REPUBLIC OF CAMEROON Peace - Work - Fatherland



REPUBLIQUE DU CAMEROUN Paix -Travail - Patrie

MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

Open National Invitation to Tender N°004/ONIT/BCCITB/2022 of 09/02/2022 for the rehabilitation of some roofs at the Bamenda Main Market

TENDER FILE

Funding: 2022 Public Investment Budget of MINDDEVEL.

FEBRUARY, 2022

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Document n° 1: Invitation to Tender (IT)

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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 Contracting Authority and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account. On the other hand, each undertaking is paid into its
 - own account by the Contracting Authority 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 the 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 Contracting Authority shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.
 - 7.3 The Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

B. Tender File

Article 8: Content of Tender File

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

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

Document No. 2. The tender notice:

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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

Document No. 10. Model documents of the contract:

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

- a. Model of declaration of intention to bid
- b. Tender Model
- c. Model of Bid Bond
- d. Model of final bond
- e. Model of start-up advance bond
- f. Model of guarantee retention bond
- g. Provisional planning of works

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

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

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

Article 9: Clarifications on the Tender File and recourse

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

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

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

- 9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.
- 9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to MINMAP and the body in charge of the regulation of public contracts.

Article 10: Amendment of the Tender File

- 10.1The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.
- 10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.
- 10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 22 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority 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 the bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

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

iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

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

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract

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

1. The Special Administrative Conditions (SAC);

2. The Special Technical Conditions (STC).

b.4 Commentaries (optional)

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

c. Volume 3: Financial bid

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

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

In this regard, the bidders will use the documents and models provided in the Tender File, subject

to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning

the other possible forms of guarantees.

13.2 If in accordance with the provisions of the Special Regulations of the invitation to tender, bidders

who present bids for several lots of the same invitation to tender could indicate rebates offered in

case of award of more than one lot.

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

- 15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.
- 15.2 Option A: The amount of the bid shall be entirely made in the national currency.

 The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:
 - a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
 - b) The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.
- 15.3 Option B:The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

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

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

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

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

Article 16: Validity of bids

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

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

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for ninety (90) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:
 - fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

- 18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.
- 18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, subdetails of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution and has been evaluated as the lowest bid.
- 18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

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

Article 20: Form and signature of bid

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

D. Submission of bids

Article 21: Sealing and marking of bids

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

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

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

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
 - i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
 - iii) whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
 - (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
 - (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
 - (c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
 - 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
 - 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

Article 31: Conversion into a single currency

- 31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

- 32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
 - a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
 - b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
 - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e)By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
 - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

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

Article 34: Award

34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and

financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

- 37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.
- 37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 37.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

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

Article 38: Signing of the contract

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

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

Article 39: Final Bond

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a final bond, to guarantee the complete execution of the works.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Document n° 3: Special Regulations of the Invitation to Tender (SRIT)

Special Regulations of the Invitation to Tender

	Introduction						
1.1	Definition of Work: The works consist of the rehabilitation of some roofs at the Bamenda characteristics defined in the technical specification and the quantities given i whose roofs shall be rehabilitated include: the building between the main list some buildings in the tailoring line and the external buildings from the left sit platter's section. Some concrete and masonry works shall be done as part of increase the height of some of the buildings. This project has as aim the rehabilitation of the roofs of the buildings ment shall acquire the materials, mobilize the human resources and tools and all of the realization of the works. The works shall be carried out in the framework of and local authorities and shall be executed on behalf of the Bamenda City Coun Name and address of Contracting Authority: The City Mayor of Bamenda City Reference of the Invitation to tender: OPEN NATIONAL INV N°004/ONIT/BCCITB/2021 of 09/of some roofs in Bamenda Main procedure.	n the estimate. The and the seconde of the main go the rehabilitation of the rehabilitation of the development. Council. Council. COUNCIL TO 02/2022for the	The buildings and main line, gate up to the on in a bit to the contractor necessary for an of regional of TENDER rehabilitation.				
1.2	Execution timeframe: The maximum execution timeframe shall be three (03) c	alendar months.					
2.1	Source of Funding: Works referred to in this invitation to tender shall be funded by the 2022 Budget of the Ministry of Decentralization and Local Development. Name of the project: Rehabilitation of some roofs at the Bamenda Main Market.						
4.1	List of pre-qualified candidates:						
5.1	Sources of Materials, Equipment and supply of equipment and services: Local	ly					
6	Principal qualification criteria of the bidder:						
	 Eliminatory criteria Forged, scanned, false or fake document; Absence of bid bond; Non compliance with bid model; Deadline of execution more than the prescribed; Omission of a quantified task on the bill of quantities; Technical mark less than 80%; 						
	Essential criteria The following essential criteria shall be evaluated in a binary manner (satisfact Financial situation; Equipment; Personnel; Methodology of execution and conformity with technical specification and hygiene; References for similar works. Acceptance of the conditions of the contract						
6.1	The number of points that shall be awarded to each criterion and sub-criterion A. Financial situation		ws:				
	a. Financial capacity > 60 million Total A	Yes/No					
	I LOTAL A	//					

В.	R	eferences for similar works or experience	
	a.	Certified first and last pages of 2 similar contracts in the required domain ≥ 100 million realized within the past 3 years	Yes/No
	b.	Certified copies of the provisional reception reports of the contracts given for those executed in 2021 and final reception reports for those	
		executed before 2021.	Yes/No
To	tal l	3	/2

C.	Eq	uir	m	ent	and	tools

	Total C	/6
	ent in case of hire + carte grise or receipt of purchase	
	with certified copies of carte grise or receipt of purchase or lease	Yes/No
h.	Assorted concrete masonry tools (receipt of small tools)	
g.	Assorted carpentry tools (receipt of small tools)	Yes/No
	01 4x4wd pick-up	Yes/No
	01 dump truck	Yes/No
	01 concrete needle vibrator	Yes/No
	01 concrete mixer	Yes/No

D. Personnel

Works Director (Bac+3 minimum) in civil engineering	
a. Attestation of presentation of original of diploma	Yes/No
b. Certified copy of diploma	Yes/No
c. Experience in building and public works (≥5 yrs)	Yes/No
d. CV signed and dated	Yes/No
e. Attestation of engagement with the enterprise	Yes/No
f. Attestation of enrolment in the NOCE	Yes/No
Foremen for concrete (HND) in civil engineering	
a. attestation of presentation of original of diploma	Yes/No
b. certified copy of diploma	Yes/No
c. experience in building construction and public works (≥3	yrs) Yes/No
d. CV signed and dated	Yes/No
e. Attestation of engagement with the enterprise	Contract of the
Foremen carpentry and joinery works CAP in Carpentry and	Joinery works
a. attestation of presentation of original of diploma	Yes/No
b. certified copy of diploma	Yes/No
c. experience in carpentry and joinery works (≥3 yrs)	Yes/No
d. CV signed and dated	Yes/No
e. Attestation of engagement with the enterprise	
Total D	/16

E. Methodology of execution and conformity with technical specifications, environmental protection and hygiene

P	otection and mygicine	
a.	Consistence site installation	Yes/No
b.	Consistence Description of post of work	Yes/No
C.	Consistence Organizational chart of the enterprise	Yes/No
d.	Consistence Organizational chart for the execution of the works	Yes/No
e.	Consistence Planning of execution of works	Yes/No
f.	Consistence Attestation of site visit	Yes/No
g.	Consistence Site visit report with pictures	Yes/No
h.	Consistence methodology of execution and internal control	Yes/No
i.	Consistence Means of communication	
j.	Consistence Use of human intensive labour and manpower	Yes/No
	deployment plan	Yes/No
k.	Consistence Environmental protection measure	
1.	Consistence security of the personnel measures	Yes/No

	m. Consistence protection against HIV/SIDA and covid- 19 plan	Yes/No
	n. Consistence maintaining of circulation during work and	Yes/No
	signalisation	Yes/No
	Total E	/14
	F. Acceptance of the conditions of the contract	
	 a. The Special Administrative Clauses (SAC) initialled on all pages and signed on the last page b. The Special Technical Clauses (STC) initialled on all pages and 	Yes/No
	signed on the last page a. Quality of tender (orderliness, binding and neatness)	Yes/No Yes/No
	Total F	/3
	TOTAL A+B+C+D+E+F = 42 points The minimum acceptable total score obtained for the technical offer shall be	e 80% = 34yes/42.
7.3	 Visit of the site of work: It is important for the Bidder to visit and inspect the work site and its himself and under his own responsibility all information that may be of the bid and the execution of work. The cost of the site visit shall be seen to be a site of the site	necessary for the preparation supported by the Bidder.
	 The Contracting Authority will allow the Bidder and its employees of and/or its land for purposes of that visit, but only on the express of employees and agents free the Contracting Authority, its employees at that may arise and compensation necessary, and they remain responsive corporal, loss or damage, costs and expenses incurred as a result of this. The Contracting Authority may arrange a tour of the work site at the 	ondition that the Bidder, it and agents from any liability nsible for fatal accidents of visit.
	preparation of tenders referred to in Article 19 of GRIT.	
12	Language of the bid The offer and all correspondences and documents exchanged between the Authority will be written in English or French.	Bidder and the Contracting
13.1	Envelope A- Volume 1: Administrative documents	regrouped in three volumes letailed as follows
3.1	inserted respectively in internal envelopes and description of the international invitations to tender, they will notably include:	letailed as follows
3.1	inserted respectively in internal envelopes and description of the international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according)	letailed as follows
3.1	inserted respectively in internal envelopes and described Envelope A- Volume 1: Administrative documents For international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according b. The group agreement, where applicable;	letailed as follows
13.1	inserted respectively in internal envelopes and description of the international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according)	letailed as follows
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3.1	inserted respectively in internal envelopes and described Envelope A- Volume 1: Administrative documents For international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according b. The group agreement, where applicable; c. The power of attorney where applicable; d. A certificate of non-bankruptcy established by the Court of First Instatestablished by the competent institution of the country of residence of the more than three (3) months preceding the date of submission of bids; e. An attestation of the bidder's domiciliary bank issued by a bank approve	to the attached model); nce or any other documenthe foreign bidder dated noted by the Ministry in charge
13.1	inserted respectively in internal envelopes and described Envelope A- Volume 1: Administrative documents For international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according b. The group agreement, where applicable; c. The power of attorney where applicable; d. A certificate of non-bankruptcy established by the Court of First Instates established by the competent institution of the country of residence of the more than three (3) months preceding the date of submission of bids; e. An attestation of the bidder's domiciliary bank issued by a bank approve of finance of Cameroon, except otherwise provided by the provisions of the country of the provisions of the country of the provisions of the country of the bidder's domiciliary bank issued by a bank approve of finance of Cameroon, except otherwise provided by the provisions of the country of the provisions of the country of the bidder's domiciliary bank issued by a bank approve of finance of Cameroon, except otherwise provided by the provisions of the country of the country of the country of the bidder's domiciliary bank issued by a bank approve of finance of Cameroon, except otherwise provided by the provisions of the country of the c	to the attached model); nce or any other documenthe foreign bidder dated not by the Ministry in charge funding agreement; lion nine hundred and fifty. I and a validity of 30 days approved by the Ministry of
3.1	 inserted respectively in internal envelopes and Envelope A- Volume 1: Administrative documents For international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according b. The group agreement, where applicable; c. The power of attorney where applicable; d. A certificate of non-bankruptcy established by the Court of First Instatestablished by the competent institution of the country of residence of the more than three (3) months preceding the date of submission of bids; e. An attestation of the bidder's domiciliary bank issued by a bank approve of finance of Cameroon, except otherwise provided by the provisions of the Receipt of purchase of the Tender File; g. A bid bond (according to the attached model) of an amount of three mill seven thousand one hundred and seventy-one (3,957,171) Francs CFA beyond the date of validity of the bids established by a first-rate bank of the seventy-one than the date of validity of the bids established by a first-rate bank of the seventy-one than the date of validity of the bids established by a first-rate bank of the seventy-one than the date of validity of the bids established by a first-rate bank of the seventy-one than the date of validity of the bids established by a first-rate bank of the seventy-one than the country of the bids established by a first-rate bank of the seventy-one than the country of the bids established by a first-rate bank of the country of the bids established by a first-rate bank of the country of the bids established by a first-rate bank of the country of the bids established by a first-rate bank of the country of the bids established by a first-rate bank of the country of the bids established by a first-rate bank of the country of the bids established by a first-rate bank of the country of the bids established by the country of the bids established by the country of the bids established by the country of the bids establis	to the attached model); to the attached model); nce or any other documenthe foreign bidder dated not attached model by the Ministry in charge a funding agreement; lion nine hundred and fifty and a validity of 30 days approved by the Ministry of funding agreement;
3.1	 inserted respectively in internal envelopes and Envelope A- Volume 1: Administrative documents For international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according b. The group agreement, where applicable; c. The power of attorney where applicable; d. A certificate of non-bankruptcy established by the Court of First Instatestablished by the competent institution of the country of residence of the more than three (3) months preceding the date of submission of bids; e. An attestation of the bidder's domiciliary bank issued by a bank approve of finance of Cameroon, except otherwise provided by the provisions of the Receipt of purchase of the Tender File; g. A bid bond (according to the attached model) of an amount of three mileseven thousand one hundred and seventy-one (3,957,171) Francs CFA beyond the date of validity of the bids established by a first-rate bank of Finance in Cameroon, except otherwise provided by the provisions of a job An Attestation of Non-exclusion from public contracts delivered by the 	to the attached model); to the attached model); nce or any other documenthe foreign bidder dated not attached model by the Ministry in charge a funding agreement; lion nine hundred and fifty and a validity of 30 days approved by the Ministry of funding agreement;
3.1	inserted respectively in internal envelopes and be Envelope A- Volume 1: Administrative documents For international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according b. The group agreement, where applicable; c. The power of attorney where applicable; d. A certificate of non-bankruptcy established by the Court of First Instatestablished by the competent institution of the country of residence of the more than three (3) months preceding the date of submission of bids; e. An attestation of the bidder's domiciliary bank issued by a bank approve of finance of Cameroon, except otherwise provided by the provisions of the Receipt of purchase of the Tender File; g. A bid bond (according to the attached model) of an amount of three mileseven thousand one hundred and seventy-one (3,957,171) Francs CFA beyond the date of validity of the bids established by a first-rate bank of Finance in Cameroon, except otherwise provided by the provisions of a job in the An Attestation of Non-exclusion from public contracts delivered by the regulation of public contracts; i. Certified copy of tax payer's card;	to the attached model); to the attached model); nce or any other documenthe foreign bidder dated not attached model by the Ministry in charge a funding agreement; lion nine hundred and fifty and a validity of 30 days approved by the Ministry of funding agreement;
3.1	inserted respectively in internal envelopes and be Envelope A- Volume 1: Administrative documents For international invitations to tender, they will notably include: a. Declaration of intention to tender, stamped for local bidders (according b. The group agreement, where applicable; c. The power of attorney where applicable; d. A certificate of non-bankruptcy established by the Court of First Instatestablished by the competent institution of the country of residence of the more than three (3) months preceding the date of submission of bids; e. An attestation of the bidder's domiciliary bank issued by a bank approve of finance of Cameroon, except otherwise provided by the provisions of the Receipt of purchase of the Tender File; g. A bid bond (according to the attached model) of an amount of three mill seven thousand one hundred and seventy-one (3,957,171) Francs CFA beyond the date of validity of the bids established by a first-rate bank of Finance in Cameroon, except otherwise provided by the provisions of a job h. An Attestation of Non-exclusion from public contracts delivered by the regulation of public contracts; i. Certified copy of tax payer's card;	to the attached model); to the attached model); nce or any other documenthe foreign bidder dated not attached model by the Ministry in charge a funding agreement; lion nine hundred and fifty and a validity of 30 days approved by the Ministry of funding agreement;

m. Certified copy of business registration;

In addition, bidders installed in Cameroon should produce the following documents:

- a. An attestation less than three (3) months old signed by the Director General of the National Social Insurance Fund certifying that the bidder has fulfilled his obligations towards the fund;
- b. An attestation less than three months old signed by the Director of Taxes certifying that the bidder has effected all statutory declarations in issues of taxes for the current financial year;
- c. In case of a group of companies each member of the group must present a complete administrative file, documents e, f, g, shall be presented only by the representative of the group.
- d. Envelope B- Volume II: Technical bid

b.1 Information on qualifications

- 1. The list of references for three similar works within the last 3 years ≥ 100 million, attaching justifying documents (certified contract's first and last pages including their reception minutes).
- 2. An attestation of financial capacity delivered by a banking institution recognised by COBAC of not less sixty million (60 000 000) Francs CFA.

(See essential criteria A and B, page 34)

b.2 Technical proposals

- Methodological note with a report of site visit, the description of works, the planning, list of
 equipment to be used to carry out the work (attach proof of ownership) as well as environmental
 protection measures and hygiene;
- 2. The organization of the team in charge of execution with the qualifications and CVs of key personnel (site supervisor, foreman etc.), attaching justifying documents;
- 3. An attestation of site visit signed by the Contracting Authority or his representative.

(See essential criteria C, D and E, page 34)

b.3 Proofs of acceptance of the contract conditions

The Bidder will also include copies of documents duly initialled and sign on the last page of administrative and technical character regulating the contract, namely:

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

(See essential criteria F, page 35)

Envelope C- Volume III: Financial bid

- c.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;
- c.2 The duly filled Unit price schedule;
- c.3 The duly filled detailed estimates;
- c.4 The sub-details of prices and/or the breakdown of all-in prices

N.B The various parts of the same file must obligatorily be separated by color dividers both in the original and in the copies in a way as to facilitate its examination.

Amount and currency of the offer 14.3 All duties, taxes and charges payable by the Bidder under the future contract or otherwise, thirty (30) days before the deadline for submission of bids will be included in the price and the total amount of its bid. 14.4 Prices are not revisable 15.1 Not relevant 15.2 Currency of the Contracting Authority: Franc CFA and 15.3

	Preparation and submission of offers				
16.1.	Period of validity of offers: Bidders shall be bound by their tenders for a period of ninety (90) days with effect from the tender- submission deadline.				
17.1.	Amount of the bid bond: The amount of the bid bond shall stand at three million nine hundred and fifty-seven thousand one hundred and seventy-one (3,957,171) Francs) CFA.				
19.1.					
20.1.	Number of copies the offers to be filled and submitted: Each offer written in English or French in five (5) copies; one original and 4 copies labelled as such.				
21.2.	Address of the Contracting Authority to be used to send the offers: Bamenda City Council; Department of Technical Services, Tel: 233 36 12 67/677 14 41 31.				
	Number of the invitation to tender: OPEN NATIONAL INVITATION TO TENDER N° 004/ONIT/BCCITB/2022				
22.1.	Date and time for submission of bids: 03/03/2022 at 12 noon local time precisely.				
25.1.	Place and date of opening of the bids: Bamenda City Council conference room; 03/03/2022 at 1 pm, local time.				
	Evaluation and comparison of the bids				
31.2	Currency reserved for the conversion to a single currency: Source of exchange rate: Date of exchange rate:				
32.2.(e)	The execution timeframe will be evaluated as follows: The execution timeframe is not a criterion for evaluation.				
32.2.(g)	The method of evaluation of the technical variable is the following: Not relevant.				
33.1.	Not relevant				
	Award of the contract				
39.1. 39.2	The final bond is 3% of the amount inclusive of all taxes of the contract and will be established according to the model provided in this Invitation to Tender.				

Document n°4: Special Administrative Conditions (SAC)

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Chapter I: Generalities

Article 1: Subject of the contract

The subject of this contract is the realization of the works of the rehabilitation of some roofs at the Bamenda Main Market.

Article 2: Procedure of award of the contract

This contract shall be awarded through Open National Invitation to Tender N°004/ONIT/BCCITB/2022 of 09/02/2022.

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

3.1 General definitions (cf. Code)

The City Mayor of the Bamenda City Council: He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.

- The Contracting Authority is the Minister of Decentralization and Local Development.
 - The Delegated Contracting Authority is the City Mayor of Bamenda City Council.
 He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
 - The Contract Manager shall be the Director of Technical Services in Bamenda City Council.
 - The Contract Engineer is the Divisional Delegate of Public Works for Mezam hereinafter referred to as the Control Engineer.
 His Missions will be to proceed on the technical control of the project and ensure the strict respect of the contract.
 - The Contractor is the holder of the contract
 - The competent Tenders Board is the Bamenda City Council Internal Tenders Board.
 - The Attributions of the **Project Manager** is given to the consultant in charge of control and supervision of the works, who examines, verifies, testifies and approves the quality and quantity of all works executed. In consequence, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done. He works in collaboration with the Contract Manager
 - Official in charge of unannounced controls: Regional Control Brigade MINMAP/NWR.

3.1 Security

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

In this case:

- Authority in charge of the order to pay: The Delegated Contracting Authority;
- Accountant in charge of payment: The Regional Treasurer of the North-West Regional Treasury;
- Competent Authority for enquiries: The Project Owner (or his competent services).

Article 4: Language, applicable law and regulation

- 1.4 The language to be used shall be English and/or French.
- 1.5 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: Constitutive documents of the contract (Article 4 of GAC)

The constituent contractual documents of this contract are in order of priority:

- 1. The letter of submission or the act of engagement.
- The offer of the Contractor and its annexes in all dispositions none contrary to the Special Administrative Clauses and the Special Technical Clauses mentioned herein;
- The Special Administrative Clauses (SAC);
- 4. The Special Technical Clauses (STC);
- The elements peculiar to the determination of the amount of the contract, such as, by order of priority: the
 prices list; the state of standard prices; the detail estimate; the decomposition of standard prices and/or the
 sub-detail of unit prices;
- 6. Plans, calculation details, survey and geotechnical documents;
- 7. The General Administrative Conditions applicable to the public contracts of works and enforced by decree N° 033 du 13 February 2007;
- 8. The Special Technical Clauses (STC) applicable to works subject of this contract.

Article 6: Applicable general texts

This contract shall be governed by the following general texts:

- 1. Law No. 96/12 of 5 August 1996 on the management of the environment;
- 2. The Mining Code;
- 3. Texts governing the various professional bodies;
- 4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- 5. Decree No. 2003/651/PM of 16 April 2003 to lay down the modalities of application of fiscal and custom regulations in Cameroon;
- 6. Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
- 7. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
- 8. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- 9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- 10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- 11. Circular relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
- 12. Unified Technical Documents (DTU) for building works;
- 13. Applicable standards;
- 14. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:

- a) In the case where the contractor is the addressee: Sir/Madam......
- b) Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contracting Authority and Contract Manager, correspondences shall be validly addressed to the Bamenda II council, jurisdiction within which the work was done;
- c) In the case where the Contracting Authority is the addressee:
- d) The City Mayor of Bamenda City Council with a copy addressed to the Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- e) In the case where the Project Owner is the addressee:
 - The City Mayor of Bamenda City Council with a copy addressed within the same deadline to the, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The contractor shall address all written notifications or correspondences to the Delegated Project Manager with a copy to the Contract Manager.

Article 8: Service Orders (Article 8 of GAC)

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

- 8.1 The Service Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with a copy to the Contract Owner, the Contract Engineer and the Organ in charge of payment.
- 8.2 Upon proposal by the Delegated Project Manager, Service Orders with an incidence on the objective, the amount and execution deadline shall be signed by the Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contracting Authority, the Contract Engineer, the Project Manager and the Delegated Project Manager and the Organ in charge of payment.
- 8.3 Service Orders of a technical nature relating 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 Delegated Project Manager with a copy to the Contracting Authority, Contract Manager and the Contract Engineer.
- 8.4 Service Orders formal notices shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and the Project Manager.
- 8.5 Service Orders for suspension or resumption of work as a result of the weather or any other case of unforeseen circumstance shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Contract Manager, Contract Engineer, Project Manager and the Delegated Project Manager.
- 8.6 Service 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 Service Order received. Having reservations shall not exonerate the enterprise of executing the Service Orders received.
- 8.8 Concerning Service Order signed by the Contracting Authority and notified by the Contract Manager, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Contract Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.

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

9.1 The present contract is of a single phase.

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

- 10.1 All modifications even partial to the propositions of the technical offer will be done only after certification by the Engineer. In case of modification, the Contractor will have to replace with a personnel of competence (qualification and experience) at least equal or with equipment of similar performance and in a good operating state.
- 10.2 In any case, the lists of supervisory staff and equipment to be used shall be subject to the approval of the Contract Engineer in a time-limit of fifteen (15) days following the notification of the Service Order to start execution. The Contract Engineer has at his disposition seven (7) 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 list of supervisory staff and equipment given in the technical bid prior to and during the works shall constitute a motif for termination of the contract as mentioned in article 45 below or the application of penalties up to ten (10) percent.

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 three (3) %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 reception of the works, following a release issued by the Contracting Authority upon request by the contractor.

11.2. Performance bond

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

The return or release of the retention fund or security (bond) shall be done within one month after the final reception upon a release issued by the Contracting Authority upon request by the contractor.

11.3. Start-up advance bond

This Start-up advance must be guaranteed by a reimbursement guarantee bond or caution at one hundred per cent (100%) by a local Banking Institution certified by the Minister in charge of finance under the conditions of the COBAC.

The refunding of the start-up advance bond or the caution will be done when this advance must have been totally reimbursed on a release order delivered by the Contracting Authority at the request of the Contractor.

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

The amount of this	contract as indicated	in the attached [d	detail or esti	imates] is	_ (in figures) _	(in
letters) CFA francs	Inclusive of All Taxe	s; that is:				

-	Amount exclusive of VAT: _		() CFA F
	Amount of VAT	() CEA F.	

- Amount of IR () CFA F.
- Amount inclusive of VAT _____CFA F
- Net to be paid=Amount exclusive of VAT IR

Article 13: Place and method of payment

The Contracting Authority shall release the sums due in the following manner:

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No._____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No.______ opened in the name of the contractor in bank.

Article 14: Variation of Prices

Prices are fixed and not subject to revision.

Article 15: Formula for the revision of Prices

Not necessary.

Article 16: Formula for actualization of Prices

Not necessary.

Article 17: Works pre-financed by the Delegated Contracting Authority "Travaux en régie"

Not necessary.

Article 18: Valorisation of the works

This contract is of unit and all-in prices.

Article 19: Valorisation of supply

Not necessary.

Article 20: Start-up advance (article 28 of the GAC)

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

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

21.1 Verification of works executed

Before the 30th of each month, the Contractor and the Engineer of the contract will establish a contradictory attachment which recapitulates and fixes the quantities of works realised for each list of work that gives right to payment.

21.2 Monthly detailed account

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

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

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

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

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

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

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

Payments shall be done by the Municipal Treasurer within a maximum deadline of 21 calendar days from the date of submission of the approved detailed accounts.

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

A. Penalties for delay

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

B. Specific penalties [amount to be indicated]

- 23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non-observation of the provisions of the contract, especially:
 - Late submission of final bond;
 - Late submission of insurances;
 - 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)

Co-contractors will distribute the funds which are paid by the Contracting Authority in a single account.

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 reception, 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 at their disposal a deadline of seven (7) days to notify the corrected project and accepted by the Engineer.
- 25.3 The Contractor has at his disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

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

- 26.1 At the end of the guarantee period which results in the final reception of the works, the Contract Manager draws up the general and final detailed accounts of the contract which will be signed jointly by the contractor and the Contracting Authority. This detailed account includes:
 - the final detailed account.
 - the balance
 - the summary of monthly payments on account.

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

26.2 The Contractor has at his disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

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 IR 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 charges 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:

- Site installation:
- Demolition of existing roofs;
- Concrete and masonry works;
- Roof and ceiling works;
- Painting and drainage works
- All other subjections necessary for good execution of the works.

Article 30: Role and responsibilities of the Contracting Authority (GAC supplemented)

30.1 The Contracting Authority 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 Contracting Authority shall ensure the contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

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

31.1 The time-limit for the execution of the works forming the subject of this contract shall be: three (03) calendar months.

31.2 This time-limit shall run from the date of notification of the Service 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 (5) copies at the beginning of the execution of the works.

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 Contracting Authority shall make available the site and access ways to the contractor at the appropriate time as the works progress.

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

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

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

Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented) 35.1 Programme of works, Quality Assurance Plan and others (to be specified).

a. Within a maximum deadline of twenty one (21) days, as from the notification of the service order to start work, the Contractor shall submit, in five (5) copies, for the approval of the Contract Manager the program of execution of the works, the calendar of supply and his plan of environmental management.

This program shall be presented following the models furnished.

Two (2) copies of the documents shall be returned in a deadline of ten days as from their reception with:

- Either with the approval mention "good for execution";
- Or the mention of their reject accompanied by the motives of the said reject.

The contractor has at his disposal eight (8) days to present a new one. The Contract Manager disposes then a deadline of five (5) days to give his approval or make eventual remarks. In this case, the procedure is restarted without that this modifies the contractual duration.

The approval by the Contract Manager or Project Manager does relief the Contractor of his responsibility. Meanwhile the works executed prior to the program will not be verified or paid. The actualized approved planning becomes the contractual planning.

The contractor shall constantly update on site, the planning that will take account the real progress of the site. Significant modifications may only be made on the contractual program only after the approval of the Project Manager.

After approval of the execution planning by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without suspensive effect of its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution planning accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- a) The Environment Management Plan should bring out notably the technical conditions choice of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- b) 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.
- c) 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 program

- a) The execution plans and documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Delegated Project Manager at most one month (specify the duration which must not exceed one month) prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Delegated Project Manager has a deadline of fifteen (15) days to examine and make known his observations. The contractor then has a deadline of eight (8) days to present a new file including the said observations.
- 35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of one month after the notification of the Service Order to commence work.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: The Senior Divisional Officer for Mezam in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project Manager shall notify within seven (7) days following the date of notification of the Service Order to commence work, the basic points and levels of the project.

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

The part of the works to be sub-contracted shall be 25% of the initial amount of the contract and its additional clause.

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

- 39.1 Indicate if necessary the modalities for carrying out the tests and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Manager has a deadline of fourteen (14) 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 Delegated Project Manager or Engineer, where need be and the contractor's representative each day.
- 40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

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

The use of explosives is forbidden.

Chapter IV: Acceptance

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

Before the provisional reception, the contractor shall request in writing to the Contracting Authority with a copy to the Contract Manager, the Engineer and the organ in charge of payment the organisation of a technical visit prior to the provisional reception.

- 42.1 Tests included in the operations prior to reception (not applicable).
- 42.2 Possible ascertainment of the folding up of the site installations and the restitution of the site as was [insert and modify if applicable];
- 42.3 The Reception Commission shall comprise the following members indicatively:
 - i. The Project Owner or his representative as chairperson;
 - ii. The Contract Manager as member;

- iii. Contract Engineer as secretary;
- iv. The Stores Accountant as member;
- v. The DD/MINDDEVEL as member:
- vi. RD/MINMAP as observer:
- vii. The Contractor as observer.

The contractor shall be invited to the reception by mail at least 10 days prior to the acceptance. He is bound to attend (or be represented).

He takes part in the reception as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Reception Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the reception and shall proceed to provisional reception of the works if that be the case.

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

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

- 42.4 Partial receptions are not previewed in the framework of this contract.
- 42.5 The guarantee period begins from the date of provisional reception.

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

- 43.1 Within 30 days after the provisional reception of all the work, the Contractor will submit a dossier of verification with a plan to 1/100e and a report describing the work done.
- 43.2 The bond of the good execution of work will be released only after the submission of the dossier of verification.

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

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

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

- 45.1 Final reception shall take place within a maximum deadline of twenty one (21) days from the date of expiry of the guarantee.
- 45.2 The Project Manager shall be a member of the commission.
- 45.3 The procedure for final acceptance shall be the same as for provisional acceptance.

Chapter V: miscellaneous provisions

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

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 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 Service
 Order or unjustified stoppage of work for more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10% of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non-payment for services

Article 47: Case of unforeseen circumstances (article 75 of the GAC)

If the contractor were to raise the issue of unforeseen circumstances, the thresholds below which claims shall not be admitted are:

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

Article 48: Disagreements and disputes (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this contract may be settled amicably.

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 49: Formatting and reproduction of this contract

Seven (7) copies of this contract shall be produced at the charges of the contractor and submitted to the Contract Manager.

Article 50 and last: Entry into force of the contract

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

Document n° 5 : Special Technical Clauses (STC)

SPECIAL TECHNICAL SPECIFICATIONS (STC)

GENERALITIES

The contractor in charge of this execution must make careful studies of the working drawings. Visit the site and bring up points not understood to the site supervisor for a clarification before making shop drawings and before setting out is carried out.

He will proceed to a careful study of the project and make observations and furnished modifications to the Architect before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of the foundation

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0.0 INFORMATION

0.0.1 Aims: Objectives

The City mayor of the Bamenda City Council in Mezam Division, North West Region, hereinafter referred to as the Delegated Contracting Authority, intends to rehabilitate some roofs at the Bamenda Main Market. The aim of this present specification is thus to describe the materials and equipment to be used as well as the works to be carried out in connection with the realisation of the project.

This descriptive notes and technical specifications are drawn up for the purpose of execution of the works of the rehabilitation some roofs at the Bamenda Main Market. This handbook is for those to execute, supervise and the client, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve this highly desired goal. Building materials concerned are generally what is accepted in the construction industry and only qualified technicians are required to transform these materials into the structure clearly shown on the working drawings as its aesthetics is also very much dependent on the manipulation of the carefully chosen materials.

This section is intended to be complementary to, or supplementary to all what is not contrary to the provisions of the general terms of Contract. All information relating to the works shall be obtained at the Office of the Contracting Authority.

No verbal answer will be given to any enquiries with regard to the meaning of drawings and specifications nor will any verbal instructions be given before the award of the contract. No verbal statement regarding the contract by any person previous to the award of the contract will be authoritative. Any explanation desired by Bidders must be requested in writing. If a reply is made, it will be communicated to all who have indicated their intention to tender for the works.

0.0.2 Errors

Should any errors, omissions, inconsistencies or obscurity in wording appear or occur in the drawings or in the specifications, or should there be any discrepancies between drawings and specifications, the Bidder shall, before submitting his bid, apply to the Contracting Authority, in writing, for an interpretation and determination of the intent of the drawings and specifications. Any interpretation made by the Contracting Authority before the submission of bids shall be a part of the tender Document.

0.1 Space Program

According to the Contracting Authority's brief to us, the total area of roofs to be rehabilitated is 7465.27 m²

0.2 Scope of Studies.

The Architectural and Engineering design studies for the roofs have been done to final working drawing stage to give a complete understanding of the nature and complexity of the roofs in terms of the materials to be used for its construction, including all finishes, as well as the functional and operational relationship of the spaces to be created.

The Contractor(s) selected for the works shall be expected to engage the necessary expertise to produce all workshop or production and detailed installation drawings to the satisfaction of the Contracting Authority prior to execution. The Contractor(s) shall be deemed to have verified and ascertained the recommendations contained in the drawings and specification, and to be in a position to carry out the works in accordance with the drawings, or should they wish to modify any recommendation, provide evidence that the solution(s) they have adopted give the same or improved performance and cost effectiveness.

0.3 Examination of Site.

The Contractor shall be held to have examined the site and have compared it with the drawings and specification and to be satisfied that the conditions existing at the site at the time of estimation of work are such as to enable the works to be completed properly. No allowance will subsequently be made or conceded by reason of any error due to the Contractor's neglect to comply with the requirements of this clause.

0.4 Guarantees

The contractor shall guarantee all works executed for a period of one year running after the provisional acceptance of works. All defective work shall be made good and defective fittings replaced at the contractor's expense prior to final acceptance of the works.

0.5 Materials, Workmanship, Tools, etc...

The materials of all items shall at all times be subjected to inspection, and supervision of the Project Manager who may reject any workmanship and/or material which do not conform to the intent of the drawings and Specifications.

0.6 Contractor's Site Engineer

The Contractor must devote his time and personal attention to the work, and shall employ and retain at the building site from the commencement until the entire completion of the work, a Contractor's Project Engineer, competent and capable of maintaining proper supervision and care of the works and acceptable to the Project Manager, who in the absence of the Contractor, irrespective of any Engineer or foreman employed by any sub-contractor, shall see that the instructions of the Project Manager are carried out.

0.7 Contractor's Scope of responsibility

The Contractor will be held responsible for all approved work and materials which conform to all plans and specifications until the work is completed and accepted. He shall keep reliable watchmen from the beginning to the completion of the works. The Contractor will be held responsible for any and all damages which may arise or occur to any party whosoever, or injury to persons by reason of the works. In this regard he must ensure that the site personnel and site Supervisors, third parties and the works are adequately protected in accordance with the norms and the regulations in force.

0.8 Scaffold, Ladders and Temporary Stairs & Shed

The Contractor shall furnish and securely set scaffolding required for his work. All Scaffolding shall be of good sound materials, of adequate dimensions for its intended use and substantially braced and tied to ensure absolute safety for those required to use it. The Contractor shall provide all ladders required for his work. Ladders shall comply with all labour Law requirements.

0.9 Removal of Rubbish.

The Contractor shall at all times keep the building premises and surrounding sidewalks clean and free from rubbish and discarded or surplus materials; he shall identify handy locations about the premises to receive all rubbish and discarded or surplus materials, and shall direct his workers to deposit their rubbish and surplus materials in the receptacles provided for this purpose or in orderly piles in locations as he may designate.

1.10 Method of Construction and Work Plan

The Contractor shall submit to the Engineer not later than 28 days from the date of award of the Contract a general description of his proposed arrangements and methods for the execution of the Works, including temporary offices, buildings, access roads, deviations, Contractor's Equipment and its intended production output, working shift arrangements, strengths of work force of skilled and unskilled labour, supervision arrangements, power

supply arrangements, supply of materials, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.

During the execution of the Works, the Contractor shall also submit to the Engineer full and detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance with the foregoing.

The Engineer's normal working hours shall be defined as 7.30 am to 5.30 pm on weekdays with Sundays set aside for rest. If the Contractor wishes to execute Permanent Works outside these hours, or on public holidays he shall obtain the written permission of the Administration as required, and the Engineer should be informed at least one full working day in advance to enable the Engineer to make provision for supervision of such work.

0.11 Other Contractors

The Contractor is advised that other Contractors employed by the Employer and employees of the Employer may be working in connection with the Project on and around the Site.

Pursuant to the Conditions of Contract the Contractor shall not interfere in any way with any works, or property belonging to the Employer or a third party, irrespective of whether the position of such works is indicated to the Contractor by the engineer or not. The Contractor shall respect any works executed by others and articles supplied or installed by others and shall be held responsible for any loss or damage thereto if caused by him, his employees or his Subcontractors.

0.12 Displacement of Existing Networks

The Contractor shall request the services concerned to reroute any services network (water, electricity, telephone, ...) crossing the project site. The Contractor shall also take all necessary measures to channel off any natural water flowing through the project site.

0.13 Construction Photographs and Videos

The Contractor shall be responsible for the production of Construction Photographs and Videos as provided herein.

Photographs and Videos of the entire Site, or pertinent features thereof, shall be taken before the commencement of Works and promptly submitted to the Engineer. The same views shall be re-photographed upon completion of all the construction activities and a complete edited video shall be submitted with the Contractor's application for final payment. Additional photographs and videos shall be made each month throughout the progress of the Works at such times as requested by the Engineer, and submitted with the Contractor's application for progress payment.

SECTION 1: Site Installation, Complementary Studies And Preparatory Works

1.1 General Site Installation:

The Contractor shall ensure the bringing to site of all installations, equipment and materials necessary for the execution and internal control of the works, as well as their withdrawal from site at the end of the project.

After the Contract is placed and before work commences the Contractor shall submit to the Engineer drawings showing the general arrangement of his Temporary Works with diagrams and descriptions showing how he proposes to execute such Temporary Works and how they fit into his programme, pursuant to the Conditions of Contract, for the execution of the whole Works, all to be subject to the consent of the Supervising Engineer. The whole of the

Temporary Works and the equipment and appliances used, shall be the liability of the Contractor in regard to their construction, safety, maintenance and removal on completion of the Contract and consent by the Engineer shall in no way relieve the Contractor of his duties or responsibilities under the Contract.

1.2 Site Identification Board

Within five (05) days from the date of notification to commence the works, the Contractor shall provide, erect and maintain in a clearly legible condition and conspicuously displayed at the entrance to the site from the beginning of the work until the completion and acceptance of the project, a site identification board in accordance with a format approved in advance by the Employer. The board shall contain the following information: Republic of Cameroon, Peace – Work – Fatherland (in English and in French), Title of the Project, Employer, The Funding Bodies, Project Engineer, Executing Contractor, Design Consultants, Project duration and any other information as requested by the Project Engineer.

No other sign of any nature shall be placed closer than 8.00m to this temporary sign, unless required for purposes of security, in which case it shall be placed as not to obscure this sign or part of it in anyway.

1.3 Other Signboards

At the request of the Supervising Engineer, the Contractor may provide, erect and maintain other signboards which shall then be erected at locations to be instructed by the Engineer.

1.4 Hoarding

The Contractor shall, immediately upon the date for site possession and at his own expense, supply, erect and enclose the whole of the site within a hoarding not less than 2.4 metres high using materials of his choice, in order to screen off the work area. The hoarding shall be uniform in appearance, and constitute sufficient obstacle to prevent ingress of unauthorised persons or children, and be complete including all necessary padlocked gates, fans and screens to ensure the safety of the public, adjoining owners, and the works. The hoarding shall be adjustable during the course of the works as required and shall be maintained till the end of the project.

1.5 Surveillance and Guarding

The Contractor shall deploy all necessary human and material means to ensure surveillance and guarding of the site by day and by night, throughout the entire duration of the project up till provisional Taking-Over.

1.6 Site Clearing and Maintenance of Access Roads

During the execution of the works the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

Access roads leading to the site within the project area shall be kept accessible at all times. The portions of the roads to be maintained shall be those directly linked with the execution of the Building, from the exit point of their intersection with the principal road of the project.

1.7 Site Office and Meeting Room

The Contractor shall provide site office for his own use, for his site laboratory, and for site meetings.

1.8 Temporary Service Connections

The Contractor shall make all necessary arrangements to ensure connection of the site to water, electricity, telephone and other sundry services networks required in connection with the execution of the works.

The Contractor shall provide a clean, sufficient and continuous supply of fresh water, both for construction of the Works and for all offices, laboratories and workshops. He shall undertake all arrangements including pipelines and meters for connecting to local water mains and the provision of pumps, storage tanks or water conveyance where necessary, payment for all fees and water charges and the satisfactory removal of all such arrangements and provisions on completion of the Works.

The water shall be clear of suspended solids and free from any matter in quantities considered by the Engineer to be deleterious to the work. Water supplied to all the offices, laboratories and houses shall be wholesome and potable to the satisfaction of the public health authorities in the area of the Site.

1.9 Health, Safety, and Accidents

The Contractor shall ensure, in so far as is considered by the Engineer to be reasonably practicable and to the Engineer's satisfaction, the health, safety and welfare at work of his employees including those of his Subcontractors and of all other persons on the Site. His responsibilities shall include:

- a) The provision and maintenance of the Contractor's equipment and the adoption of methods of work that are safe and without risk to health,
- b) The execution of suitable arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage, transport and disposal of articles and substances,
- c) The provision of protective sectioning and equipment, with such personnel and equipment and such information, instruction, training and supervision as are necessary to ensure the health and safety at work of all persons employed on the Works all in accordance with the laws of Cameroon,
- d) The provision and maintenance of suitably equipped and staffed first aid stations throughout the extent of the Works to the satisfaction of the Engineer. The Contractor shall allow in his prices and be responsible for the cost of all such site welfare arrangements and requirements,
- e) Designation as Safety Officer of one of his senior staff who shall have specific knowledge of safety regulations, and experience of safety precautions on similar works and who shall advise on all matters affecting the safety of workmen and on measures to be taken to promote such safety,
- f) The provision and maintenance of access to all places on the Site in a condition that is safe and without risk of injury,
- g) The provision of adequate waterborne sanitation, refuse collection and disposal, complying with the Laws of Cameroon and all local Bye-laws and to the satisfaction of the engineer, for all houses, offices, workshops and laboratories erected on the Site,
- h) The provision of an adequate number of suitable latrines and other sanitary arrangements at sites where work is in progress to the satisfaction of the health Authorities and the Engineers.

1.10 Drawings And Documents

1.10.1 Standard Size of Drawings and Documents

- Drawings, whether to be supplied by the Engineer or the Contractor shall only be prepared according to Standard sizes DIN AI (594 x 841mm) or DIN A0 (841 x 1189 mm).
- (2) Documents, whether to be supplied by the Engineer or the Contractor shall be prepared on Standard size DIN A4 (210 x 297mm), except where particularly agreed otherwise with the Engineer.

1.10.2 Exhibited Drawings

The Exhibited Drawings show the work to be done under the Contract, subject to the provisions for variations in the Conditions of the Contract, but they shall not be used for construction purposes unless specific instructions for such use are given by the Engineer as the work proceeds. In general, the Exhibited Drawings are intended to indicate the scope and complexity of the Work.

1.10.3 Working Drawings

Working drawings are the drawings to be prepared by the Contractor and shall show sufficient dimensions, specific and typical details to define the various features of the Works, thus enabling the Contractor to perform the relevant works or to prepare the shop drawings.

1.10.4 Documents to be supplied by Contractor

- (1) The Contractor is obliged to supply drawings and documents for the Permanent and Temporary works as stated in the present specifications or as may otherwise be requested by the supervising Engineer.
- (2) The drawings and documents to be provided by the Contractor include, but are not limited to, the following.

Site layout and installation drawings.

b) Work and construction programmes inclusive of revisions, if required;

c) Drawings and calculations for all Temporary Works and construction stages planned by the Contractor.

d) Bar bending schedules for reinforced concrete structures.

- e) Reports and records of all tests and material tests to be carried out by the Contractor or his suppliers.
- f) Drawings, records and reports on specific construction measures to be supplied by the Contractor in accordance with other provisions of the contract.
- g) As-built drawings, incorporating all changes or amendments made in the course of the construction works, for all Permanent Works, including those for which the Engineer has prepared the working drawings.

h) As-built drawings shall be supplied to the Engineer immediately after completion of the particular part of the Works.

i) Brochures and technical literature of all equipment items and fixtures, which are to be permanently installed in the Works.

j) All instructions (in the form of lists, manuals and the like), which are required by the Employer for proper operation, as well as for expert maintenance and repairs of the structures and facilities.

The time limit for approval of working drawings and issuance of other clearances is 15 days. The Contractor shall therefore take all necessary pre-emptive measures when submitting documents for approval to avoid any eventual delays on the overall time schedule of the works.

1.10.5 As-built Documents

The Contractor shall establish as-built drawings and plans as the work progresses. These drawings and plans shall incorporate all the changes and modifications that have been made and approved by the Engineer in the course of the project.

All the Drawings and plans shall be done on AutoCAD. The Contractor shall hand over all the as-built drawings and plans to the Employer in the number of hard copies agreed by the Engineer and an electronic copy of the AutoCAD files.

Section 2: Concrete and Masonry Works.

2.0 Composition of Works

Concrete and block works shall comprise:

- The construction of Sand Crete block walls,
- The construction of reinforced concrete roof beams,
- The plastering of some dilapidated wall sections with cement mortar.

2.1 Setting Out

The Contractor shall satisfy himself as to the accuracy in line, level and dimension of any basic survey information provided by the Employer. He shall set out the works from all the Employer's established benchmarks as indicated to him by the Supervising Engineer and shall be responsible for all measurements in connection with the setting out. The Contractor shall furnish, install and maintain all markers.

Before commencing construction work, the Supervising Engineer and the Contactor shall jointly check all survey stations and benchmarks to be used, to ensure that all survey stations and benchmarks are in their original positions.

In agreement with the Supervising Engineer, the Contractor shall establish reference points to define the building at fixed locations and temporal benchmarks. These reference points and temporal benchmarks shall be maintained by the Contractor until the taking-over of the works. The Contractor shall provide the Engineer with a schedule of the levels and the location of all such benchmarks and shall ensure that such information provided to the Engineer is at all times kept up to date.

The Contractor shall not remove, damage, alter or destroy any benchmarks or survey stations. Any additional setting out required as a result of erroneous survey work on the part of the Contractor and any abortive works executed arising there from shall be rectified at the expense of the Contractor.

2.2 Materials

Sand and coarse aggregate.

All aggregate for concrete and mortar shall consist of naturally occurring sand and crushed rock. All sand shall be perfectly clean, uncoated grains free from injurious amounts of dusts, lumps, soft or flaky particles, shale, alkali, organic matter, loam or other deleterious substances, and the source shall be approved by the Employer.

Sand and aggregate shall meet the following grading requirements:

	Total per	rcentage of weight			
Sieve Number	Retained				
4	0-5	95 – 100			
8	10 – 20	80 - 90			
16	20 - 40	60 - 80			
30	40 - 70	30 - 60			
50	70 – 88	12 – 30			
100	92 - 98	2 - 30			

Sand for mortar shall meet the following grading requirements:

Sieve Number	Total % by weight
4	0

8	0 - 5
16	0 - 5
30	25 - 50
50	65 - 80
100	85 - 95

The coarse aggregate shall be clean and angular in shape and shall have granular, crystalline or smooth (but not glossy) non-powder surfaces. As far as possible, only crushed stone shall be used as the coarse aggregate for the reinforced concrete part of the work. Crushed stones and gravel shall meet the following grading requirements:

Sieve Number	Total % by weight retained
25 mm	0
20 mm	0 - 10
10 mm	45 - 80
4 mm	90 - 100

The maximum nominal size of stones for reinforced concrete shall be 2.5 cm and for mass concrete 4 cm.

The sources of aggregates shall be approved by the Employer and approval for change of the source of supply of an aggregate shall only be granted if it can be shown that the new material is sufficiently similar in all respects to the one previously approved to produce concrete of the required finish, colour, and strength.

The grading, once approved, shall be adhered to throughout the works and may not be varied without the approval of the Employer.

2.2.1 Storage of aggregate

The aggregate shall be stored on site separated in its various types and grading, on a hard, dry, clean surface.

2.2.2 Water.

The water to be used for making concrete and cement mortar shall be clean fresh water, free from all impurities.

2.2.3 Cement.

Cement, both grey and white or non-staining unless otherwise specified, shall be true Portland of standard brand and manufacture. Grey Portland cement shall be used throughout, except where white or non-staining Portland cement is specified.

All cement packages must be properly stacked off the ground, completely covered and protected from the weather and dampness. Only one brand of cement will be permitted to be used for each phase of the work. Cement, which has become caked, partially set, or otherwise deteriorated, or any material, which has become damaged or contaminated, shall be rejected.

2.2.5 Proportion of Concrete Aggregates

Concrete mixes shall be of the class shown on the drawings and described in the Bill of Quantities or Engineer's Specifications or details. The proportions of dry aggregates and cement in different classes of concrete are as follows:

a) Class A – Concrete: for foundations, columns, beams and all other reinforced concrete structural elements.

Cement = 350 kg/m^3 Fine aggregate = 400 litres

Coarse aggregate = 800 litres

b) Class B – Concrete: for all grade slabs and all non-reinforced concrete elements.

Cement = 300 kg/m^3 Fine aggregate = 400 litres

Coarse aggregate = 800 litres

c) Class C – Concrete: for blinding Cement = 150 kg/m^3

Fine aggregate = 450 litres

Coarse aggregate = 900 litres

The proportions given above are for guidance only, and the actual proportions shall be determined according to the types of aggregates available on site.

2.2.7 Mixing of Concrete.

A machine mixer of the revolving drum type shall be used for all concrete except that where only a small amount is required, the mixing may be done by hand in a manner approved by the Employer. Competent and experienced foremen shall be in direct charge of the mixing and placing of all concrete. All ingredients shall be thoroughly mixed until they are uniformly distributed throughout the mass, with the amount of water added to produce the concrete of proper consistency.

The mixing equipment shall be capable of combining the aggregates, cement and water within the specified time limit into a thoroughly mixed and uniform mass, and of discharging the mixture without segregation. A mixture which has been out of use for more than 20 minutes shall be thoroughly cleaned out before fresh concrete is mixed. The Contractor shall provide mixers of sufficient size and number, adequate to deal with the volume of concrete to be placed in order that the face of the concrete will not be marred by joined lines due to one layer having set before another layer is placed.

The size of each batch of concrete shall not exceed the rated capacity of the mixer as stated by the manufacturer. Concrete shall not be mixed in greater quantity than required for work in hand.

2.2.8 Placing of Concrete.

Before placing concrete, all equipment for mixing and transporting the concrete shall be cleaned and all debris removed from the places to be occupied by the concrete. Wood forms shall be thoroughly wetted and masonry units that will be in contact with concrete shall be well drenched. Water shall be removed from the place of deposit before concrete is placed, unless otherwise permitted by the Employer.

Concrete shall be conveyed from mixer to forms as rapidly as practicable and by methods, which will prevent segregation or loss of ingredients. It shall be deposited as neatly as practicable in its final position.

Concrete shall be placed before initial set has occurred, and in no event after it has contained its water content for more than thirty (30) minutes. Unless otherwise specified, all concrete shall be placed upon clean, damp surfaces, free from water, or dry porous earth. The concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement in such a manner as to prevent segregation of the coarse aggregate.

Concreting of any unit or sections of work shall be carried out in one continuous operation and no interruption of the concreting will be allowed without the approval of the Employer.

The concrete shall be placed layer by layer as directed by the Employer, over the whole area to be concreted, until the required height is obtained. Care shall be taken that segregation of the aggregates by rolling down the exposed working surface of the placed concrete does not occur. Should any accidental segregation occur within the formwork, the affected area shall be

thoroughly turned over by hand until a homogenous mix has been obtained. Under no circumstance shall concrete that is partially hardened be rapidly deposited in the formwork.

All structural concrete shall be compacted with the aid of mechanical vibrators. The vibrator shall be of a type and design approved by the Employer. Enough vibrators shall be used to cause all concrete to flow or settle readily to the forms and not through the forms, except in sections too thin to permit the insertion of the internal type, in which case form vibrators may well be employed if approved by the Employer.

Foundations shall be placed over their full depth in one operation and the top surface carefully levelled. Concrete placed in timbered excavations shall be well rammed close against the excavation face as the timber is withdrawn. After the concrete has taken its initial set, care shall be exercised to avoid jarring the forms.

In joining fresh concrete to concrete that has already set, the concrete already in place shall have its surface cut over thoroughly with a suitable tool to remove all loose and foreign materials. The surface shall then be washed and scrubbed with wire broom and thoroughly drenched. It shall remain moist when the new concrete is placed. Immediately prior to the placing of the new concrete, the old surface of concrete already in place shall be thoroughly coated with cement slurry.

2.2.9 Curing of Concrete.

Concrete, after it is placed and until the expiration of the curing period herein provided for, shall not be allowed to dry out. Water curing shall be accomplished by keeping the surface of the concrete continuously wet by covering with water, or with an approved water saturated covering, or by spraying. All water used for curing shall be fresh water. Curing by other method shall be subject to the approval of the Employer. Curing shall be on for at least seven (7) days.

2.2.10 Protection.

All exposed fresh concrete surfaces shall be protected to prevent damage. Sufficient covering shall be provided and kept on hand for this purpose. All concrete shall be adequately protected from injurious action of the sun in a manner satisfactory to the Employer.

2.2.11 Embedded Items.

Before pouring any concrete, care should be taken to determine that all embedded items indicated on the drawings or otherwise specified are firmly secured and fastened in place.

2.2.14 Approval before concreting

Whenever so required by the Employer, concrete shall not be placed in any part of the works until the preparations (reinforcement, formwork, embedded items, etc.) have been inspected and approved by the Employer and his authorisation to concrete that specific part has been obtained.

2.2.15 Steel Reinforcement

Steel for normal reinforced concrete shall be deformed bars EF 40.

2.2.16 Bending and Fixing of Steel Reinforcement

Steel reinforcement shall be bent cold accurately to the shapes and dimensions shown on the drawings.

Reinforcement shall be fixed rigidly and accurately in the forms in accordance with the details shown on the drawings so that the specified amount of cover to the bars is everywhere maintained. For concrete members in contact with wet earth or moisture, minimum cover is 3cm. Minimum cover for beams and columns above ground level 2.5cm and for slab above same is 1.5cm

Approved spacers and chairs may be used. Reinforcement temporarily left projecting from the concrete at construction or other joints, shall not be bent out of position during the period in which concreting is suspended, except with the approval of the Employer.

The steel shall be free from oil, grease, dirt, paint and rust. Bars, generally shall be of the required lengths; welding of main bars will not be permitted.

2.2.17 Form work

Timber forms shall be constructed of sound, well-seasoned timber of such quality and strength as will ensure rigidity throughout the placing, ramming, vibration and setting of the concrete without visible deflection. They shall be so constructed that they can be removed without shock or vibration to the concrete. All joints shall be tongued and grooved, unless otherwise required, and shall be made sufficiently tight to prevent any leakage of grout. All form work shall be inspected and approved by the Employer before concrete is placed within it.

The use of steel forms or forms made of other materials may be permitted provided the requirements for strength, joint, etc., are met and they are to the satisfaction of the Employer.

Forms for all permanently visible concrete surfaces shall be planed smooth so that the internal faces are perfectly true and free from irregularities. Where the finished surfaces of the concrete are not to be permanently exposed, the forms may be constructed of pain butt-jointed swan timber.

2.2.18 Preparation of Forms before Concreting

Before the concrete is deposited, the forms shall be thoroughly cleared and freed from sawdust, shavings, dust, mud or other debris by flushing with water. The inside surfaces of the form shall be coated with lime wash or an approved mould oil, care being taken to keep the reinforcement free from any such coating material.

2.2.19 Formwork for Vibrated Concrete

When concrete is to be vibrated, special care shall be taken by the Contractor to maintain rigidity of the formwork and supports against the action of the vibration of the concrete.

2.2.20 Removal of Forms

Forms shall be removed in such a manner as will not injure the concrete, and no formwork shall be removed before the concrete has sufficiently set and hardened. The table below gives minimum periods before striking formworks.

Ty	pe of formwork	Minimum period before strikir	linimum period be	riking
1.	Vertical formwork to columns	12 hours	12 h	
2.	Soffit formwork to beams and sla	abs 14 days	s 14 d	
3.	Props to beams	21 days	21 d	

The provision of suitable curing methods should immediately follow the removal of the formwork.

2.2.21 Tolerances

The maximum tolerance within which concrete work shall be constructed are as follows;

- All setting out dimensions ± 5mm
- 1 Section of concrete members ± 3mm

Any rectification of work not constructed within the tolerances set out above shall be entirely the responsibility and at the expense of the Contractor.

2.3 Block Work & Plastering

2.3.1 Scope of Works

The Contractor shall provide all materials, appliances and labour necessary to complete all block work and plastering required by the contract drawings and specifications.

2.3.2 Sandcrete Blocks

All sandcrete blocks are to be made in a proportion of one part cement and seven parts sand, Vibratory type, and in case of the blocks made in an approved machine, the mixture shall be 1 part cement and six parts sand, well rammed and consolidated in mould, and to be made into blocks within half an hour of the water being added to the mix.

2.4.3 Mortar

Mortar for block-laying is to be composed of one part cement and 3 parts sand. Mortar is to be used within two hours mixture and mortar which has commenced to set must not be used.

2.3.4 Wall to D.P.C. Level

All external and internal walls below damp proof course level to be built in 20cm thick solid blocks 40cm long by 20cm deep.

2.3.5 External and Internal Walls above D.P.C. Level

All external and internal walls above D.P.C. to be built in 20cm, 15cm or 10cm thick hollow blocks as indicated on drawings.

2.3.6 Rendering

Render all block work and concrete surfaces internally and externally, in sand and cement mortar plastering to a finished thickness of 1.5cm minimum. Mortar to be mixed by volume as follows:

One-part cement, four parts approved sand

Section 3: Roof Support Structure and Roof Covering

3.1 General description

The works described here involve the rehabilitation of roof trusses and purlins in hardwood, for some roof at the Bamenda Main Market.

All construction details pertaining to jointing and sizes of members of trusses and other structural units as shown on drawings or as laid down in this or any other particular specification must be strictly respected.

3.2 Nature of wood.

The wood to be used for the works may be Doussie, Iroko, Mowingui or Landa or any other locally available hardwood of similar quality and characteristics. It must be air-dried with a moisture content between 14-17%.

Wood for timber beams and roof trusses must be of good quality and free from all defects, wavy edge, shakes, splits, and loose or dead knots. It must be well aligned and no traces of decay or charring would be accepted. Adequate information must be provided concerning the source and handling of the wood, to facilitate the verification of quality by the controlling Engineer.

3.3 Preservation

All wood intended for the above-defined structural works shall be preserved with a good fungicide-insecticide such as Xylamon. Preservation shall be achieved by immersing the various members of the trusses and other structures in preservative for a period of 30 seconds to 3 minutes, before assembling. New surfaces exposed by cutting after preservation would be further preserved by coating with preservative to a spread of 250 g/m². It is therefore advisable to prepare completely and cut the timber into pieces of appropriate dimensions prior to treatment.

3.4 Painting

Where painting of the timber is desired, all relevant parts of assemblies or individual pieces should be protected with a priming paint and one undercoat before leaving the factory.

Steel components other than bolts, connectors and washers should in all cases be painted before dispatch to the site. All surfaces should be thoroughly cleaned to remove all loose scale and rust before being painted with one coat of genuine red lead paint.

3.5 Workmanship

3.5.1 Moisture Content.

In order to minimise the effects of shrinkage or warping, the moisture content of the timber at the time of fabrication should be within 3% of the moisture content likely to be attained by the timber in service.

3.5.2 Machining of Timber

a) General

All timber should be sawn, planed, drilled or otherwise machined to the correct shape and size in accordance with the detailed drawings and specifications. Dimensions and spacing should not be scaled from drawings. Pieces damaged by splitting or bruising would be rejected if the dimensions allowed for similar defects in grading are exceeded.

b) Surfaces:

The quality of the surface, as finished, should be appropriate to the position and use of the timber. Surfaces at any joint in an assembly should be such that the parts may be brought into contact over the whole area of the joint before connectors are inserted or any pressure or restraints from the fastening is applied. These surfaces should have a good sawn or planed finish. Bearing surfaces of cuttings should be smooth.

c) End Sealing

Where splitting is likely to have a deleterious effect, end sealing is recommended.

3.5.3 Jointing

a) General

Details of the joints at nodes of the trusses are as shown on the drawings. Joints at nodes of the trusses are to be realised in nails.

The Contractor is advised to order wood from the saw mill with lengths that would minimise the need for joints.

b) Nailed Joints

When specified or where necessary to avoid splitting, nails should be driven into pre-bored holes of diameter not greater than four-fifths of the diameter of the nails. Care should be taken to avoid placing nails in any end split.

c) Bolted Joints.

Bolt holes should be drilled to diameters as close as possible to the nominal diameter of the bolt and in no case more than 1/16 larger than the bolt diameter. Care should be taken to avoid placing a bolt in any end split. A minimum of one complete thread should protrude from the nut.

A washer should be fitted under the head of each bolt and under each nut. The minimum sizes of washers are given in the table below:

Diameter of bolt (mm)	Minimum thickness of washer (mrn)	Minimum sides of square or diameter of washer
10	3.5	50 mm
15	5.0	60 mm

3.6 Assembly of Units.

3.6.1 General

Assembly of structural units should be done on a level bed and in such a way as to avoid damage to any of the members and so that the finished structural unit conforms to detailed drawings and specification. Assembly shall be done on site or in factory. When assembly is done in the factory, transportation to site would be as described below.

3.6.2 Site Assembly

When assembly is to be performed on the site, one set of components should be fitted together and dismantled prior to despatch to the site, in order to ensure that the assembly of structural units conform to the detailed drawings and specifications. Twisted or damaged members should be replaced before erection on the site.

Before proceeding with bulk production, a complete assembly of one of each framed truss or other structural unit should be checked to prove the accuracy of the templates, etc. A similar check should be carried out from time to time to control the wear and tear on templates and gauges.

3.7 Transport of Assemblies from Factory.

3.7.1 General:

Assemblies done in factory should be checked for correctness in same way as described above for site assemblies.

3.7.2 Protection:

a) All materials and assemblies should be protected from the weather, and suitable measures should be taken to protect the surfaces during hoisting, etc.

b) Handling,

The over-stressing of members during handling should be avoided. Where lifting points or methods of lifting are not indicated on the design, guidance should be sought from the Supervising Engineer.

c) Storage:

Timber components should not be exposed to high humidity and all materials and assemblies should be protected against exposure to the weather, wetting, damage, decay and insect attack.

d) Placing.

All trusses assembled either on site or in factory can be placed, with the use of a crane. Placing can also be achieved by assembling the members in-situ. It can also be done by

assembling the truss in 2 or more partial trusses, erecting these partial trusses with the help of a crane and scaffolding and coupling the partial trusses in-situ.

3.8 Purlins:

Purlins shall be in well-seasoned timber of dimensions 5×10 cm fixed to the trusses with the help of angular wooden wedges which also serve to keep the purlins on edge at right angles to the rafters. The purlins must, prior to use, be treated with wood preservative as described above

3.9 Roof Covering:

The roof covering shall be of 5/10e corrugated iron roofing sheets of maximum possible length laid to fall as shown on the roof plan. In this particular case the roof for the guard's house shall be constructed with reinforced concrete.

Section 4: Joinery Works

4.1 Composition of Works

The works described in this section shall include all wood/metal/aluminium joinery and iron-mongery works as follows:

- The supply and fitting of all security locking and handling devices for doors and windows as described in this section.
- The supply and installation of all metal and/or aluminium profiles for metal joinery works.
- Supply and fitting of timber frames, door shutters, glazing and finishes in accordance with the plans.
- Suspended ceiling in plywood including insulation and all finishes
- All other accessory works necessary for the completion of metal, or timber joinery works.

4.2 Materials

4.2.1 Iron-Mongery:

Surfaces of all castings shall be true, smooth and free from burrs, and all portions of lock mechanism, etc., which come in contact with or bear upon other parts shall be dressed to atrue, smooth surface.

All door closers (exterior and interior) shall be guaranteed for a period of one (01) year.

4.2.3 Latch Bolts:-

Latch bolts shall be constructed so that they can in no way work loose, and if washer is rivet head must be full and machine set. All latch and lock bolts not otherwise specified shall be cast bronze.

4.2.4 Screws:

All hardware shall be secured with suitable screws and bolts of same material and finish. Screws for strike and face plates, hinges, sash fasts, transom hardware, windows pole plate, half-mortise brass locks, overhead door holders, and all door check sand brackets for same shall be flat-headed counter sunk screws. Screws for all other exposed hardware oval headed. All shall be countersunk, unless distinctly specified otherwise. Screws for butts for exterior aluminium doors shall be stainless steel.

Hardware for metal frames, doors and windows, shall be secured with suitable tap-screws, mill screws and bolts.

All wood screws for securing door butts shall be long enough to secure butts through jamb and into wood stud behind jamb and blocking.

4.2.5 Hubs: -

Even Hubs for knob spindles shall be of cast bronze, finishing flush on each side of case.

4.2.6 Cylinders: -

Cylinders of locks shall be of proper length to fit the doors or drawers for which they are intended. Cylinders for all locks shall be cast bronze using a common standard diameter cast bronze rotating plug. The key way shall be a paracentric type of single section with seven pins or multiple (four or more) section with six pins multiple capable of being master keyed and grand master keyed as specified in the amendments without duplications or interchanges.

4.2.7 Strikes

Strikes for latches shall project sufficiently to properly protect trim. Slots in strike plates shall not be more than 5mm longer that bolts, and less that 6mm will be allowed between slots for latch and bolt.

4.3 Keys

Upon completion of the building and after all locks have been secured in their proper positions, all keys belonging thereto, shall be fitted to and made to work freely in their respective locks, in the presence of an Inspector representing the Employer. Thereupon the required number of keys for each lock, properly marked, shall be delivered to the Employer, who shall acknowledge receipt.

The top face of each key shall be stamped with a letter and number starting with A1 to Z1 and continuing the series of letters and numbers for the maximum of keys furnished. Each series of keys shall be tagged.

4.3.1 Key Schedule

A schedule of the keys shall be furnished in quadruple giving the letter and number of each key and the number or names of the rooms, cases, lockers, etc., for which the keys are intended.

4.4 Samples For Approval

A sample of each and every piece of hardware required shall be submitted for approval as to quality and design. These samples must conform to the requirements hereinafter specified and to the approved samples of the various manufacturers in the office of the Employer. After the samples have been approved, they will be forwarded by the Employer or his representative at the building, who will permit them to be installed in the places for which they are intended and will make a record to the location of each sample. The rest of the hardware furnished for the building shall correspond in all particulars to the approved samples and any articles that fail to do so will be rejected.

4.5 Windows

All windows to be fitted on the building shall be high quality louvered frames in galvanised steel screwed to wooden frames. The dimensions shall be as specified on drawings.

4.6 Wood Joinery Works

4.6.1 Scope

The work under this heading includes generally all interior wood finish, such as doors and frames, transoms, base, skirting board, picture-moulding, cupboards, cases, cabinets, lockers, shelving, fittings for special rooms, etc., and all exterior wood finish as required by the drawings and specification.

4.6.2 Carpenter and Joiner.

Timber:

As much as possible and feasible, all the material specified under this section, shall be the product of one mill. All timber shall be of very good quality and shall be free from sap, shakes, large loose or dead knots, wavy edges, borers, termites and other serious defects; it shall be properly seasoned and holding up to the full scantling after sawing.

For carpentry work timber shall be Mahogany or any other locally obtainable hardwood with similar properties as may be proposed by the Contractor for approval by the Supervising Engineer. The hardwood timber and shall comply with B.S 940 or equivalent.

For joinery work the timber shall be Mahogany, African Walnut, Bete, Makoré, iroko, or other approved timber and shall comply with B.S. 1186.

Wrot Face.

All exposed faces of timber are to be wrot unless specifically shown otherwise on the drawings and 3mm will be allowed from the specified size for each wrot face.

The Contractor shall also submit for approval the sample of the wood to be used for the interior wood finish and a sample of the wood to be used for the face veneer of the doors.

4.6.3 Preparation. -

The preparation of timber is to commence simultaneously with the beginning of the work generally, and should proceed continuously until all the woodwork is to be cut out and framed together as soon as possible after the detailed drawings are received, but not glued or wedged up until ready for fixing.

The joinery work is to be cut out and skeleton framed and stacked outside immediately the Contractor is given possession of the site and has produced and obtained approval for detailed drawings. It is to be carefully stored and protected from the weather but is not to be wedged up until required for fixing in the building. Any portion that wraps or develops shakes or other defects are to be replaced with a new one before being wedged up.

4.6.4 Fixing

The fixing and framing of timber generally hereafter described includes the provision of all necessary glue, nails, screws and other fixing elements to adequately secure the timber in an approved method and as may be directed.

4.6.5 Dimensions

All dimensions are to be taken from the drawings and scheduled data and verified on the buildings, and not from the Bill of Quantities (here provided).

4.6.6 Framing.

Joiner's work is to be executed in the best possible manner properly screwed, tenoned, shouldered, wedged, pinned and glued with all exposed faces wrot and sand-papered as required.

All glued joints are to be cross-tongued and all edges, where not moulded, are to be slightly rounded.

All machine made work is to be finished off by hand where required and wrot in the best manner for painting, where applicable.

4.7 Wood Preservative

All structural timber, door and window frames are to be brushed with a wood preservative complying with B.S. 1282 type B. Timbers shall be treated after cutting and before assembly and any timber which is cut after treatment shall have the cut surfaces treated with two brushed coats of the preservative.

The preservative used shall be that which will allow satisfactory painting after drying out.

4.8 Ceilings: -

4.8.1 Ceiling Boarding

All the ceiling shall be constructed with 5mm plywood nailed on eucalyptus ceiling joists.

4.9 Plywood:

Where ever plywood construction or veneer panels are required by drawings or specifications, it shall conform with the following requirements: -

Graphic Indication for plywood: Where plies are required by drawings, disregard the measured thickness of the individual plies unless dimensions in figures are given thereon.

4.9.1. Thickness:

All dimensions for thickness, either of plies or overall used in connection with plywood refers to the thickness before sanding.

Wherever 4mm, 5mm, 6mm or above veneers are required submit visual proof or proof in affidavit form that the material used was the specified thickness before sanding.

4.9.2 Materials

All plywood shall be cabinet grade. Face veneers shall be material specified. The face veneer in all cases shall run the long dimension of the panel and shall be at right angles to the cross-band veneer.

Face veneer shall be same material on both sides. Cross-banding shall be same material on the both sides. Cross-band material shall not be fir.

The material for cross shall be solid and without void. It may consist of strip construction glued together, or be of laminated construction.

4.9.3 Appearance

All plywood shall be G2S (good 2 sides) except tops and backs of fixed cabinets, and suspended ceilings. These tops and backs shall be G1S (good 1 side).

All exposed plywood shall be finished as follows (for doors) and as per details:-

- Face veneer: 6mm, cross-band: 4mm core to be solid with rails framed into stiles.
- Edge strips on sides, top and bottom of doors. (Strips are not required around openings of glass or glass or louvers)
- Thickness 4cm unless otherwise specified.
- Strips are to be glued in a manner to prevent loosening and may be installed before or after the door is assembled.

4.10 Workmanship

All work shall be done in strict accordance with the details for the various portions of the work. All adjoining pieces of hardwood for any work specified in this section shall be carefully selected to match the colour and grain as closely as possible. Interior finish shall be smooth, high-speed machine work, free from planing machine marks, sand-papered smooth, ready to receive paint or varnish. Wood work shall be countersunk. Kerfing on faces of trim or moulding will not be permitted. Stiles and rails shall be properly housed in to framework and all parts properly nailed and glued together. All trim except window trim shall be mitred with mitres doweled or clamped with approved clamps. For joining of window trim see details.

4.10.1 In addition to machine sanding all interior wood work shall be properly sanded by hand with sandpaper to give them a smooth surface for finishing.

4.11 Exterior Entrance Doors

It is intended that all external doors, shall be rolling aluminium door of the existing dimensions. Their quality shall be approved by the project team..

Section 5: Painting and Decoration.

5.1 Scope

The work under this Section shall include the furnishing of all labour to complete all interior and exterior painting as hereinafter specified.

The Contractor shall be required to finish all interior and exterior painting in accordance with the various colours selected by the client for the various rooms, corridors and all other locations throughout the building in accordance with a colour Schedule which will be issued to the Contractor after the award of the contract.

5.2 Materials:-

Painting materials used in connection with the work of this section shall be equal to the respective painting materials specified in the specification and drawings.

The Employer reserves the right to take samples from the containers delivered to the premises and to have chemical and physical tests made on them by a testing laboratory approved by the Employer Unless otherwise specified such tests will be made in accordance with the "Standard Methods of Tests" as specified in the specification concerning the particular materials.

5.3 Workmanship

All paint, etc., shall be applied in a proper manner by skilled Workmen. All materials or work to receive painter's finish shall be properly prepared to receive the finish. The surfaces shall be dry, free from foreign matter, dirt, cement, grease, oil, loose paint, scale, scratches, finger marks, pencil marks, etc. The various surfaces shall be sandpapered or rubbed before and between coats as required to produce a satisfactory surface. No paints, etc., shall be applied until the preceding coating is thoroughly dry.

- All knots, sap and pitch streaks in woodwork to be painted shall be coated with white shellac before the first coat is applied.
- All holes, crevices or other defects in plaster or other work shall be painted up smooth.
- After the priming or shellac coat, and before the first coat of varnish or paint has been applied, all nail holes, etc., shall be stopped with Rutty, coloured to match the colour of the wood or the stain, as the case may be. All putty shall be brought flush with the surface and sand papered smooth, leaving no surplus putty.
- Paint shall be evenly spread and well brushed out. Varnish and enamel shall be evenly and smoothly flowed on, and care shall be taken to apply paint varnish and enamel in a suitable temperature, never when less than 60 degree F°. Application of paint by spraying will not be permitted.
- All painting shall be done so that there shall be no drops, runs or sagging of materials. Drop cloths shall be used to prevent drops of paint, kalsomine, oil, varnish, etc., from defacing the painted walls, woodwork floors, stairs, fixtures, etc., and all paint spots shall be removed from glass and other finished surfaces.
- Each coat of oil, graining, varnish or enamel shall be inspected and approved before another coat is put on. Each coat of paint shall be of a shade sufficiently different from the succeeding coat to facilitate easy identification of the different coats. The final coat shall be of the approved colour.
- Where a priming coat or other painting is called for under other sections of the specifications it shall be considered as one of the coats of paint specified in this section
- The colours for all of the work will be selected by the Employer.
- Samples of colour and finish shall be prepared under natural lighting conditions and in the places to which the various finishes are to be applied. Triplicate samples if finish on wood specified to be stained and varnished shall be prepared and furnished for approval; additional samples shall be furnished when required.

No work shall be done prior to the approval of such samples and the finished work of each kind shall be of uniform character throughout and equal in all respects to the approved samples. Unsatisfactory finishes shall be removed and the work refinished as directed.

5.4 Exterior Woodwork & Metalwork

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

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

A third coat of paint shall be applied to all windowsills at completion of job, when directed.

5.4.2 Exterior Metal Work

Touch up all damaged surfaces of exterior metal (except on-ferrous metals) work with read lead. All steel lintels in exterior walls (not connected by hangers, bolts or otherwise to the structural steel work) shall be painted a field coat of read oxide before erection.

In addition to the shop coat for miscellaneous and ornamental iron work all exposed exterior miscellaneous ornamental iron work shall be given two coats of the specified finish paints. This shall also apply to all exterior lintels furnished under structural steel.

Galvanised iron railings and wirework shall be given one coat of approved galvanised iron primer and one coat of lead, zinc and titanium paint or aluminium as will be directed.

All exterior steel and hollow metal windows and frames after being erected and before glazing shall receive one coat of the specified finish paint (see quantities) and a second coat of same paint after putty has dried and set, not sooner than three weeks after glazing.

5.5 Interior Woodwork

All woodwork (except wood flooring), in addition to the staining and filling, lacquering or shellacking, specified to be done under other sections of work shall be finished with one coat of flat or spare varnish as will be directed.

5.5.1 Plaster, Concrete and Masonry

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

The plastered walls and ceilings, including ceiling surfaces shall be given a priming or first coat, and then finished with a final coat of interior or gloss paint as selected, except laboratories, changing rooms and the like where the final or finishing coat shall be of enamel and composed of equal parts of enamel and flat finishing coat.

No painting is required on finished plastering that is permanently concealed back of fixed cabinets, etc.

5.6 Paints

All materials shall be delivered on the premises in the original sealed containers with the seals unbroken and with the name and trade brand of the manufacturer on each container. The manufacturer shall also place on each container a label on which he recommends the thinner to be used with the particular paint if thinner is necessary.

All paints, varnishes and painting materials shall be factory mixed and shall in all instances conform to these specifications.

Where paints or painting materials are specified by formula the label on the container shall also bear the formula of the composition of the contents of the containers. All material must be approved before it is used. Varnishes shall be in containers of not over 10 litres capacity.

6.0 Rate of involvement of local labour

In order to ensure the spill over of the project in the community, it is expected that all the artisan

staff and general labour shall be recruited locally during the realisation of the project.

7.0 Equipment and tools needed to realize the project

The following state the type of equipment need for the works

TRANSPORTATION	SITE HEAVY EQUIPMENT	SITE TOOLS	TOOLS FOR OPERATIVES
At least a 7-ton tipper	Concrete mixer	Dig axes	Trowel
(01) 4x4wd vehicle	Concrete needle vibrator	Spades	Measuring tape
	Wheel barrows	Shovels	Protective clothing and shoes
		Cutlasses, buckets,	
		Measuring tools etc	

Document n° 6: Schedules of unit prices

UNIT PRICE SLIP (UPS) FOR THE REHABILITATION OF SOME ROOFS AT THE BAMENDA MAIN MARKET

PRICE NO	DESCRIPTION OF TASKS	UNIT PRICES IN FIGURES(F.CFA)
100	PRELIMINARY WORKS	
101	Site installation, implantation of works and the construction of a site barrack: This price remunerates under the regulations and conditions previewed in the contract in LUMP SUM site installation, implantation of works and the construction of a site barrack.	
	The LUMP SUM at: FCFA	
102	Work execution programme: hard and soft copies: This price remunerates under the general conditions previewed in the contract in LUMP SUM the establishment of the work execution program and the as-built plans	
	The LUMP SUM at: FCFA	
103	Demolition of existing roofs: This price remunerates under the regulations and conditions previewed in the contract in LUMP SUM the demolition of the existing roofs.	
	The LUMP SUM at: FCFA	
200	CONCRETE AND MASONRY WORKS	
201	Construction of 15x20x40 cm sand Crete block walls: This price remunerates under the regulations and conditions previewed in the contract in Square Meters sand Crete block works.	
	The SQUARE METER at: FCFA	
202	Plastering of walls with cement mortar: This price remunerates under the regulations and conditions previewed in the contract in Square Meters plastering with cement mortar.	
	The SQUARE METER at: FCFA	
203	Construction of reinforced concrete at 350kg/m³ dosage for roof beams: This price remunerates under the regulations and conditions previewed in the contract in Cubic Meters reinforced concrete works dozed at 350 kg/m³	
	The CUBIC METER at: FCFA	
204	Flooring with concrete at 350kg/m³ dosage: This price remunerates under the regulations and conditions previewed in the contract in Cubic Meters mass concrete works dozed at 350 kg/m³	
	The CUBIC METER at: FCFA	

300	ROOFING/CEILING WORKS	
301	Rafter, braces, struts, purlins and king post: This price remunerates under the regulations and conditions previewed in the contract in Cubic Meters for rafter, braces, purlins and king post.	
	The CUBIC METER at: FCFA	
302	Facia board complete with accessories: This price remunerates under the regulations and conditions previewed in the contract in Meters length the facia board	
	The METER LENGHT at: FCFA	
303	Roof gutters complete with accessories: This price remunerates under the regulations and conditions previewed in the contract in Meters length the roof gutters	
	The METER LENGHT at: FCFA	
304	Corrugated roofing sheets 5/10e: This price remunerates under the regulations and conditions previewed in the contract in Square Meters roofing with 3m length corrugated iron sheets	
	The SQUARE METER at: FCFA	
305	Execution of ceiling with tôle lisse: This price remunerates under the regulations and conditions previewed in the contract in Square Meters the execution of the ceiling with tôle lisse	
	The SQUARE METER at: FCFA	
400	PAINTING AND DRAINAGE WORKS	
401	Painting of external walls: This price remunerates under the regulations and conditions previewed in the contract in Square Meters the painting of external walls with pantex 1300 The SQUARE METER at:	
402	Construction of drainage pipes: This price remunerates under the regulations and conditions previewed in the contract in Meters length the construction of drainage pipes	
	The METER LENGTH at: FCFA	
500	METALIC /ALLUMINIUM WORKS	
501	Aluminium folding doors of 1.50x2.00: This price remunerates under the regulations and conditions previewed in the contract in UNITS the construction and fitting of aluminium folding doors.	
	The UNIT at:FCFA	

Document n° 7: Detailed Estimate

BILL OF QUANTITIES AND COST ESTIMATES FOR THE REHABILITATION OF SOME ROOFS AT THE BAMENDA MAIN MARKET.

PRICE No	DESCRIPTION	UNIT	Q'TY	UNIT PRICE	AMOUNT (FCFA)
100	PRELIMINARY WORKS				
101	Site Installation	LS	1.00		
102	Execution program + as-built plans	LS	1.00		
103	Demolition of the existing roofs	LS	1.00		
	SUB TOTAL 100				
200	CONCRETE AND MASONRY WORKS				
201	Construction of walls with 15x20x40 sand crete blocks	m ²	565.50		
202	Plastering of walls with cement mortar	m ²	1,695.45		
203	Construction of reinforced concrete beams	m³	55.17		
204	Flooring with concrete dozed at 350 Kg/m ³	m³	17.75		
	SUB TOTAL 200				
300	ROOF /CEILING WORKS				
301	Construction of roof frame (rafters, struts and purlins)	m³	109.17		
302	Construction of facia boards	ml	1,910.00		
303	Construction of roof gutters	ml	1,910.00		
304	Roofing with 5/10e 3m length corrugated roofing	m ²	7,465.27		
305	Construction of ceiling on verandas	m ²	2,377.00		
	SUB TOTAL 300				
400	PAINTING AND DRAINAGE WORKS				
401	Painting of the external walls with pantex 1300	m ²	4,674.35		
402	Construction of drainage pipes	ml	954.80		
	SUB TOTAL 400				
500	METAL WORKS				
501	Fabrication and fitting of 1.50x2.00m folding doors	U	50.00		
	SUB TOTAL 500				
	TOTAL(EAT)				
	TVA (19.25%)				
	AIR (2.2%)				
	TOTAL(IAT)				
	NET PAYMENT				

Document n° 8: Sub-detail of unit prices

Docionat	SUB-DETAIL OF UNIT	FRICE			
	ion of the Price:				Duration
Nº Price	Daily output	Total	quantity	unit	(days)
	CATEGORY	Number	Daily salary	Days paid	Amount
OUR					
LABOUR					
	Total A				
	ТҮРЕ	Quantity	Daily rate	Days paid	Amount
SOR					
MACHINES OR EQUIPMENT					
MAC					
	Total B				
	TVDE		TI-14 D		
Sand	TYPE	unit	Unit Price	Consumpt.	Amount
MATERIALS at miscellaneous					
MATE					
	Total C				
D	TOTAL DRY PRICE A+B+C			A+B+C	
E	Site expenses		%	D*X%	
F	Running expenses		%	D*Y%	
G	COST PRICE			D+E+F	
H	Risks + benefits		%	G*Z%	
P	SELLING PRICE WITHOUT			G+H	
\mathbf{V}	UNIT SELLING PRICE WITHOUT			P/QTE	

Document n° 9: Model of Contract



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALSATION

BAMENDA CITY COUNCIL

SECRETARIAT GENERAL

DEPARTMENT OF TECHNICAL SERVICES

SERVICE OF PUBLIC CONTRACTS AND PROCUREMENT

CC	ONTRACT N°/C/BC	C/SG/DTS/SPCP/2021 of
Awarded through O rehabilitation of some	Open National Invitation to e roofs at the Bamenda Main	Tender N°004/ONIT/BCCITB/2021 of 09/02/2022 for the Market.
AWARDED TO: _		
P	O Box:	
Tel:		
	C N°	
R	egistration N°	
AMOUNT OF CON	bilitation of some roofs at the	Bamenda Main Market.
Total exclusive of all taxes		
	(19.25%)	
	2.2%)	
TOT	AL inclusive of all taxes	
Net I	Payment (Total – IR)	
DURATION OF EX	KECUTION: Three (03) caler	ndar months
FUNDING: 2022 Inv	vestment Budget of the Minist	try of Decentralization and Local Development.
	SUBSCRIBED,	on
	SIGNED,	on
	NOTIFIED,	on
	REGISTERED,	on

THE BAMENDA CITY COUNCIL, represented by the City Mayor of Bamenda City Council, h "Delegated Contracting Authority"	erein referred to as
ON ONE HAND,	
AND	
THE ENTERPRISE: P.O Box: Tel: RC N° Registration N°	
Represented by its General Director, "The Contractor"	, herein referred to as
ON THE OTHER HAND,	

BETWEEN:

IT HAS BEEN AGREED AND CONCLUDED AS FOLLOWS:

Summary

Titre I : Special Administrative Clauses (SAC)

Titre II : Special Technical Clauses (STC)

Titre III : Schedules of unit prices (SUP)

Titre IV : Detail Estimate (DE)

	Page and the last
	CONTRACT N°/C/BCC/SG/DTS/SPCP/2021 of
	th Open National Invitation to Tender N°004/ONIT/BCCITB/2022 of 09/02/2022 for the some tarred roads in Bamenda.
DURATION OI	F EXECUTION: Three (03) calendar months
AMOUNT OF	CONTRACT IN FCFA:
	Total exclusive of all taxes
	VAT (19.25%)

VISA AND SIGNATURES

I.R (2.2%)

TOTAL inclusive of all taxes

Net Payment (Total – IR)

Read and accepted by the Contractor	
Bamenda, the	
Signed by the City Mayor of Bamenda City Council Delegated ContractingAuthority	
Bamenda, the	
REGISTRATION	

Document n° 10: Forms and Models to be used

SUMMARY

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Annex 1: MODEL OF DECLARATION OF INTENTION TO BID

I the undersigned		
Nationality		
Resident at		
In title of		
of the Open National Invitation to Tend		•••••
Relating to the realization of the	works for the maintenance of some t	arred roads in Bamenda;
Declare hereby the intention of for the said Invitation to tender.	my Enterprise	to submit
	Drawn up at	on the

Annex 2: Tender Model

I, the undersigned	[insert name and title of signatory]
	8) whose head office is in registrar's office of under No.
After having read all the documents contained on No.	or referred to in the Consultation file including additives
price I have stated on the basis of schedule price offer at	cordance with the documents of the Tender file, with the es and quantities, which prices brings out the amount of
Excluding VAT CFA francs, and	[in figures and in words]
	CFA All taxes included. [in
- Promise to render the services within a time lim	it of months
- Also promise to maintain my offer in the	time limit of days [insert duration],
after the deadline for submission of tenders.	
The discounts offered and the provisions	of applications of those discounts are as follows:
The Council will liberate payment ow	ed by her under this contract by crediting
Account Noopened inBranch.	the name ofwith the bank
Before signing the contract, the present offer acce	epted by you will be worth a commitment between us.
	Done aton the
	Signature
	asduly authorized to sign the offer for and
	on behalf of

Annex 3: Model of Bid Bond

aftermath.

Addressed to the City Mayor of Bamenda City Council, "the Delegated Contracting Authority"
Considering that the Contractor
its bid dated for the rehabilitation of some roofs at the Bamenda Main Market, herein designated "the offer" and for which he will join a provisional bond equivalent to [amount] CFA,
We
The conditions of this obligation are:
If the Bidder withdraws the offer during the validity period specified by him in the act of submission; or If the Bidder having been notified of the award of the contract by the Delegated Contracting Authority during the period of validity:
- Fails to sign or refuses to sign the contract, when he is required to do so;
- Fails to submit or refuses to provide the definitive bond of the Contract (final bond) as provided therein.
We undertake to pay to the Delegated Contracting Authority an amount up to the maximum sum specified above, upon reception of his first written request, without the Delegated Contracting Authority having to substantiate his request, provided that in his request the Delegated Contracting Authority mentioned that the amount he claims is due him because one of the above conditions, or both, are true, and he shall specify which condition(s) is (are) concerned.
This guarantee shall enter into force upon signature and as from the deadline set by the Delegated Contracting Authority for the submission of tenders. It will remain valid until the ninetieth day included following the end of the period of validity of tenders. Any request from the Delegated Contracting Authority should reach the bank by registered letter with acknowledgment of receipt before the end of the period of validity.
This bond is subject to its interpretation and execution under the Cameroonian law. Cameroonian courts

will be the exclusive jurisdictions to adjudicate on all matters relating to this engagement and its

Signed and authenticated by the bank

at.....on.....

[Signature of the bank]

Bank:
Reference of bond: No
Addressed to the City Mayor of Bamenda City Council in Cameroon, hereinafter referred to as "the Delegated Contracting Authority"
Considering that
Considering that it is stipulated in the contract that the Contractor will submit to the Delegated Contracting Authority a final bond, of an amount equal to 3% of the amount inclusive of all taxes to the corresponding Contract, as guarantee of good finish of the execution of his obligations under the conditions of the Contract;
Considering that we have agreed to give the Contractor such guarantee bond;
We
represented by [name of signatory
herein designated "bank", we promise to pay to the Delegated Contracting Authority, within a maximum of eight (08) weeks, upon written request of the latter declaring that the Contractor has not met its contractual commitments under the contract, without being able to delay payment or raise objection for any reason whatsoever, all the amount up to the sum of
We agree that no change or addendum or modification to the contract will liberate us of any obligation incumbent upon us in virtue of the present final bond and we derogate hereby to any notification of any modifications, additions or changes.
This final bond shall enter into force upon signature and upon notification to the Contractor by the Delegated Contracting Authority, the approval of the contract. It will be released within a time limit of one month after the date of provisional reception.
After that date, the bond will be of no effect and will be returned to us without explicit request from us.
Any claim made by the Delegated Contracting Authority under this warranty must be made by registered letter with acknowledgment of receipt, and should reach the bank during the period of validity of this commitment.
This final bond is subject to its interpretation and execution under the Cameroonian law. Cameroonian courts will be the exclusive jurisdictions to adjudicate on all matters relating to this engagement and its aftermath.
Signed and authenticated by the bank
at on the,

Annex 4: Model of final bond

Banks reference address	
We, the undersigned (bank address) hereby declare by the pre	esent bond, on behalf of:
Delegated Contracting Authority	,
The City Mayor of Bamenda ("The beneficiary")	City Council
The payment, without any contestation, on receipt of the first benefic that	reimbursement of the start-up
advance in proportion as the reimbursement. The law and jurisdiction applicable to the guarantee are those of	the Republic of Cameroon.
Signed	and authenticated by the bank
at	on the
[Signar	ture of the bank]

Annex 6: Model of guarantee retention bond
Bank: Reference of bond: No Addressed to the City Mayor of Bamenda City Council, hereinafter referred to as "the Delegated Contracting Authority"
Considering that
Considering that it is stipulated in the contract that the guarantee retention fixed at [percentage less than 10% to be specified] of the amount to the Contract can be replaced by a solitary bond,
Considering that we have agreed to give the Contractor such bond;
We[name and address of bank
represented by
Consequently, we affirm by the present that we stand surety for and responsible toward the Contracting Authority, in the name of the contractor, for a maximum amount o
And we guarantee the payment to the Delegated Contracting Authority, in a maximum time limit of eight (8) weeks, on his simple written request declaring that the contractor has not honoured his contractual obligations or he is found debtor of the Delegated Contracting Authority in the framework of the contract modified where there is by its addendum, without deferring the payment nor bringing up contestation for whatever motive, all sum(s) in the limit of the amount equal to [percentage less than 10% to be specified of the accrued amount of the works figuring in the final bill, without that the Delegated Contracting Authority has to prove or to give reasons no motif of his request for the amount of the sum indicated above.
We agree that no change or additive or any other modification to the contract shall relieve us of any obligation regarding us in virtue of the present guarantee and we derogate by the present to the notification of any modification, additive or change.
The present bond comes into effect as from its signature. It will be liberated in a time limit of thirty (30 days as from the date of the final reception of works, and on a release order delivered by the Delegated Contracting Authority.
Any request for payment formulated by the Delegated Contracting Authority in the framework of the present bond must be made by registered letter with acknowledgement of receipt, reaching the bank during the period of validity of the present engagement.
The present bond is subject for its interpretation and its execution under Cameroonian law. The Cameroonian courts shall be the only competent to statue on all that which concern the following engagement and its aftermath. Signed and authenticated by the bank
at an the

[Signature of the bank]

Annex 7: Provisional planning of works

SN	DESCRIPTION OF TASK	UNIT	QTY	OUTPUT		N	41			MI				P	42			M4			
SIN	DESCRIPTION OF TASK			OUTPUT	WI	W2	W3	W4	wı	WZ	W3	W4	W1	W2	W3	W4	wı	W2	W3	W4	
101	Site Installation	LS																			
102	Execution program + as-built plans	LS																			
103	Demolition of the existing roofs	LS																			
201	Construction of walls with 15x20x40 sand Crete blocks	m ²																			
202	Plastering of walls with cement mortar	m ²																			
203	Construction of reinforced concrete beams	m³																			
301	Construction of roof frame (rafters, struts and purlins)	m³																			
302	Construction of facia boards	ml																			
303	Construction of roof gutters	mi																			
304	Roofing with 5/10e 3m length corrugated roofing	m ²																			
305	Construction of ceiling on verandas	m ²																			
401	Painting of the external walls with pantex 1300	m ²																			
402	Construction of drainage pipes	ml																			
501	Fabrication and fitting of metal doors	LS																			

Document n° 11: Banking institutions and financial organizations authorized to issue bonds in the framework of public contracts

List of Banking institutions and financial organizations

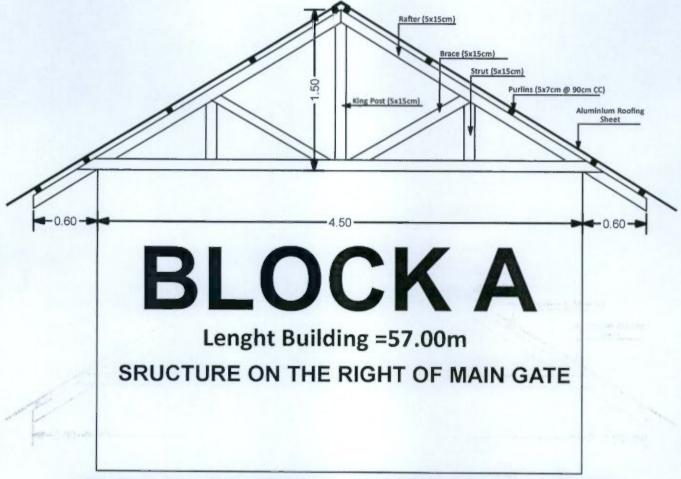
BANKS

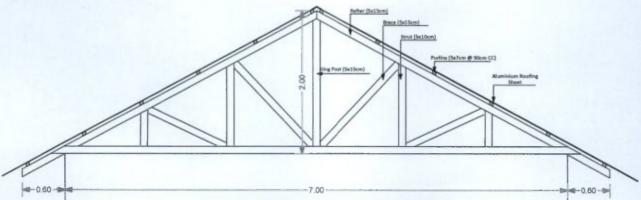
- 1. Afriland First Bank
- 2. Banque Atlantique
- 3. Banque Gabonaise pour le Financement International (BGFI BANK)
- 4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
- 5. CITI Bank
- 6. Commercial Bank of Cameroon (CBC)
- 7. Ecobank
- 8. National Financial Credit Bank
- 9. Société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

II- Insurance companies

- 14. Chanas Insurance;
- 15. Activa Insurance;
- 16. Zenithe Insurance.

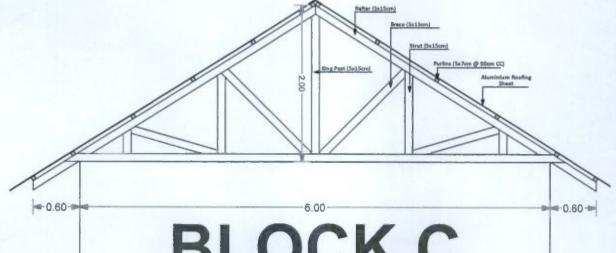
Annex/Graphical documents





BLOCK B Lenght Building =93.00m

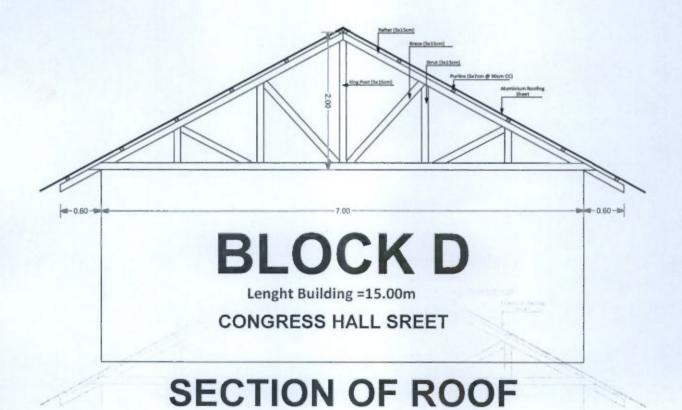
SRUCTURE OPPOSITE CAM FISH

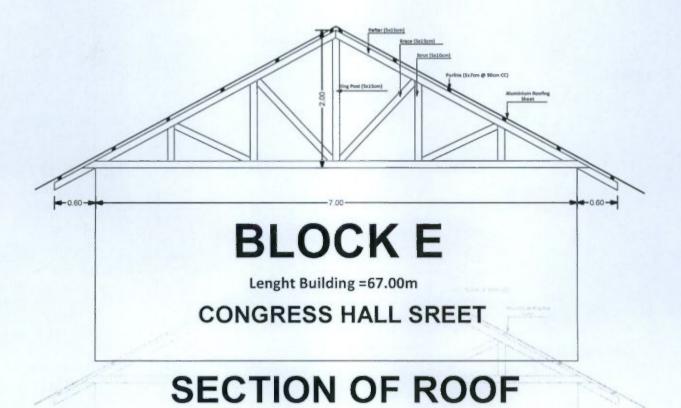


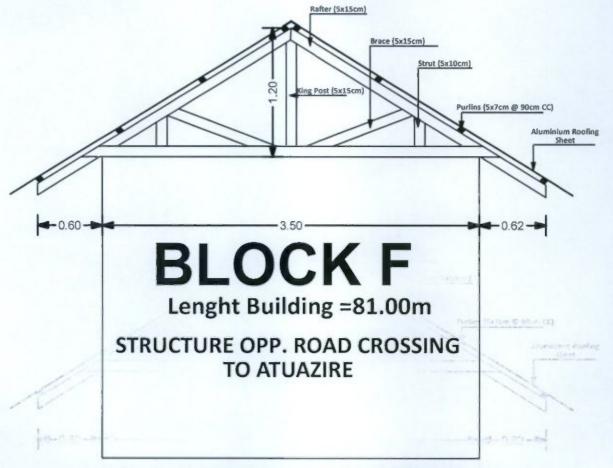
BLOCK C

Lenght Building =61.00m

STRUCTURE ON THE LEFT OF MAIN GATE







SECTION OF ROOF

