transmission by the Project owner to the Project Owner. Beyond this deadline, the Project owner 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** This contract shall be in one phase only. 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)**

**10.1** Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall be replaced by a member of staff with one of equal competence

10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

## Chapter II: Financial conditions

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

**11.1 Final bond:** The final bond shall be set at 5% of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Project owner upon request by the contractor.

**11.2 Performance bond:** The retention bond shall be set at 10 % of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor.

**11.3 Guarantee of start-off advance:** [ (20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

**Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented):** The amount of this contract as indicated by the attached [detail or estimates] is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in letters) CFA francs inclusive of All Taxes; that is:

- Amount exclusive of VAT: \_\_\_\_\_ (\_\_\_\_\_) CFA F
- Amount of VAT: \_\_\_\_\_ (\_\_\_\_\_) CFA F.
- Amount of TSR and/or \_\_\_\_\_ CFA F
- Total taxes..... CFA F
- Net to be paid= EVAT-TSR and/or AIR

**Article 13: Place and method of payment:** The Project Owner shall release the sums due in the following manner:

a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. \_\_\_\_\_ opened in the name of the contractor in the \_\_\_\_\_ bank.

### 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 unforeseen.

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 Project Manager in *five (05)* copies at the beginning of each stage.

**Article 33: Provision of documents and site (article 42 of the GAC):** A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager*. The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

**Article 34: Insurance of structures and civil liabilities (article 45 of GAC):** The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (*to be adapted*):

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

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

### 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 Contract Manager after the endorsement of the Project Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

- Either the indication "GOOD FOR EXECUTION";
- Or the indication of their rejection including the reasons for the said rejection.

The contractor has eight (8) days to present a new draft. The Project Manager and Contract Manager then have a deadline of five (5) days each to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the DURATION OF EXECUTION.

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Project owner without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Project owner 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 Secondary life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.

c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

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

### 35.2 Execution draft

a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the *Contract Manager or Project Manager* at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The *Contract Manager* has a deadline of *five (05) days* to examine and make known his observations. The contractor then has a deadline of [04] *four days* to present a new file including the said observations.

35.3 In case of the non observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non observation of the provisions of the contract, especially:

- Late submission of final bond;
- Late submission of insurances;
- Late submission of the draft execution schedule if the lateness is caused by the contractor.

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

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

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

25.1 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 Manager has up to five (05) days to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has up to five (05) days to return the signed final detailed account.

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

26.1 The Project Manager has up to five (05) days to *establish the general detailed account and forward to the contractor after final acceptance.*

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority.

**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 AIR 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: (*see 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: Duration of the execution of the contract (article 38 of the GAC)**

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **ninety (90) day (Three months)**

**Chapter V: Sundry provisions**

**Article 45: Termination of the contract (article 74 of the GAC)**

The contract may be terminated as provided for in Decree No. 2018/366 of 20<sup>th</sup> 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 46: Case of force majeure (article 75 of the GAC):** If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- *Rainfall: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: decennial flood frequency.*
- *Uprisings and demonstration for more than two weeks.*

**Article 47: Disagreements and disputes (article 79 of the GAC):** Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

**Article 48: Production and dissemination of this contract:** Ten (10) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

**Article 49: Entry into force of this contract:** This contract shall be final only upon its signature by the Project Owner. It shall enter into force as soon as it is notified to the contractor by the Project Owner.

**Article 50: INFORMATION TO BE POSTED:** The Contractor shall put up a visible sign board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance to the site at a place approved by the Project Engineer, bearing the following text:

<p>REPUBLIC OF CAMEROON Peace - Work – Fatherland CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION</p> <p>AUTHORISING OFFICER /PROJECT OWNER: LORD MAYOR NKAMBE COUNCIL</p> <p>CONTRACT ENGINEER: THE DIVISIONAL DELEGATE OF MINTP DONGA-MANTUNG</p> <p>PROJECT MANAGER: THE DIVISIONAL DELEGATE OF CDO NKAMBE COUNCIL, DONGA-MANTUNG</p> <p>EXTERNAL CONTROL : THE CONTROL BRIGADE OF MINMAP DONGA MANTUNG</p> <p>CONTRACTOR:.....</p> <p>FINANCING: 2020 PUBLIC INVESTMENT BUDGET (MINSANTE)</p> <p>DURATION OF CONTRACT: THREE MONTHS (90 calendar days)</p>
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**Article 36: COMMENCEMENT OF WORKS.**

Before the start of works, the authorizing officer shall convene an enlarge site meeting with the following in attendance:

-The authorizing officer.....	Chair person	-The project manager.....	Member
-The Contract Engineer.....	Secretary	-The control brigade MINMAP...	Member
-The DD MINEPAT.....	Member	- Contract manager.....	member
		-The contractor.....	member

**Article 37: Implantation of structures:** The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the Secondary 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 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.

NB: the Site logbook must be such that two carbon copies of each page are left behind.

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

**Chapter IV: Acceptance**

**Article 42: ACCEPTANCE**

42.1 PRE- ACCEPTANCE OPERATIONS: Before the acceptance of the works the contractor shall ask in writing to the control Engineer through the project owner, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

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

These operations shall be subject to a site report drawn up on the field according to *decree NO. 2018/366 of 20th June 2018) bearing public contracts*. with the following in attendance:

-The Authorizing Officer.....	Chair person	-The Project Manager.....	Member
-The Contract Engineer.....	secretary	-The Contractor.....	member

The minutes of this operation shall be drawn up on site and shall be valid with signatures of 2/3 of all present. During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the acceptance. The project owner shall fix the acceptance date in collaboration with the project Engineer.

**42.2 Acceptance: PROVISIONAL ACCEPTANCE.**

The commission shall examine the report of the pre-acceptance and shall proceed either to the provisional or final acceptance as the case may be. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and sign by all the commission members on the site with the following in attendance:

-The Authorizing Officer.....	Chair person	-The Project Manager.....	Member
-The Contract Engineer.....	Secretary	-The Control Brigade MINMAP.....	Member
-The Stores Accountant of Nkambe Council.....	Member	-The contractor.....	member

**Article 43: GUARANTEE PERIOD:** The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

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

44.1 Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.  
44.2 The commission and procedure for final acceptance shall be the same as for provisional acceptance and as per *decree NO. 2018/366 of 20th June 2018) bearing public contracts*.  
44.3 Members of the reception committees shall be intitled to indemnities for each session paid by the contracting authority.

**Article 05: PRECAUTION AGAINST ACCIDENTS:**

The Contractor 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.

**Article 06: VERIFICATION OF DIMENSIONS:**

The Contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The Contractor shall check insitu the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

NB: All modifications accepted by the Contractor shall be accomplished in a specified duration and at his cost without modification of the Jobbing Order amount. The owner of the project shall have the right to the final choice in case of any modification.

**Article 08: ERRORS AND OMISSIONS IN THE DOCUMENTS:**

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

**Article 09: QUALITY AND PREPARATION OF MATERIALS**

Every material used and supplies shall be of high quality and put up in keeping with the rules and with great care.

They shall meet the general specifications and the general requirements set out by the CSTB.

**Reference of manufactured goods**

The Contractor shall be bound to provide all the justifications, invoices and references of manufactured goods to be used.

**Equivalent supplies**

In case the materials referred to in the description of estimates are to be replaced by approved equivalent materials and supplies, the latter shall be at least of equal or higher quality and any justification may be requested from the Contractor before use.

Every material and supplies used shall be of high quality and put up in keeping with the rules and with great care. They shall meet the general specifications and the general requirements set out by the CSTB

**SAND**

All the sand supplied by the Contractor put at his disposal shall be subject to the approval of the Control Engineer.

The granulometry shall vary between 0.80 mm and 2.5 mm for mortars and toppings and between 0.16 mm and 5 mm for concrete structures.

**FINE GRAVELS**

All the fine gravels supplied by the Contractor or put at his disposal shall be subject to the approval of the Project Engineer.

Meant for the production of concretes, fine gravels shall be homogeneous natural or crushed materials. The films of the gravels must have been blown or washed away.

**MIXING WATER**

Water meant for the production of concretes shall be supplied by the Contractor at his expense. In general, water may be obtained near the building site from water points or rivers, provided its quality meets the conditions stated below. Water may also be obtained from other sources (boreholes, wells, etc.)

Mixing waters shall be clean, not salty, and virtually free from bodies in suspension and dissolved mineral salts, namely sulphates and chlorides. It shall be forbidden to use water from swamp or peat bogs.

**BINDERS**

The cements used for concretes and mortars shall meet the general conditions set out by the laws in force. They shall be of type CPJ 35 and shall bear no trace of damp. Therefore, storing on the site shall be done on a dry and ventilated floor.

**REINFORCEMENTS**

Reinforcements for reinforced concrete shall be high-bond mild steel in compliance with the specifications of the BAEL 91 rules. They shall be perfectly clean without any trace of rust, paint or grease.

They shall be formed and put up in accordance with the bar bending plan submitted by the contractor to the approval of the Project Engineer before the start of works.



**THE SPECIAL TECHNICAL CONDITIONS**

**TECHNICAL SPECIFICATIONS FOR EXECUTION**

This technical description of estimates is intended to define the content of the **CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION.**

It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Jobbing Order. Hence, this descriptive has as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the execution of public projects.

**Description of tasks**

The main tasks to be carried out shall be the following order as per the bill of quantities and cost estimates:

- earthworks
- foundations
- elevation
- roofing and roof cladding
- wood and metal works
- electricity
- coatings
- VHNs
- Plumbing

**Reference documents**

In the study and execution of the Jobbing Order, the successful bidder shall comply with the following:

- Statutory and regulatory instruments (laws, ordinances, decrees, orders)
- Unified technical documents (requirements, special conditions, designing rules)
- French norms approved by ARNOR
- Security rules and norms relating to public protection
- Agreements, technical opinion and recommendations of the CSTB applicable to works relating to this invitation to tender in force on the date of signature of this Jobbing Order.

To carry out the general control of works, the Project Engineer and the other administrations involved in the follow-up of the project may make regular or unexpected visits to the site.

The description of estimates is intended to spell out the technical requirements for a proper execution of the construction works.

The Contractor shall strictly comply with the description of estimates in keeping with rules and norms prescribed in the DTU, the ARNOR norm.

Hence for:-

**Article 01: STRUCTURE AND EXECUTION PLANS:**

It is the duty of the Contractor to realize the structures as per the execution plans that shall be approved by the Project Engineer and sample models of equipments and furniture provided by the project owner.

**Article 02: PRELIMINARY WORKS:**

These works concern the demolition of any existing structure on the site and the evacuation of the rubbish to the public discharge, the clearing and levelling of the site where necessary. To do these, the Contractor shall obtain all the documents necessary for the realization of the Jobbing Order from the competent services concerned. He shall also make contacts with the water, electricity and telephone network authorities in case their network shall be tampered with.

**Article 03: INSPECTION OF WORKSITE INSTALLATIONS:**

Through the Project Engineer, the Contractor shall furnish the owner of the project within the shortest possible time with an installation plan showing clearly how he intends to run the work site. A fence in local materials enclosing the whole work site to avoid trespassing and site sign board bearing information recommended to be posted shall be in place during this inspection mission.

**Article 04: PROTECTION OF STRUCTURES AND MATERIALS:**

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

- **Cement:** To be used mostly for cement mortar and for all concrete mixtures, they must satisfy the general conditions laid down by regulation in force. The cement which shall not show any trace of uneven mixture shall be the CPA325 class from CEMENCAM or from an approved factory. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.
- **Shuttering:** hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.
- **Blocks-** Load bearing wall shall be mounted in compressed cement Blocks of (15x20x40) cm for load bearing walls of PC300 Kg/m<sup>3</sup> (at most 30 blocks per bag of cement). Blocks should show an appreciable degree of resistance to violent pressure.

**Note**

-All blocks shall be cured for at least 28 days before being used.

-Blocks shall be randomly chosen in the lot made and tested for the respect of the dose prescribed above and level solidity

-**Plastering:** Cement mortar mix in a proportion of 400kg/m<sup>3</sup> will be used to plaster all previously rejoined areas on all masonry and concrete works and then thinly floated by the use of sponge which is recommended to remove any unevenness. The final thickness of the plastering shall not be less than three (03cm).

**Note-**The external walls shall receive a coat of spata-dash before plastering is done on it.

-**Screed:** A smooth layer of ordinary cement screed 400kg/m<sup>3</sup> (1:2) finish shall be spread on the 8cm concrete floor and the screed shall be 2cm thick. Angle bar 35mm will framed at the edges of the veranda to prevent cracking.

**Article 10: TECHNICAL REQUIREMENTS**

The Contractor shall comply with the laws in force concerning fire protection, thermal insulation, acoustical insulation and ventilation; even if provisions have not been made in the plans and written documents.

It should be noted that all the works to be carried out or modified following amendments brought in keeping with the rules, shall be charged to the Contractor.

**Fire protection**

Application of the instruments in force relating to protection against the risks of fire and panic in Establishments open to the public (EOP)

Classification of the establishment: category 5 EOP;

Behaviour of building components in fire;

FR: fire resistant;

FB: firebreak;

FC: fire check;

½ h FR components supporting the shell of the building;

1h FC Floor;

½ FB internal partitions.

Highly inflammable materials shall be avoided.

**Smoke clearing**

In case of fire, all the premises open to the public shall be cleared by openings having direct access to the outside.

**Emergency means**

Instructions on what to do in case of fire shall be posted in the corridor.

**Article 11: PROTECTION OF THE ENVIRONMENT**

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

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, 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 areas and of washing 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 out-flow of the polluting products toward the site and the neighbourhood.

## WOOD

The wood chosen for the construction of the structures and formwork shall be free from any trace of rot, hard rot, decayed knot, splits or shake.

## FORMWORK

Forms shall be simple and solid. They shall bear, without any noticeable deformation, the weight and pressure of concrete, the effects of vibration and the weight of workers during construction. Forms shall be tight enough so as to prevent extra water from washing cement away.

### *In other words:-*

- 1) **SITE PREPARATION:** The setting out will be in respect of the technical plans. The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate terracing (trench and other earthworks) and a good circulation. No starting of excavation will be accepted by the Project Engineer without the checking of the conformity of the setting out axes of the building.
- 2) **EXCAVATION:** - Some minimum excavation will be necessary to bring the site to a relative flat surface. The vegetable soil has to be cleared off. Excavation and leveling shall be carried out normally using dig axes, spades and sledge hammers. The minimal depth of the excavation trenches will be of 80 cm, and depending on the soil bearing capacity. Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the control engineer. 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 trench bottom of excavation by the Project Engineer. The foundation shall be excavated to obtain the hard soil where it shall resist and to bear the foundation work.

**NB:** The final depth of excavation must be received before the continuation of any other works.

### 3) **CONCRETE:**

-**Ordinary concrete** specifically lean concrete shall be 5cm thick and laid all round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m<sup>3</sup>.

- **Over-site concrete** shall be 10cm thick laid over the entire floors and paved area between walls and gutters at 250kg/m<sup>3</sup>.

**NB:** The external veranda shall be 5cm below the level of the internal floor with 2% slope outwards.

-**Reinforced concrete** shall be specifically for pillars, beams damp proof course (DPC), lintels and ring beams and their mixture shall be in a proportion of 350kg/m<sup>3</sup>.

**NB:** All concrete works should be properly cured (i.e. water three times a day for seven days)

-**Rods** shall be mild steel reinforcement, Tor or high yield (*Haute Adherence HA*) Steel in accordance with the R/C & 3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease. The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings.

**NB:** All rods should preferably imported and reinforcement rods must respect the prescriptions on the table below:-

No	STRUCTURE	SIZES	RODS	RODS	STIRRUP Spacing	DOSAGE	TYPE
		Nos	φ	Torsφ			
1	Damp proof course	4	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
2	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
3	Veranda Pillars 30x 15	6	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
4	Wall pillars 15x15	4	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
5	Wall plate 15x20	4	8mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
6	Beams 15x20	4	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40

- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 to 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 to 5mm. It shall be river sand and nothing else. The sand shall have very fine elements settlement of less than 4%.
- **Aggregate** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing. The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the control engineer before any use on the site. The gravels shall be clean and well graded with very fine elements settlement of less than 2%.
- **Water:** To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities, meaning potable water.

### **Site survey**

The Contractor shall take over the site as he shall find it. He shall therefore be supposed to have perceived all the difficulties that he may encounter and relating to the configuration of the site, the nature of the soils, neighbouring constructions, etc...

### **Construction drawing**

The Contractor shall draw a complete set of designs to be executed (general design, formwork design, bar bending design, form of pitch, partition, etc...) and all the designs that may be requested by the Project Manager in the course of work.

These designs shall be submitted to the approval of the Project Engineer in due time. This approval shall not relieve the Contractor of any of his responsibilities.

***Before acceptance, the Contractor shall give to the Delegated Contracting Authority one (01) blueprint and three (03) design drafts in compliance with execution.***

### **II- Foundations:**

Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Reinforced concrete footings shall be built on 5 cm with coarse-aggregate concrete. They shall fill the excavation. After cleaning, blending concrete shall immediately be put in place so that earth should not fill back the excavation.

#### **NB:**

- Any blinding concrete will be of thickness 5cm dosed at 150 kg/m<sup>3</sup> of firm consistence and will be laid on the bottom of the excavations where necessary. On it will be laid on the footings of the ground half pillars until the level of the finished foundation. These footings shall be of sizes (60x60) cm. The foundation peripheral walls will be of masonry stones or filled frog Blocks of (20x20x40) cm laid on cement mortar and finished with a DPC layer or ground beams of 20 x 20cm in reinforced concrete as specified in the working drawings.
- Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits with dimension sizes of not less than 20cm.
- The foundation will be filled with earth of good quality in successive compacted layers of 20 cm where the fill depth exceeds 30cm. An over site concrete of thickness 8cm will be laid to cover the whole foundation area at a dosage of 250 kg/m<sup>3</sup>.

#### **- Floor slab**

Slabs shall be made on levelled and properly rammed earth platforms. The foundation shall be drained and well beaten down.

Insulation from moisture shall be done with a polyane leaf placed directly beneath the concrete under-coat and raised on the periphery building of a concrete under-coat reinforced with a middle welded wire fabric. The thickness of this under-coat shall vary according to the load to be born. A slab with ordinary concrete batched at 300 kg/m<sup>3</sup> measuring 08 cm thick shall be put on the floor.

### **III- Block Work and other Elevations**

#### **1- Bearing walls:**

Bearing walls shall be built with agglomerated hollow cement Blocks measuring 15x20x40 with a good crushing resistance as indicated in the designs. The mixing for block moulding should give at most 30 blocks per bag of cement for the blocks to conform to the regulations and shall be approved by the Project Engineer. They should be kept dry for at least 21days before laying on the elevation walls. The reinforced concrete pillars of section 15 x 20, 15 x 25 and ø30 at 350 kg/m<sup>3</sup> shall be casted as the agglomerated hollow blocks walls are raised 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 5,00 m of span. The lintels 15 x 20 in reinforced concrete at 350 kg/m<sup>3</sup> will be levelled to + 2,20 m above the level of the finished foundation. The average height under the ceiling is about 3,00m. A chaining beam of 15 x 20 cm in reinforced concrete at 350 kg/m<sup>3</sup> will be laid above the finished level of the agglomerated hollow blocks walls with fixing plates so as to receive the wooden roof truss.

Any stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the control engineer with dimension sizes of not less than 20cm.

#### **2-Plastering:**

Materials to be used should follow the characteristics define in the estimates. The aspect shall be uniformed in the same local and differences will not be tolerated. It shall be of cement mortar at 400 kg/m<sup>3</sup> of thickness 1, 5 cm. There will be an under-coat layer and a finish layer floated and foamed to finish. They must be well cut horizontally and vertically. The floor will be finished in cement sand screed and coated to finish with cement paste trowel to finish. Hence:-

- The bearing surface shall be clean, free from any trace of dust or product resulting from the removal of the formwork. It shall enable the coating to stick firmly; otherwise it shall be treated by wire brushing, staking out or bush-hammering.

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 material, and equipment. He should demolish all stationary installation, as foundation, support made of concrete or metallic, etc.. in order to put back the site in its nearest initial state. Neither equipment nor 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 to avoid all erosion as the case may be.

### MODE OF EXECUTION OF WORKS

#### Article 12: STRUCTURES OF THE BUILDING SITE

The Contractor shall be in charge of the setting up operations which shall include:

- Development of access roads and platforms for the structures of the building site (raising of buildings, etc.), premises for the storing of materials and parking of equipment and vehicles, including the necessary coatings and their maintenance;
- An identification board and a notice board of the building site;
- Putting up a structure containing a storehouse and an office equipped with a table and chairs where the project record and graphic documents shall be available on a permanent basis.
- Supplying water (if possible) and guarding;
- Any other measure for the proper running of the building site;
- Conveyance and folding up of any material needed on the building site;
- Dismantling and folding up of structures;
- Their possible transfer;
- Development and maintenance of premises for setting up and execution of work;
- Putting in place of means which are essential for the safety of personnel and users, especially putting signals on the building site;
- Cleaning of premises after execution of work.

The plan relating to setting up operations shall give all the details on the following points:

- In addition, setting up operations shall include the actual mobilization of supervisory staff, the foreman, and the charge hands among others.

#### Signals, safety, miscellaneous

The Contractor shall plan to put in place temporary signals essential for the safety of users and personnel of the enterprise. Safety measures shall be part of the plan of execution to be provided by the Contractor at the start of work.

#### Article 12: CONSTRUCTION WORKS

##### I- Plan of execution:

It shall be made up as follows:

- construction drawing and details at the appropriate scales;
- work planning;
- method and technical approach to execution;
- organization of the building site;

##### **Knowledge of the soils**

The Contractor shall be supposed to have perfect knowledge of the nature and consistency of the soils. No complaint shall be accepted in the course of work; differences in the nature of soils noticed during the execution of work shall not give rise to an increase in the price of the Jobbing Order.

##### **Appraisal of the difficulties of the field**

The Contractor shall be supposed to have accepted all the difficulties that he may encounter and relating to the configuration of the sites, the nature of the soils, the stone and brick works, and solids existing in the soil.

Moreover, the Contractor shall take note of the location of the eventual old networks: telephone, water, electricity or other that may be found in the field. Therefore, he shall not remove any existing meter or pipe without informing the Project Engineer of their presence.

It shall be the Contractor's responsibility to follow the required procedures to obtain from public services the authorization to remove these networks.

##### **Party walls survey**

Before any excavation onto an existing building and before underpinning any work, the Contractor shall make sure that the existing structures are solid and put all the necessary mortar patches.

It shall also be his responsibility to have an affidavit of the party walls drawn up by a bailiff who shall enclose copies of these walls with his report.

### 3- Fascia board (Front and back sides):

Shall be 30cm wide and of high rib aluminum sheets (tôle bac) of 0.35mm thickness.

### 4- Ceiling

The noggins for the ceiling will be in wood of 4x4 or 5x5 treated with carbonyl or xylamon covered with plywood boards. The peripheral ceiling round the building will be in metal sheeting (tole lisse). Will be made of 4mm thick red plywood on both sides, fastened on a joist in lath of 4cm thick by 8cm wide and treated with carbonyl. The spaces for ceiling joist panel will be 60x120cm in size fixed to lath joists measuring 4 cm x 8 cm; they shall be separated one from the other by a hollow joint of 5 mm.

- Peripheral over strips, inside and outside
- Cellar flap to be put in easily accessible places
- Vent holes perforated on the external boards on the right side of each board.

Eaves shall be equipped with wire mesh ventilation holes and two trap doors will be provided in each of the classrooms. For external ceiling, "TÔLE LISSE" shall be used at the eaves

### Regulations to observe

In the construction of the structures referred to in the specifications, the Contractor shall conform to the laws, regulations, and norms in force at the moment of execution of work, notably:

- DTU No.30: framework and stairs in wood
- DTU No.40.42: Roofing large steel sheets and bands
- Norm Française (NF) P 21.202: design and assembling
- Rules CB 71: designs and design of wood frameworks.

### METAL WORKS (JOINERY)

- **Frames:** They shall consist of angle bar 35mm for metallic doors and window frames. While the door metallic frame of 2.20m high by 1.02m width shall be anchored in the wall and floor, window frames having solid metal protectors made of metallic square tube 25mm fitted from the inside shall be anchored in the walls to permit shutters opening to the outside and ventilation.
- **Shutters:** All door shutters (2m high by 1m width) shall be of metallic square tubes of 30mm+steel plate 10/10 on both faces + 3 pairs of size hinges and a canon lock ("VACHETTE" or "PACO") and iron staple bolts and panel design for all doors. All window shutters shall be fabricated out of metallic square tube 30mm framing having lampensen fitted on them, each provided with two hinges to permit average ventilation and light. Both door and window shutters shall open to the outside.

### PLOMBERIE SANITAIRE

#### ❖ Canalisations

Le réseau de distribution sera constitué des tubes galvanisés de diamètre approprié.

Les tubes PVC seront utilisés généralement pour l'évacuation des eaux usées, eaux vannes et éventuellement des eaux de pluies.

Les diamètres utilisés seront conformes au plan de plomberie

Soumis à l'approbation du maître d'œuvre par l'Entrepreneur avant le début des travaux.

Les canalisations doivent être protégées par des fourreaux en PVC d'un diamètre supérieur à la traversée des murs et planchers, à l'exception des tuyaux en fonte.

Toutes les canalisations seront encastrées dans la maçonnerie.

#### ❖ Fosse septique

Les constructions de la fosse septique et du puisard seront faits en fonction du nombre d'usagers conformément aux plans et aux indications précises du maître d'œuvre.

#### ❖ Appareils sanitaires

Les appareils sanitaires seront en porcelaine vitrifiée de couleur blanche. Le raccordement aux canalisations se fera par du cuivre de diamètre adéquat. Leur pose s'effectuera qu'après l'exécution des carrelages conformément aux règles de l'art.

Les têtes de vis ou les écrous seront isolés de la céramique par des rondelles en plomb ou en caoutchouc.

L'utilisation des vis en métal inoxydable est recommandée pour la fixation des appareils au sol.

#### ❖ Robinetterie

Outre la vanne d'arrêt général, chaque appareil aura un robinet d'arrêt de l'alimentation.

- The bearing surface shall be watered to make it deeply wet but then cleaned on the surface during the application of the coating.
- After roofing-in, coating shall start only on Block works that have been completed for at least two weeks.
- Plastering shall comprise three coats.
  - o **Bond coat or dash bond coat**  
Batching of the dash bond coat shall be 350 kg/m<sup>3</sup>; the mortar shall be batched so as to obtain proper workability. A dash bond coat measuring 1 cm thick shall evenly cover the surface to be coated.
  - o **Second coat**  
It shall be put on the bond coat three days after. The capacity of this coat shall be obtained by close and even tightening of mortar with a steel float. The surface shall be rough and obtained by applying a ruler to it. It shall be 1.0 cm thick.
  - o **Finishing coat**  
It shall measure about 0.5 cm and shall be put up at least 8 days after the second coat.

### 3- Fine joints:

Whenever Block works are astride an expansion joint, a fine joint shall be drawn with wire in order to make the edge clean.

### 4- Topping:

It shall be 4 cm thick and shall be fitted in the slab built with coarse sand 400 kg/m<sup>3</sup> mortar. Finishing and polishing shall be made with cement grout.

## TILING

Materials to be used should follow the characteristics defined in the estimates. The aspect shall be uniformed in the same local. They differences will not be tolerated. Before the start of the work, the contractor should present the sample of the tiles to the Project Engineer for approval.

- Mortars for the laying of tiles (350kg/m<sup>3</sup> of CPJ 325
- Mortars for binding flow of join of tiles 500kg/m<sup>3</sup>

Before laying there shall be:-

- Cleaning of the supports:** Before the start of the work, the contractor will do the cleaning of the support by scrapping, brushing and sweeping with broom. This is in order to have a clean surface exempted of any particle that can disturb the application of the tiles.
- Prescription on the laying of tiles:** Any cut, adjustment on angles, wood, pipes or any penetration should be perfectly done. Measures for alignments should be determined in the way to manner the cuts. Cuts for tiling are done under the skirting. Any cut near the pipe, taps should be well adjusted. When tiles get broken, they are immediately replaced at the expenses of the contractor as well as any other work deemed necessary. Tiling on sealed area will be laid on a support with a simple mortar. The join will be filled before the collection of extra mortar to ensure the good adherence.

The tiling on reinforced structure will be done with a thin coat of adhesive on the support well cleaned. During the application of the adhesive, it is not allowed to go 2/3 high the thickness. The join will be filled with the binder floor or special binder for tiling done with gum. For tiling on walls, plasters should be well dressed and sand screed. Tiling is done on adhesive. Same measures are applicable for other tiling as concerned the join and cleaning. All tile works include the screed in cement mortar of 3-4cm thick.

## FRAMEWORK - ROOFING

### Content of works

#### 1- Framework:

The timber for the roof work will be of good quality, with the straight grain and free of any defect.

#### Trusses:

Trusses shall be made with solid wood (hardwood) shall compose of single frame rafters of 5cmx15cm and spaced at 1.50m interval and treated with wood preservative such as xylophone, xylamon or carbonyl section 3x15. The assembly will be made in-situ and the slope should be respected (>15%). These should be well assembled before setting them up to form the shape of the roof. The truss shall be of rafters of 5x15 solidly attached to the wall plate with the help of standby beam iron rods spaced at 1.50m maximum spacing. The tie beam and principal rafter shall be doubled. Joints shall be nailed.

**Note** –Examples of hardwood include eucalyptus, mahogany, iroko, mouvinga, etc,

#### Ridge poles/Purlins:

Ridge poles made of solid wood shall be raised, treated with carbonyl section 8x8 and fixed to the trusses by steel staples diameter 6 and they shall be fixed to the gables and partition walls by steel diameter 6. As well it shall be covered with ridge sheet 50 cm. The purlins shall consist of 5x8 cm or 6 x 8 timbers at a spacing of 0,90m to 1,20m maximum.

**NB :** All structural timber shall be treated with carbonyl.

2- Roofing sheets: They shall be in high rib (Tôle BAC) aluminum sheets of type 5/10th (5/10mm). The sheets shall be fixed onto the purlins using screw nails at least 3.5inches (8.7cm) long equipped with aluminum gaskets and bituminous rubbers caps.

**GUTTERS:**

They shall be created on all sides of the building with mass concrete in peripheral gutter of 40x25cm that will facilitate drainage problems and oversite concrete between this peripheral gutter and the remaining parts to the building to prevent external moisture droppings to the building at the ground level. To be excavated 40cm wide and 30cm deep at the rain drops and to be provided particularly at the frontage and the other faces of the building depending on the topography of the terrain at the excavation takes place. The walls of gutters are to be constructed in concrete and the floor will be rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water for level surfaces.

Prefabricated slabs of 1.20m wide each shall be provided at the main entrance of the classrooms at right angles.

Equally ramps cast insitu of one meter twenty (1.20m) wide each shall be provided at the entrance of each classroom for handicaps on wheel chairs or otherwise.

**DOCUMENT N° 06**

**THE SHEDULE OF UNIT PRICES (PRICE ENCLOSURES LIP)**

**CONTENT**

**CHAPTER I GENERAL PROVISIONS**

Article 01- General

Article 02- Definition and consistency of prices



## ELECTRICITY

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

1- Cable sleeves: They will consist of orange insulation tubes, diameter of 16 mm embedded into the Block work.

2- Cable: They shall be of 2.5 mm<sup>2</sup> (of type TH ) single will be run inside 11mm plastic coNKAMBEit pipes for power outlets and switches that shall be embedded in walls. As a general rule, the following sections shall be taken, that is, 1.5 mm<sup>2</sup> for lighting circuits and 2.5 mm<sup>2</sup> for outlets circuits.

3- Lighting equipment: It will consist of four (04) fluorescent lamps of 1.20m fitted inside each of the classrooms with two outside on the veranda and two fluorescent lamps fitted at the rear ends of the building to act as security lamps. Model of lamps shall be Philip or Mazda

4- Interruptors: A two way two gang fuse box has to be provided at the supply inlet for connection to the existing network. A master's switch shall be put above the main black board to control the sockets. The entire building shall be properly earthed.

**NB**: Generally, electrical installation will be carried out in conformity with the rules and regulations of ENEO

## PAINTING:

Painting work will include rubbing down, flattening and filling-in the paint coating and the respect of all grinning and sanding equipments and for:-

-Plastered surfaces, after the preparatory work consisting of a base coat of quicklime, they will be given two coats of water resistant based cream paint for external walls and water based cream paint on internal walls on a priming coat of ordinary paint. That is, the colour of the paint for the walls shall be cream skirting with chassis red oil paint. Skirting on the walls shall be up to window level inside and 1.5meters outside.

**NB**: Skirting on the walls shall be in two coats of chassis red oil paint up to window level inside and 150cm at the external in appropriate colour.

- Metal works, a primary coat of antirust will be applied on them before final painting. All metal works shall be painted with oil paint (chassis red) in two coats.

-Ceiling, it will receive two coats of white glue paint (crystal white).

In summary:

1- Primer:

-Walls: pantex 800

-Ceilings: pantex 800

2- Finishing:

Walls and ceilings:

\* Ceilings: White glue paint (crystal white): Two (02) coats

\* External walls: KM Professional (Cream Exterior acrylic semi-gloss enamel) or PANTEX 1300: Two (02) coats

\* Internal walls: KEL-PRO (Cream Interior latex) or PANTEX 800: Two (02) coats

**NB**: At the wall base two coats of 15cm high of alkyd paint shall be applied before applying the above

### **Regulations to observe**

- DTU No.59 : paint works and cleaning
- DTU No.81 : resurfacing
- DTU No.39.4 : mirror work and glazing with thick panes
- Specifications of paint products and UNP testing method.

**NB**: Errors or omissions resulting from the exploitation of the constituent documents of the Jobbing Order shall be taken into consideration.

II-5	Dallage au sol et autour du bâtiment dosé à 300 kg/m3	m3		
<b>III - BETON ARME EN ELEVATION</b>				
III-1	Béton armé pour poteaux et poutres chaînage et linteaux dosé à 350 kg/m3	m3		
III-2	Appui de fenêtre dosé à 350 kg/m3	m3		
<b>IV - MACONNERIE</b>				
IV-1	Murs en agglos creux de 15x20x40	m2		
IV-2	Murs en agglos creux de 10x20x40	m2		
IV-3	Claustras	m2		
<b>V - ENDUITS, CHAPES ET DIVERS</b>				
V-1	Enduits sur murs extérieurs	m <sup>2</sup>		
V-2	Enduits sur murs intérieurs	m <sup>2</sup>		
V-3	Remplissage pour surélévation des placards de 10 cm	m <sup>2</sup>		
V-4	Chape de 3 cm	m <sup>2</sup>		
V-5	Paille en béton et divers	ml		
<b>VI - PLAFOND</b>				
VI-1	Plafond en contreplaqué	m <sup>2</sup>		
VI-2	Plafond en tôle lisse	m <sup>2</sup>		
VI-3	Couvre - joint	ml		
<b>VII - REVÊTEMENTS SCÉLLES</b>				
VII-1	Grès cérame antidérapant de 5x5	m <sup>2</sup>		
VII-2	Faïence pour pièces humides	m <sup>2</sup>		
VII-3	Plinthe en grès cérame de 15 cm de hauteur	m <sup>2</sup>		
<b>VIII - CHARPENTE - COUVERTURE</b>				
VIII-1	Bois de charpente dur traité au xylamon	m3		
VIII-2	Planche de rive	ml		
VIII-3	Tôle de rive	ml		
VIII-4	Tôle de noue	ml		
VIII-5	Tôle faitière	ml		
VIII-6	Couverture bac alu 5/10e	m2		
<b>IX - MENUISERIE BOIS</b>				
IX-1	Porte isoplane 0,7x2,10 : P11	U		
IX-2	Porte isoplane 1,00x2,10 : P12	U		
IX-3	Porte pleine 1,00x2,10 : PP1	U		
IX-4	Fenêtre châssis NACO 10 lames 1,50 m y compris toile moustiquaire (CN)	U		
IX-5	Fenêtre châssis NACO 7 lames 0,60 m y compris toile moustiquaire (CN)	U		
IX-6	Placard de 0,8x3 en CP ép. 0,19 y compris étagères	U		
<b>X - MENUISERIE METALLIQUE</b>				
X-1	Grille antivol pour CN	m2		
<b>XI - PEINTURE - VITRERIE</b>				
XI-1	Peinture sur murs extérieurs 2 couches	m2		
XI-2	Peinture sur murs intérieurs 2 couches	m2		
XI-3	Peinture sur menuiseries bois	m2		
XI-4	Peinture sur grilles antivol de châssis CN	m2		

**THE SCHEDULE OF UNIT PRICES****CHAPTER I: GENERAL PROVISIONS****Article 01: GENERAL**

In general, the contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works. Therefore, he shall not present any complaint, except in the conditions provided for by this contract. Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

Costs and various charges not giving rise to any payment are supposed to be taken into account in the costs for execution of quantifiable works and shall be included in the various Price lists. The costs and charges are as follow:

- Personnel charges (salaries, travelling expenses, transport and leave allowances, allowances for housing on the building site, miscellaneous allowances, premiums, insurances, medical expenses, etc. . )
- Charges for the conveyance of personnel, equipment and materials, overheads, taxes, duties, registration fees and licence as well as any other charges relating to works (*and notably expenses for the acceptance of works on the field*) and to the running of the enterprise.

Similarly, running charges, write-off and maintenance costs of building equipment and rolling equipment, vehicles of all categories are also supposed to have been included in the costs for execution of quantifiable works.

Prices shall be given in figures and in words. The contractor shall make sure that unit prices in words agree with unit prices in figures.

The contractor shall not put forward his good faith to shirk his commitment if the global amounts of his bid happen to be modified after verification of compliance of unit prices in figures or calculation of the detailed estimates.

**THE PRICE LIST**  
**PRICE ENCLOSURE**

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION

N° PRIX	DESIGNATION	UNITE	UP (in figures)	UP (in words)
	<b>I - TRAVAUX PRELIMINAIRES - TERRASSEMENTS</b>			
I-1	Installation du chantier	FF		
I-2	Aménagement et assainissement de la plateforme	FF		
I-3	Fouilles en puits	m3		
I-4	Fouilles en rigoles	m3		
I-5	Remblai des fouilles	m3		
I-6	Couche de sable sous dallage	m2		
I-7	Film polyane	m2		
	<b>II – FONDATION</b>			
II-1	Béton de propreté dosé à 150 kg/m3	m3		
II-2	Béton armé de semelle dosé à 250 kg/m3	m3		
II-3	agglos pleins de 20x20x40	m2		
II-4	Longrine en B.A dosé à 350 kg/m3	m3		

## DOCUMENT N°07

### **THE BILL OF QUANTITIES AND COST ESTIMATE**

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

N° PRIX	DESIGNATION	UNITE	QUANTITE	P.UNITAIRE	PRIX TOTAL
	<b>I - TRAVAUX PRELIMINAIRES - TERRASSEMENTS</b>				
I-1	Installation du chantier	FF	1		
I-2	Aménagement et assainissement de la plateforme	FF	1		
I-3	Fouilles en puits	m3	20,27		
I-4	Fouilles en rigoles	m3	111,29		
I-5	Remblai des fouilles	m3	241,5		
I-6	Couche de sable sous dallage	m2	288,24		
I-7	Film polyane	m2	288,24		
	<i>SOUS TOTAL - I</i>				
	<b>II - FONDATION</b>				
II-1	Béton de propreté dosé à 150 kg/m3	m3	6,19		
II-2	Béton armé de semelle dosé à 250 kg/m3	m3	13,5		
II-3	agglos pleins de 20x20x40	m2	201		
II-4	Longrine en B.A dosé à 350 kg/m3	m3	10,47		
II-5	Dallage au sol et autour du bâtiment dosé à 300 kg/m3	m3	28,82		
	<i>SOUS TOTAL - II</i>				
	<b>III - BETON ARME EN ELEVATION</b>				
III-1	Béton armé pour poteaux et poutres chaînage et linteaux dosé à 350 kg/m3	m3	18,93		
III-2	Appui de fenêtre dosé à 350 kg/m3	m3	0,55		
	<i>SOUS TOTAL - III</i>				
	<b>IV - MACONNERIE</b>				
IV-1	Murs en agglos creux de 15x20x40	m2	472,05		
IV-2	Murs en agglos creux de 10x20x40	m2	122,48		
IV-3	Claustras	m2	51,64		
	<i>SOUS TOTAL - IV</i>				
	<b>V - ENDUITS, CHAPES ET DIVERS</b>				
V-1	Enduits sur murs extérieurs	m <sup>2</sup>	495		
V-2	Enduits sur murs intérieurs	m <sup>2</sup>	790,84		
V-3	Remplissage pour surélévation des placards de 10 cm	m <sup>2</sup>	5,31		
V-4	Chape de 3 cm	m <sup>2</sup>	288,24		
V-5	Paillasse en béton et divers	ml	8,85		
	<i>SOUS - TOTAL - V</i>				
	<b>VI - PLAFOND</b>				
VI-1	Plafond en contreplaqué	m <sup>2</sup>	288,24		
VI-2	Plafond en tôle lisse	m <sup>2</sup>	51,52		

XI-5	Peinture sur plafond	m2		
XI-6	Vitrage pour châssis NACO	m2		
<b>XII - ELECTRICITE</b>				
<b>Circuit de terre - mise à la terre</b>				
XII-1	Ceinture de terre	ml		
XII-2	Liaison équipotentielle	Ens.		
<b>Coffrets et tableaux</b>				
XII-3	Coffrets et tableaux	FF		
<b>Distribution - Alimentation - Eclairage - Prises - Equipements</b>				
XII-4	Interrupteurs simple allumage y compris foureausage et câblage	U		
XII-5	Interrupteurs va et vient y compris foureausage et câblage	U		
XII-6	Prises de courant 2P+T 16A y compris foureausage et câblage	U		
<b>Lustrerie</b>				
XII-7	Applique sanitaire 2P+T y compris foureausage et câblage	U		
XII-8	Réglettes y compris foureausage et câblage	U		
XII-9	Hublots ronds étanches y compris foureausage et câblage	U		
<b>XIII - FLUIDES</b>				
<b>Plomberie sanitaire</b>				
XIII-1	Réseau d'évacuation EU/EV	Ens.		
XIII-2	Réseau enterré	Ens.		
<b>Appareils sanitaires</b>				
XIII-3	Lavabo blanc	U		
XIII-4	Cuvette WC	U		
XIII-5	Evier	U		
XIII-6	Douche	U		
XIII-7	Robinet d'eau dans la cour	U		
<b>Assainissement</b>				
XIII-8	Fosse septique pour 40 usagers y compris canalisations et regards de raccordement	Ens.		
XIII-9	Puisard septique pour 40 usagers y compris canalisations et regards de raccordement	Ens.		
XIII-10	Caniveau bétonné tout autour du bâtiment	ml		
XIII-11	Dalettes pour caniveaux	ml		

XII-6	Prises de courant 2P+T 16A y compris foureautage et câblage	U	17		
	<b>Lustrerie</b>				
XII-7	Applique sanitaire 2P+T y compris foureautage et câblage	U	2		
XII-8	Réglettes y compris foureautage et câblage	U	33		
XII-9	Hublots ronds étanches y compris foureautage et câblage	U	11		
	<b>SOUS - TOTAL - XII</b>				
	<b>XIII - FLUIDES</b>				
	<b>Plomberie sanitaire</b>				
XIII-1	Réseau d'évacuation EU/EV	Ens.	1		
XIII-2	Réseau enterré	Ens.	1		
	<b>Appareils sanitaires</b>				
XIII-3	Lavabo blanc	U	5		
XIII-4	Cuvette WC	U	5		
XIII-5	Evier	U	3		
XIII-6	Douche	U	2		
XIII-7	Robinet d'eau dans la cour	U	2		
	<b>Assainissement</b>				
XIII-8	Fosse septique pour 40 usagers y compris canalisations et regards de raccordement	Ens.	1		
XIII-9	Puisard septique pour 40 usagers y compris canalisations et regards de raccordement	Ens.	2		
XIII-10	Caniveau bétonné tout autour du bâtiment	ml	125		
XIII-11	Dalettes pour caniveaux	ml	9,4		
	<b>SOUS - TOTAL XIII</b>				
	<b>RECAPITULATIF :</b>				
I/	TRAVAUX PRELIMINAIRES				
II/	FONDATION				
III/	BETON ARME EN ELEVATION				
IV/	MACONNERIE				
V/	ENDUITS, CHAPEE ET DIVERS				
VI/	FAUX PLAFONDS				
VII/	REVÊTEMENTS SCELLES				
VIII/	CHARPENTE - COUVERTURE				
IX/	MENUISERIE BOIS				
X/	MENUISERIE METALLIQUE				
XI/	PEINTURE - VITRERIE				
XII/	ELECTRICITE				
XIII/	FLUIDES				
	TOTAL HTVA ..... (1)				
	T.V.A (19,25 % de 1) .....(2)				
	TOTAL TOUTES TAXES COMPRISES (1+2)				
	A.I.R (2.2 % au 5.5% de 1) ..... (3)				
	TOTAL DES TAXES (2+3)				
	NET à MANDATER (1-3)				

***This estimate is closed at the sum of:***

Director

VI-3	Couvre - joint	ml	528,63		
				<b>SOUS - TOTAL - VI</b>	
	<b>VII - REVÊTEMENTS SCELLES</b>				
VII-1	Grès cérame antidérapant de 5x5	m <sup>2</sup>	288,24		
VII-2	Faïence pour pièces humides	m <sup>2</sup>	106,44		
VII-3	Plinthe en grès cérame de 15 cm de hauteur	m <sup>2</sup>	375		
				<b>SOUS - TOTAL VII</b>	
	<b>VIII - CHARPENTE - COUVERTURE</b>				
VIII-1	Bois de charpente dur traité au xylamon	m <sup>3</sup>	8		
VIII-2	Planche de rive	ml	124,3		
VIII-3	Tôle de rive	ml	124,3		
VIII-4	Tôle de noue	ml	19,6		
VIII-5	Tôle faitière	ml	89,3		
VIII-6	Couverture bac alu 5/10e	m <sup>2</sup>	418,79		
				<b>SOUS - TOTAL VIII</b>	
	<b>IX - MENUISERIE BOIS</b>				
IX-1	Porte isoplane 0,7x2,10 : P11	U	12		
IX-2	Porte isoplane 1,00x2,10 : P12	U	9		
IX-3	Porte pleine 1,00x2,10 : PP1	U	4		
IX-4	Fenêtre châssis NACO 10 lames 1,50 m y compris toile moustiquaire (CN)	U	12		
IX-5	Fenêtre châssis NACO 7 lames 0,60 m y compris toile moustiquaire (CN)	U	12		
IX-6	Placard de 0,8x3 en CP ép. 0,19 y compris étagères	U	3		
				<b>SOUS - TOTAL IX</b>	
	<b>X - MENUISERIE METALLIQUE</b>				
X-1	Grille antivol pour CN	m <sup>2</sup>	27,36		
				<b>SOUS - TOTAL X</b>	
	<b>XI - PEINTURE - VITRERIE</b>				
XI-1	Peinture sur murs extérieurs 2 couches	m <sup>2</sup>	495		
XI-2	Peinture sur murs intérieurs 2 couches	m <sup>2</sup>	790,84		
XI-3	Peinture sur menuiseries bois	m <sup>2</sup>	89,88		
XI-4	Peinture sur grilles antivol de châssis CN	m <sup>2</sup>	27,36		
XI-5	Peinture sur plafond	m <sup>2</sup>	288,24		
XI-6	Vitrage pour châssis NACO	m <sup>2</sup>	27,36		
				<b>SOUS - TOTAL XI</b>	
	<b>XII - ELECTRICITE</b>				
	<b>Circuit de terre - mise à la terre</b>				
XII-1	Ceinture de terre	ml	148,64		
XII-2	Liaison équipotentielle	Ens.	1		
	<b>Coffrets et tableaux</b>				
XII-3	Coffrets et tableaux	FF	1		
	<b>Distribution - Alimentation - Eclairage - Prises - Equipements</b>				
XII-4	Interrupteurs simple allumage y compris foureausage et câblage	U	25		
XII-5	Interrupteurs va et vient y compris foureausage et câblage	U	2		





**DOCUMENT N° 8 FRAMEWORK OF SUB-DETAIL OF PRICES**

DESIGNATION :Studies and site installation					
No	Daily out put	Total quantity	Unit	Duration of activity	
<b>WORKMAN SHIP</b>	Category	No	Daily wage	Days up	break Amount
	TOTAL A				
<b>EQUIPMENT/MACHINES</b>	Type	No	Daily rate	Days up	break Amount
	TOTAL B				
<b>MATERIAL AND MISCELLANEOUS</b>	Type	Unit	Unit cost	Quantity	Amount
	TOTAL C				
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	

**FORM N° 02 THE MODEL TENDER LETTER**

I (We) the undersigned .....  
Acting in the capacity of ..... in the name and on behalf of.....  
.....at .....RC N° .....by virtue of the power vested in me (us), resident at  
..... (Town) ....., P.O.Box....., telephone N° ..... after having studied all the documents of the tender file  
relating to the Invitation to Tender N° ....., and after having assessed in my (our) point of view and under my  
(our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself  
(ourselves) to carry out works for **THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN  
NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION**, in keeping with the terms and conditions of the  
tender file in return for the sum of.....FCFA (.....Francs) *Total with all taxes inclusive*, calculated  
on the basis of the unit prices stated in the Unit Price List and the detailed estimates, appended to this tender. The prices stated are  
tax inclusive.

I commit myself (ourselves) if my (our) tender is retained, to execute the contract within three (03) months as from the date of  
notification of the award of contract.

I hereby commit myself (ourselves) to maintain the amount of my (our) tender for a period of sixty (60) days with effect from the  
deadline for submission of bids.

I (we) hereby request that the amounts due to me(us) by the Project Owner be paid to me (us) in the national currency (FCFA) in  
account No..... opened in the name of....., in the records of ..... (Bank) at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be enclosed with the tender letter.

Done at....., on.....

Signature(s)

Bidder(s)

For companies, indicate:

Fiscal stamp
1000

*The company (company or trade name, form, nationality and registered office)*

« represented by the undersigned ..... » (Name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned,..... »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves ..... »

DOCUMENT No. 10 MODEL FORMS APPLICABLE

FORM N° 1: DECLARATION OF THE INTENTION TO TENDER

COMPANY'S LETTER HEAD

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1000

I, the undersigned Mr, .....

Nationality .....

Function .....

In my capacity as General Manager of ..... P.O. BOX ..... TEL:.....

Hereby acknowledge receipt of the file for Tender Notice

N° ..... of .....

Concerning the .....

And hereby declare my intention to tender for the said project.

Done at ..... On the .....  
General Manager

DOCUMENT NO. 12:

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

I- BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit (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 Insuranc
16. Zenith Assurances

**FORM N° 05 THE MODEL PERFORMANCE BOND (RETENTION BOND)**

Bank .....

Reference of guarantee: No. ....

**To: THE MAYOR NKAMBE COUNCIL, DONGA-MANTUNG DIVISION, REPUBLIC OF CAMEROON**

Invitation to Tender No. ....

**PERFORMANCE BOND FOR THE OPENING OF ROAD AND CONSTRUCTION OF CULVERTS IN SOME AREAS IN NKAMBE COUNCIL, LOT .....**

We..... (Bank) have been informed that a contract has been signed between The Mayor for Nkambe Council acting in the capacity of Project Owner, and....., acting As Contractor For THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION

In compliance with the provisions of Contract N°. ...., the contractor is bound to present to The Mayor for Nkambe Council, Project Owner, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs .....

We, .....(bank) do hereby commit ourselves irrevocably and without arguing to pay to The Lord Mayor for Nkambe Council, at his first written request, and for three (03) months the amount of this bond, that is to say. ...., all the amounts that the contractor may owe the Project Owner 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 Mayor for Nkambe Council. The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by The Mayor for Nkambe Council.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. 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 at ....., on .....

Mr (Mrs).....

Signature(s) & stamps .....

**FORM N° 06 MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE**

Bank .....

Reference of guarantee No.....

**TO THE MAYOR NKAMBE COUNCIL, DONGA-MANTUNG DIVISION, REPUBLIC OF CAMEROON**

Invitation to Tender N°. ....

**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 Lord Mayor for Nkambe Council, acting in the capacity of Project Owner, and....., acting as contractor for THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION

In compliance with the provisions of Article ..... of Contract N°. ...., the contractor shall be bound to present to The Mayor for Nkambe Council, Project Owner, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the company and amounting to CFA Francs .....

We, .....(bank) do hereby commit ourselves, irrevocably and without arguing to pay to the Mayor for Nkambe Council, at the written request the Mayor for Nkambe Council, and within four (04) weeks the amount of this guarantee, that is to say. .... all the amounts that the contractor may owe the Project Owner for failing to fulfil one or more of his obligations under the contract.

**FORM N° 03 THE MODEL SURETY BOND**

Bank .....

Reference of guarantee: No. ....

**TO THE MAYOR NKAMBE COUNCIL, DONGA-MANTUNG DIVISION, REPUBLIC OF CAMEROON**

Invitation to Tender No. ....

**BID BOND FOR CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION**

The Contractor (5) .....hereby submits on ..... to the Mayor for Nkambe Council a bid relating to the Construction of a Water Point at Bomansu, Nkambe Sub-Division, Donga-Mantung Division, North West Region.

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Mayor for Nkambe Council acting in the capacity of Project Owner, a bid bond amounting to CFA Francs ..... (6).

By this guarantee, we the undersigned,(7).....with our registered office in ....., are committed towards the the Mayor for Nkambe Council, through the bidder for the sum of CFA Francs .....(in figures).....( in words).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by Mayor for Nkambe Council, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the Mayor for Nkambe Council. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the company shall be the successful bidder, after presentation of the performance bond which shall be kept by the Mayor for Nkambe Council.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at ....., on .....

Mr (Mrs).....

Signature(s) & stamps .....

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank

**FORM N° 04 MODEL BID BOND**

Whereas \_\_\_\_\_(Hereafter called the "the bidder") has submitted his bid dated \_\_\_\_\_, Here in after called "the bid")

KNOW YE ALL PEOPLE by the presence that WE \_\_\_\_\_ hereinafter called "the Bank", are bound onto the Mayor for Nkambe Council (hereinafter called "the Project Owner) in the sum of \_\_\_\_\_ for which payment will and truly be made to the said Project Owner, the bank binds itself, its successors, and assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the contract.

We undertake to pay the Project Owner up to the above amount upon receipt of his first written demand, without the Project Owner having to substantiate his demand, provided that in his demand the Project Owner will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including \_\_\_\_\_ ( ) days after the period of bid validity. Any demand in respect thereof should reach the bank not later than the above date.

Sealed with the common seal of the said bank this \_\_\_\_\_ day of \_\_\_\_\_

SIGNATURE OF BANK AUTHORITY

**FORM N° 08 MODEL OF COMMITMENT OF AVAILABILITY**  
**To Whom It May Concern:**

**Subject: COMMITMENT OF AVAILABILITY.**

I the undersigned, \_\_\_\_\_ a \_\_\_\_\_ (specify diploma or certificate) and holder of National Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ Tel: \_\_\_\_\_ is committed and available to work as \_\_\_\_\_ (specify post to be occupied) with \_\_\_\_\_ (name of company) if awarded the contract for \_\_\_\_\_ (indicate the name of project) Donga-Mantung Division of the North West Region. This is in response to Tender N° \_\_\_\_\_

Done in \_\_\_\_\_ the \_\_\_\_\_  
 Sign; \_\_\_\_\_

**REMARK-** This form shall be signed by the concerned on his or her honor.

**ANNEX N° 02 THE MODEL PROFESSIONAL REFERENCES**

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							

**NB:** For each contract named in the above list, are attached the following:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional acceptance report and of final acceptance (as the case may be).

Done on ....., at .....  
 Mr (Mrs).....  
 Signature(s).....

**ANNEX N° 03 MODEL EQUIPMENT LIST**

SN	DESIGNATION Description & frame (châssis) number	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1					
2					
etc					

I the undersigned, \_\_\_\_\_ holder of National Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ being Managing Director of this Company called \_\_\_\_\_ testifies that the above information is correct and commit myself to present any of the above equipments and tools at any given time requested. As well any of them must be present at the site before and during each phase at any given moment required or requested by the Authorities in charge of the project I am tendering for.

**Remark-** For equipment I will take on hire I hereby attached to this form certified attestations (lease documents) of commitment between I and the Owner(s) of the equipment(s).

Done on....., at .....

Signed

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 Mayor for Nkambe Council.

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 Nkambe Council Internal 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 at ....., on .....  
Mr (Mrs).....  
Signature(s) & stamps .....

**FORM N° 07 THE MODEL UNDERTAKING BY THE BIDDER**

Name of project:..... Invitation to tender N° : .....

The Rehabilitation and Extension of a Water Supply Scheme at .....

I (We) the undersigned (8) .....

Acting in the capacity of (9) ..... in the name and on behalf of (10)..... at ..... RC N° ..... by virtue of the power vested in me (us), domiciled at P.O.Box..... (Town) ....., telephone No. ...., after having studied all the documents of the tender file relating to the Invitation to Tender No. ...., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works for the **CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION** in keeping with the terms and conditions of the tender file.

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 sixty (60) days with effect from the deadline for submission of bids.

Done at ....., on .....  
Signature(s).....  
Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned ..... » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, ..... »

(For each person: name, first name, company name, nationality, location of the registered office) « Constituted in a group of companies for the execution of this contract, jointly commit ourselves ..... »

(8) Name, first name, profession, residence .....

(9) Position in the company .....

(10) Company name .....

**ANNEX N° 04 KEY STAFF**

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				
SUPPORT STAFF				

**ANNEX N° 07 THE EVALUATION GRID**  
EXTENSION OF ELECTRICITY SUPPLY TO SOME AREAS IN NKAMB E COUNCIL

**ADMINISTRATIVE DOCUMENT.**

DOCUMENT N°	DESCRIPTION	Yes	No
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months.		
A.5	Purchase receipt of tender file		
A.6	A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of center for taxation		
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).		
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.		
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		

**TECHNICAL DOCUMENT**

B.1	General presentation of the bids	Yes	No
	-Document spiral bound -Table of content page -Colour page separation - Presentation of documents in the order given in this tender file		
B.2	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b>		
B.2.1	List of references of the enterprise in similar jobs (at least 25,000,000 FCFA) justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2019 projects) Minimum acceptable: 02 Contracts realized in the domain of electricity over the past 05 years		
	1st Reference		
	2nd reference		
B.3	<b>QUALIFICATION AND EXPERIENCE OF TECHNICAL STAFF</b>		
B.3.1	<b>01 works supervisor (at least Degree or equivalent certificate)</b>		
	Qualification of the works supervisor: (Bachelor Degree In CIVIL or Rural Engineering (BAC +3)		
	Professional experience of the project engineer ≥ 03 years (signed CV)		



**ANNEX N° 06 MODEL OF SITE VISIT REPORT**

**I) INTRODUCTION**

TENDER N° (with project title).....  
 NAME OF COMPANY.....  
 DATE:..... TIME:.....

**II) COMMENTARY:**

- II-1) Nature of the project site.....
- II-2) Accessibility to the project site: .....
- II-3) Vegetation (trees, shrubs etc).....
- II-4) Topography of the site.....

**NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO JUSTIFY MY COMMENTARY ABOVE**

**III) AVAILABILITY OF SERVICES (water, electricity, etc)**

- IV) AVAILABILITY OF CONSTRUCTION MATERIAL (stones, sand, gravel, wood etc)
- V) DIFFICULTIES: .....
- V) CONCLUSION.....

**SIGNATURES:**

Signature of Contractor or his staff concerned

**DOCUMENT N°11: ANNEX N° 01 THE MODEL CURRICULUM VITAE**

Name & First name : \_\_\_\_\_  
 Date of birth : \_\_\_\_\_  
 Nationality \_\_\_\_\_  
 Level of education \_\_\_\_\_

Languages Spoken	Level	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

Training school: \_\_\_\_\_  
 Date of admission : \_\_\_\_\_  
 Date of graduation: \_\_\_\_\_  
 Diploma obtained: \_\_\_\_\_ Date \_\_\_\_\_  
 Specific knowledge: Publication, research work \_\_\_\_\_  
 Date of start of service: \_\_\_\_\_  
 Nature of service rendered: \_\_\_\_\_  
 Number of years of service : \_\_\_\_\_  
 Number of years in the company : \_\_\_\_\_  
 Date of start of service in the company : \_\_\_\_\_

**WORK EXPERIENCE (\*)**

(\*) – Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.

- The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he actually held in the said projects.

**Essential criteria**

- 10- General presentation of the tender bids;
- 11- Financial capacity;
- 12- References of the company in similar domain;
- 13- Quality of the personnel;
- 14- Technical organization of and methodology the works;
- 15- Attestation and report of site visit;
- 16- Logistics /equipment ;
- 17- Special Technical Clauses initialed in all the pages and signed on the last page;
- 18- Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

**Main qualification criteria**

The criteria relating to the qualification of candidates could be indicated as follows:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO). This evaluation will be done in a purely binary way (yes) or (no) with an acceptable minimum from at least 75% of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

**ANNEX 8: MODELE ATTESTATION OF SITE VISIT**

I the undersigned Mr./Mrs./

Engineer / director of the Company:..... (Name of Enterprise),

has actually visited the site which is going to receive the structure relative to OPEN NATIONAL INVITATION TO TENDER N<sup>o</sup> 012/ONIT/NWR/DMD/NK.C/NK.CITB/2020 OF 9<sup>TH</sup> JUNE 2020 FOR THE CONSTRUCTION WORKS OF THE INTEGRATED HEALTH CENTRE NKAMBE (BINJU) IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION NORTH WEST REGION

The interested person declares:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of the job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall on no condition claim the Project Owner for any increase of unit price.

In Testimony Whereof, this present ATTESTATION OF SITE VISIT is established and issued to serve the purpose it deserves.

Date .....  
Stamp of enterprise

Signature and Names of the Engineer/ Director

	> CV signed by the supervisor, ..... > A certified copy of the technical diploma ..... > An attestation of availability signed by the supervisor..... > Certified copy of ID card.....		
B.3.2	<b>01 Site foreman(Higher National Diploma (HND))</b>		
	Qualification of the Site foreman: (HND certificate in Civil or Rural Engineering (BAC +2 or equivalent certificate))		
	Professional experience of the Site foreman $\geq$ 03 years (signed CV)		
	> CV signed by the supervisor, ..... > A certified copy of the technical diploma ..... > An attestation of availability signed by the supervisor..... > Certified copy of ID card.....		
B.4	<b>TECHNICAL PROPOSALS</b>		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution with respect to the Tender file		
B.5	<b>LOGISTICS (Equipment put aside for this project)</b>		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	Proof of ownership or rental of a dump truck		
B.5.3	Proof of ownership or rental of other relevant equipment		
B.5.4	Proof of ownership of electrical/ wood drilling kit:		
B.6	<b>FINANCIAL CAPACITY</b>		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Attestation of site visit		
B.8	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.9	Special Technical Clauses initialed on all the pages and last page signed and stamped.		
B.10	Special Administrative Clauses completed and initialed on all the pages and last page signed and stamped.		

#### **FINANCIAL DOCUMENT**

No.	DESIGNATION.	YES	NO
C1	A tender letter, signed, dated and stamped.		
C2	Completed and signed frame work of unit prices initialed on all the pages and last page signed and stamped.		
C3	Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) initialed on all the pages and last page signed and stamped.		
C4	Sub details of unit prices initialed on all the pages and last page signed and stamped.		

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum of a technical score of 75% in the essential criteria

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

#### **Eliminatory criteria**

10. -Absence or non-conformity of a document in the administrative file, and not submitted within 48 hours on request.
11. -Deadline for delivery higher than prescribed;
12. -False declaration or falsified documents;
13. -Absence or insufficient bid bond;
14. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
15. -Incomplete financial file;
16. -Omission of a unit price and or quantified task on the bill of quantities and cost estimates
17. -Technical score less than 75% of the essential criteria;
18. -bidders with abandoned or overdue contracts, or suspended from public procurement



**DOCUMENT N°13:  
WORKING PLANS**