

REPUBLIQUE DU CAMEROUN  
*Paix - Travail - Patrie*  
\*\*\*\*\*  
MINISTERE DE LA DECENTRALISATION ET  
DEVELOPPMENT LOCAL  
\*\*\*\*\*  
REGION DU NORD OUEST  
\*\*\*\*\*  
DEPARTEMENT DE LA MEZAM  
\*\*\*\*\*  
ARRONDISSEMENT DE BAFUT  
\*\*\*\*\*  
COMMUNE DE BAFUT



REPUBLIC OF CAMEROON  
*Peace - Work - Fatherland*  
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MINISTRY OF DECENTRALIZATION AND LOCAL  
DEVELOPMENT  
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NORTH WEST REGIONAL  
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MEZAM DIVISION  
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BAFUT SUB DIVISION  
\*\*\*\*\*  
BAFUT COUNCIL

## **BAFUT COUNCIL INTERNAL TENDERS BOARD OPEN NATIONAL INVITATION TO TENDER**

### **TENDER FILE**

#### **OPEN NATIONAL INVITATION TO TENDER**

**05/ONIT/MINDDEVEL/ BC/BCITB/2024 OF 02/02/2024 FOR THE  
CONSTRUCTION OF AN INTEGRATED HEALTH CENTER IN NCHUM, BAFUT  
SUBDIVISION IN MEZAM DIVISION, NORTH WEST REGION (PHASE I).  
BY EMERGENCY PROCEDURE**

**PROJECT OWNER: THE LORD MAYOR OF BAFUT COUNCIL.**

**FINANCING: MINSANTE Public Investment Budget of 2024**

#### **BUDGET HEAD**

<b>CONSTRUCTION OF NCHUM INTEGRATED HEALTH CENTER</b>	
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**FINANCIAL YEAR 2024**



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# **Document No. 1**

## **Tender Notice**



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## TENDER NOTICE

**OPEN NATIONAL INVITATION TO TENDER  
N°05/ONIT/MINDDEVEL/ BC/BCITB/2024  
OF 02/02/2024 FOR THE CONSTRUCTION OF AN INTEGRATED HEALTH CENTER  
IN NCHUM, BAFUT SUBDIVISION IN MEZAM DIVISION, NORTH WEST REGION  
PHASE I BY EMERGENCY PROCEDURE.**

**FINANCING: MINSANTE 2023 PUBLIC INVESTMENT BUDGET**

**1. Subject of the invitation to tender:**

The state of Cameroon represented by the **Mayor of BAFUT Council**, the Contracting Authority, hereby launches an open National invitation to tender **For the Construction of an Integrated Health Center in NCHUM, Bafut Subdivision of the Mezam Division, North West Region.**

**2. Nature of services**

The works include the following:

- Setting up the work site;
- Main work;
- Secondary works

**3. Execution deadline**

The maximum execution deadline shall be **three (03) calendar months**, including the rainy season and other vagaries, with effect from the date of notification of the service order to start work.

**4. Lot**

Work which forms the subject matter of this jobbing order is in one lot: Construction of the Nchum Integrated Health Center (Phase 1).

**5. Estimated cost**

The estimated cost after preliminary studies is: **Fifty million Francs CFA (50,000,000) FCFA**. The first phase of the project which will be executed during the 2024 financial year has an estimated cost of **Thirty million Francs FCFA (30,000,000) FCFA**

**6. Participation and origin**

Participation in this invitation is open to registered qualified Contractors of the Republic of Cameroon with financial ability, technical and professional expertise in public works and construction.



## 7. Financing

The works, subject of this invitation to tender, is financed by the **Public Investment Budget of MINSANTE 2024**, budget head No. ....

## 8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 13 of the Tender File, of an amount of six hundred thousand (600,000FCFA) and valid for thirty (30) days beyond the date of validity of bids

## 9. Consultation of tender file:

The Tender File may be consulted at the SIGAMP OFFICE in **BAFUT Council**, within working hours from 7:30am to 3:30pm

## 10. Acquisition of tender file:

The tender file may be acquired from the SIGAMP OFFICE in Bafut Council upon presentation of a non-refundable treasury receipt of **sixty thousand Francs (60,000) FCFA** payable at the Bafut Municipal treasury bearing the name of the company.

## 11. Submission of bids:

Each offer or bid drafted in English or French in seven (07) copies including one (01) original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted at the BAFUT Council (SIGAMP OFFICE) **not later than 22 /02/2024 at 10 am** local time and should carry the inscription:

**OPEN NATIONAL INVITATION TO TENDER  
N°05/ONIT/MINDDEVEL/ BC/BCITB/2024**

**OF 02/02/2024 FOR THE CONSTRUCTION INTEGRATED HEALTH CENTER IN NCHUM, BAFUT SUBDIVISION  
OF THE MEZAM DIVISION, NORTH WEST REGION (Phase 1) BY EMERGENCY PROCEDURE.**

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

The offers or the bids brought after the stipulated deadline shall not be received.

## 12. Admissibility of bids

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

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

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

## 13. Opening of bids:

The opening of bids in one phase shall be done **on 22/02/2024 At 11.00 a.m.** in the Conference Hall of the **BAFUT Council** by the Bafut Council Internal Tenders Board.

Only bidders may attend or be duly represented by a person of their choice who has full knowledge of the file.

The opening of administrative documents and the technical and financial bids (*technical and financial if the opening is single-phased, technical only if the opening is double-phased*)

## 14. Evaluation criteria

The evaluation of the bids shall be done in three (03) steps:

- 1<sup>st</sup> step: Verification of the conformity of the administrative file;
- 2<sup>nd</sup> step: Evaluation of the technical file;
- 3<sup>rd</sup> step: Analysis of the financial file.

### I. Eliminary criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according to the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.



They refer especially to:

- ♦ Absence of or insufficient bid bond
- ♦ 48hrs given for absence or non-conformity of any other document in the administrative file
- ♦ False declaration or forged document
- ♦ Deadline for delivery higher or greater than the prescribed
- ♦ Non-respect of at least 75% of the essential criteria
- ♦ Absence or change of quantified unit price)
- ♦ Incomplete financial file
- ♦ Financial situation below one-third of the estimated cost
- ♦ A bid with external envelop carrying a mark or sign leading to the identification of the bidder

ii) Essential criteria

**NB.** Pursuant to circular letter No.00005/LC/MINMAP/CAB of 26/12/2023, bidders with certified true copies of the certificate of categorisation shall not submit in their **TECHNICAL FILE** documents relating to ; **Their turnover, References of the company, own minimum technical and Logistics means ,permanent staff and head office location**

- a. General presentation of Tender
- b. Financial capacity
- c. References of the company in similar works
- d. Quality of personnel
- e. Technical organisation of works
- f. Safety measures on the site
- g. Logistics
- h. Attestation of report of site visit
- i. Special technical clauses initialled on all pages and last page signed
- j. Special administrative clauses initialled on all pages and last page signed

## 15. Award

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

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

## 16. Validity of bids

The bidders shall remain committed to their offers during a period of (ninety) 90 days from the deadline set for the submission of bids.

## 17. Complementary information

Complementary technical information may be obtained every day during working hours from the SIGAMP OFFICE at the BAFUT Council.

### Copies:

- ARMP
- DD MINDEVEL
- DD/MINMAP/Mezam)
- Chairman BCITB
- Notice Boards
- File / archives



The Mayor of BAFUT Council

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## AVIS D'APPEL D'OFFRES NATIONAL OUVERT

**N°05/ONIT/MINDDEVEL/ BC/BCITB/2024 OF 02/02/2024**

**Pour les travaux de construction d'un Centre de santé intégré à NCHUM  
Dans la Commune d'arrondissement de BAFUT. Phase I  
PAR PROCEDURE D'URGENCE**

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

Le Gouvernement de la République du Cameroun représenté par le **Maire de la Commune de BAFUT** Maître d'ouvrage, lance un Avis d'Appel d'Offres National Ouvert pour les travaux de construction d'un **Centre de santé intégré à NCHUM dans la Commune d'arrondissement de BAFUT. Phase I**

### 2. Consistance des travaux

Les travaux comprennent notamment :

- L'installation de chantier ;
- Le gros œuvre ;
- Le second œuvre.

### 3. Délais d'exécution

Le délai global d'exécution des travaux est de trois (03) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'Ordre de Service de commencer les travaux.

### 4. Allotissement

Les travaux sont en un lot : construction d'un centre de santé intégré à Nchum

### 5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de : **cinquante millions (50,000,000) FCFA**. Le 1<sup>er</sup> phase du projet à exécuter en 2024, année financier est de trente million (30,000) FCFA

### 6. Participation et origine

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droit camerounaises ayant une expérience avérée dans le domaine des bâtiments et du génie civil en général

### 7. Financement

Les travaux objet du présent appel d'offres sont financés par le **Budget d'Investissement Public de MINSANTE 2024. D'imputation Budgétaire No. ....**

### 8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque



de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 13 du DAO, dont le montant s'élève à **600,000 FCFA (six cent mille) FCFA** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

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

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la **Commune de BAFUT** dès publication du présent avis.

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

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la **Commune de BAFUT** sur présentation d'une quittance de versement d'une somme non remboursable de soixante mille (**60,000**) francs CFA au Trésor Municipal de Bafut. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

#### **11. Remise des offres**

Chaque offre rédigée en Français ou en Anglais, en six (07) exemplaires dont un (01) original et six (06) copies marquées comme tels, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous pli fermé, dans les services de SIGAMP de la Commune de BAFUT, **au plus tard le 22/02/2024 à 10 heures**, heure locale et devront porter la mention:

#### **AVIS D'APPEL D'OFFRES NATIONAL OUVERT**

**N°05/ONIT/ MINDDEVEL/ BC/BCITB/2024 OF /2024 OF 02/02/2024**

**Pour les travaux de construction d'un Centre de santé intégré à NCHUM  
Dans la Municipalité de la Commune d'arrondissement de BAFUT. (PHASE I)**

***A n'ouvrir qu'en séance de dépouillement"***

Les offres parvenues après les dates et heure limites de dépôt des offres ne seront pas reçues

#### **12. Recevabilité des offres**

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

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

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

**13. Ouverture des plis :** L'ouverture des offres aura lieu en un temps **le 02/02/2024 à 11 heures précises** dans la **salle des Conférences de la Commune de BAFUT** par la Commission de Passation des Marchés en présence des soumissionnaires

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandater à cet effet.

L'ouverture des pièces administratives et des offres techniques et financières (technique et financière si ouverture en un temps, technique uniquement si ouverture en deux temps)

#### **14. Critères d'évaluation**

L'évaluation des offres se fera en trois (03) étapes :

- 1<sup>ère</sup> étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2<sup>ème</sup> étape : Evaluation des offres techniques ;
- 3<sup>ème</sup> étape : Analyse des offres financières.

#### **1. Critères éliminatoires**

- 1- Absence ou non suffisant de la Caution de soumission
- 2- 48h pour l'absence ou non-conformité des autres documents dans les dossiers administratifs ;



- 3- Fausses déclarations ou pièces falsifiées;
- 4- Délai d'exécution supérieure à celui prescrit
- 5- Situation financière inférieure au tiers du coût prévisionnel
- 6- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 7- Offres financière incomplète,
- 8- Obtention d'un score de moins 75% ;
- 9- Absence d'un prix unitaire quantifié.

## 2. Critères essentiels

**N/B :** La présence de la copie certifiée conforme d'attestation de catégorisation délivrée par le Ministre chargé des marchés Publics ou par son représentant dûment mandaté, disperse les soumissionnaires catégorisés de la production dans leurs dossiers techniques, des pièces justificatives relatives au chiffre d'affaires, aux références, aux moyens techniques et logistiques propres minima, au personnel permanent et à la localisation du siège.

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

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

## 15. Attribution

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

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

## 16. Durée de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de quatre -vingt -dix (90) jours, à compter de la date limite fixée pour la remise des offres

## 17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès du service du SIGAMP de la **Commune de BAFUT**.

### Ampliations:

- ARMP
- MINDEVEL
- DD/MINMAP/Mezam
- CIPM Bafut
- Affichage
- Chrono/Archive



BAFUT, le \_\_\_\_\_

Le Maire de la Commune de BAFUT

## **Document No. 3: General Regulations of the Invitation to Tender**



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## A. General

### Article 1: Scope of the tender

- 1.1. The **Mayor of BAFUT Council** herein after referred to as the Contracting Authority, launches an open national invitation to tender for the execution of the work described in the special clauses of this call for tenders (RPAO). It is referred as "the work".
- 1.2. The successful bidder or contractor must complete the work within the period indicated in the RPAO, and which runs from the date of notification of the service order (SO) to start the work.
- 1.3. In the following tender Document (DAO), the term "day" refers to a calendar day.

### Article 2: Financing

The above works, subject of the present call for Tender, are financed by the **Public Investment Budget of MINSANTE 2024, Budget Head No. ....**

### Article 3: Fraud and corruption

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

a) The following definitions shall be admitted:

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

b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

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

### Article 4: Candidates allowed competing

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

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

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.



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

#### **Article 5: Building materials**

- 5.1 Building materials, the contractor's materials, forming the subject of this contract may originate from within or without Cameroon which meet the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials
- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

#### **Article 6: Qualification of bidder**

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

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

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

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

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

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- (b) The bid and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;

(e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

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

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

#### **Article 7: Visit of works site**

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

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

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



## B. Tender File

### Article 8: Content of Tender File

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

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

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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

Document No. 10. Model documents of the contract:

a. The execution schedule;

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

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

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

h. Model contract;

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

- Model contract;

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

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

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

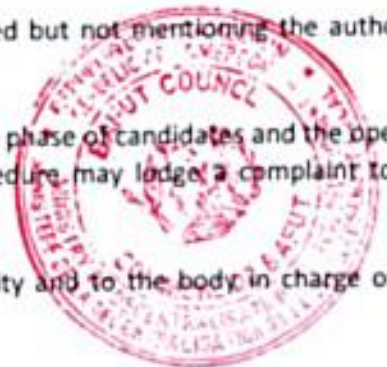
### Article 9: Clarifications on the Tender File and complaints

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

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

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

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



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

#### **Article 10: Amendment of the Tender File**

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

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

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

### **C. Preparation of bids**

#### **Article 11: Tender costs**

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

#### **Article 12: Language of bid**

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

#### **Article 13: Constituent documents of the bid**

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

**a. Volume 1: Administrative file**

It includes:

I. All documents stating that the bidder:

- Has complied to all declarations provided for by the laws and regulations in force;
- Is current with his taxes, contributions, fees or levies of any kind whatsoever;
- Is not in a State of liquidation or bankruptcy;
- Is not a foreigner
- Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.

II. Bid bond(s) issued is in conformity with the provisions of article 15 of the present RGAO.

III. A written confirmation authorizing the signatory of the offer to engage the bidder.

IV. The CCAP is duly initialled on each page and signed on the last page.

V. Localization plan is duly signed by the authority concern.



**b. Volume 2: Technical bid**

It includes:

- I. Site visit report;
- II. Personnel: the contractor will present the competent technical staff and workers he intends to hire before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma and presentation of signed of certificate and the attestation of availability signed by the candidate);
- III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of technical visit of rolling equipment);
- IV. References of the company (the contractor will provide Contracts or Jobbing Orders for similar work carried out as well as related minutes of acceptance);
- V. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the planning of intervention, the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,
- VI. The CCTP duly initialled on each page and signed on the last page;
- VII. Attestation of solvency of the Contractor.

**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.

**Article 14: Bid price**

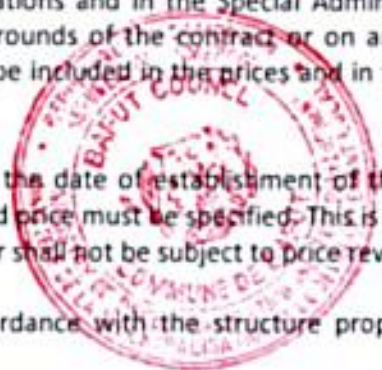
14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .

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

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

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

## Article 16: Validity of bids

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

16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.



16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

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

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:

- i. Fails in his obligation to register the contract in application of article 38 of the General Regulations;
- ii. Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
- iii. Refuses to receive notification of the Administrative Order to commence execution.

#### **D. SUBMISSION OF BIDS**

#### **Article 18: 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 19: 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 20: 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 21: Modification, substitution and withdrawal of bids**

21.1 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".

22.2 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.

21.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

21.4 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 22: Opening of envelopes and petitions**

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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 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 23: Confidential nature of the procedure**

23.1 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.

23.2 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.

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

#### **Article 23: Clarifications on the bids and contact with the Contracting Authority**

23.1 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.

23.2 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 24: Determination of compliance of bids**

24.1 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.

24.2 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.

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

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

24.4 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.

24.5 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 25: 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 26: Correction of errors**

26.1 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

26.2 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.

26.3 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 27: 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 28: Notification of award of the contract**

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

#### **Article 29: Publication of results of award and petitions**

29.1 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.

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

29.3 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.

29.4 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 30: 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 (07) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

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

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

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

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

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



**DOCUMENT No. 4:**  
**SPECIAL REGULATIONS OF THE INVITATION TO TENDER**



## Special regulations of the Invitation to Tender

References of the General regulations	General
1.1	<b>Definition of works:</b> <b>CONSTRUCTION OF AN INTEGRATED HEALTH CENTER IN NCHUM, BAFUT SUBDIVISION IN MEZAM DIVISION, NORTH WEST REGION.</b> <b>Name and address of the Contracting Authority:</b> The Lord Mayor of Bafut Council. <b>Reference of Invitation to Tender: N°05/ONIT/MINDDEVEL/BC/BCITB/2024 OF 02/02/2024</b>
1.2	This work must be executed within 03 months
2.1	The works, subject of this invitation to tender, is financed by the <b>Public Investment Budget of MINSANTE 2024.</b>
4.1	List of pre-qualified candidates, where applicable
5.1	The materials for this work may be local or imported and of very high quality

### 6.1 Evaluation criteria

The evaluation of the bids shall be done in three (03) steps:

- 1<sup>st</sup> step: Verification of the conformity of the administrative file;
- 2<sup>nd</sup> step: Evaluation of the technical file;
- 3<sup>rd</sup> step: Analysis of the financial file.

#### ii. Eliminary criteria

Eliminary criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according to the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

- Absence of or insufficient bid bond
- 48hrs given for absence or non-conformity of any other document in the administrative file
- False declaration or forged document
- Deadline for delivery higher or greater than the prescribed
- Non-respect of at least 75% of the essential criteria
- Absence or change of quantified unit price)
- Incomplete financial file
- Financial situation below one-third of the estimated cost
- A bid with external envelop carrying a mark or sign leading to the identification of the bidder

#### iii. Essential criteria

**NB. Pursuant to circular letter No.00005/LC/MINMAP/CAB of 26/12/2023, bidders with certified true copies of the certificate of categorisation shall not submit in their TECHNICAL FILE documents relating to ; Their turnover, References of the company, own minimum technical and Logistics means ,permanent staff and head office location**

- a. General presentation of Tender
- b. Financial capacity
- c. References of the company in similar works
- d. Quality of personnel
- e. Technical organisation of works



- f. Safety measures on the site
- g. Logistics
- h. Attestation of report of site visit
- i. Special technical clauses initialled on all pages and last page signed
- j. Special administrative clauses initialled on all pages and last page signed

The technical documents shall be evaluated following the binary method

#### ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (see model), Annex No 09
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by BAFUT Municipal treasury
A.6	A bid bond of SIX hundred thousand FCFA (600 000) FCFA issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	Valid copy of Business License stamped with the tariff en force
A.10	Valid copy of taxpayers card, stamped with the tariff en force
A.11	location Plan and attestation of the company stamped with the tariff en force
A.12	A group agreement if necessary
A.13	Power of attorney if necessary

**The absence of bid bond will result to the elimination of the offer and 48hrs given for the absence or non-conformity of any other document in the administrative file.**

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

**NB. Pursuant to circular letter No.00005/LC/MINMAP/CAB of 26/12/2023, bidders with certified true copies of the certificate of categorisation shall not submit in their "ENVELOPE B, documents relating to 1.references of the company 2. Logistics, 3. Key staff of the company"**

	<b>General presentation of the Tender</b>
	-Page Numbering
	-Document spirally bound
	-Table of content page
	-Colour sheets separation
	- Presentation of documents in the order given in this tender
	-Neatness and clarity of document
<b>B.1</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS</b>



B.1.1	List of references of the enterprise in similar jobs justified by certified contracts (first and last pages) and certified minutes of acceptance or attestation of clearances of works executed. (minutes of final acceptance for up to 2024) Minimum acceptable: <b>02</b> Contracts realized in the domain of building construction over the past 05 years		
	1 <sup>st</sup> Reference		
	2 <sup>nd</sup> reference		
<b>B.2</b>	<b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT</b>		
B.2.1	<b>01 works supervisor (at least Civil Engineer or equivalent certificate)</b>		
	Qualification of the works supervisor: (civil engineer or Rural engineer (BAC +3)		
	Professional experience of the project engineer $\geq$ 05 years		
	- CV signed by the candidate,		
	- A certified copy of the technical diploma		
	- An Attestation of presentation of original of the technical diploma		
	- An attestation of availability signed by the candidate		
	- Certified copy of ID card		
B.2.2	<b>01 Site foreman(Civil Engineering Senior Technician)</b>		
	Qualification of the Site foreman: (HND in Civil Engineering (BTS Genie civil or equivalent certificate)		
	Professional experience of the Site foreman $\geq$ 03 years		
	- CV signed by the candidate,		
	- A certified copy of the technical diploma		
	- An Attestation of presentation of original of the technical diploma		
	- An attestation of availability signed by the candidate		
	- Certified copy of ID card		
B.2.3	<b>Other personnel</b>		
	- 02 two bricklayers with 3 years professional experience in building construction or similar works		
	- 02 Two Carpenters with 3 years professional experience on carpentry or similar works.		
	- 01 One Electrician with 3 years professional experience on Electricity or similar works.		
	- 01 Painter with 3 years professional experience (Only CVs signed by the candidate accompanied by certified photocopies of National ID Card and technical diploma at least (CAP )		
	-		
<b>B.3</b>	<b>TECHNICAL PROPOSALS</b>		
B.3.1	Organigram of the project (Specify names of the personnel handling the various functions)		
B.3.2	Logical sequence for the execution of the task		
B.3.3	Quality control method		
B.3.4	Environmental protection measures		
B.3.5	Security and safety at the site		
B.3.6	Duration of execution in respect with the Tender File		



<b>B.4</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
B.4.1	Prove of ownership or rental of a pick-up or other vans		
B.4.2	Prove of ownership or rental of a dump truck		
B.4.3	Prove of ownership or rental of a Concrete mixer		
B.4.4	Prove of ownership or rental of a concrete vibrator		
B.4.5	Prove of ownership or rental of a Hand compactor		
B.4.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc. Carpentry Kit : carpentry clamps, saws, harmers, etc.		
<b>B.5</b>	<b>FINANCIAL CAPACITY</b>		
B.5.1	An attestation of financial capacity (solvency) of the enterprise equal to or greater than the project cost issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
<b>B.6</b>	<b>Attestation of site visit</b> signed by the Contractor		
<b>B.7</b>	Comprehensive report of site visit signed by the company administrator and justified by photos		
<b>B.8</b>	Special Technical Clauses initialed in all the pages and last page signed		
<b>B.9</b>	Special Administrative Clauses completed and initialed in all the pages and last page signed		

#### ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
<b>C1</b>	A submission letter, signed, dated, stamped And certified by the competent authority (see ANNEX 01)
<b>C2</b>	Completed and signed frame work of unit prices.
<b>C3</b>	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
<b>C4</b>	Sub details of unit prices signed and stamped by bidder on all pages

	Price and currency of bid
14.3.	[Indicate here, if necessary, the specific exclusion of taxes, dues and duties which must be reflected in the price offered. This clause must conform with article 27 of the SAC]
14.4.	The prices of the contract are not revisable
15.1.	The currency (ies) of bid is (are) defined following option A of article 15 of the General Regulations].
15.2.et 15.3	Currency shall be in Francs CFA
	Preparation and submission of bids
16.1.	The period of validity of bids shall be 90 days from the date of submission of bids.
17.1.	The Amount of the bid bond is 600,000FCFA
18.1.	Bids shall be evaluated on the basis of an execution deadline of works between a minimum and maximum 90 days.



18.3.	Seven (07) copies of the bids including one original and six (6) copies must be filled and sent to the Contracts Award Service of the BAFUT Council
19.1.	Bids shall be submitted at the BAFUT Council.
20.1.	Bids shall be submitted on the 22/02/2024 at 10 .am
21.2.	Bids shall be opened in the conference hall of the BAFUT Council. On the 22/02/2024 at 11. am by the competent Tenders Board
22.1	<b>Evaluation and comparison of bids</b>
	Currency retained for this project is Thirty million Francs CFA (30, 000,000) CFA
32.2.(e)	The evaluation method of payment will be done at the end of the work amounting to
	<b>Award of the contract</b>
34.1 and 34.2	The Contracting Authority will award the contract to the bidder whose offer has been recognized substantial responsive to the requirement of the Tender File and which has the technical and financial capacity required to carry out the contract in a satisfactory way and in which the offer has been evaluated the lowest realistic offer
	<b>Final bond</b>
39.1 39.2	Within twenty (20) days from the notification of the contract by the Contracting Authority, the contractor will provide to the Contracting Authority a final bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, in the form stipulated in CCAP, in accordance with the model provided in the DAO.

#### Commencement of work

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

- Contracting Authority ..... (Lord Mayor)
- Contract Engineer (MINTP)
- DD MINMAP-Mezam
- DD MINEPAT
- DD MINDDEVEL
- DMO Bafut
- CDO BAFUT Council
- Engineer, Bafut Council



## **DOCUMENT No. 5: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)**



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# Chapter I: General

## Article 1: Subject of contract

The subject of the contract is **THE CONSTRUCTION OF THE NCHUM INTEGRATED HEALTH CENTER IN THE BAFUT MUNICIPALITY OF MEZAM DIVISION, NORTH WEST REGION.**

## Article 2: Contract award procedure

The contract is awarded following open National invitation to tender N°05/ONIT/MINDDEVEL/ BC/BCITB/2024 OF 02/02/2024 FOR THE CONSTRUCTION INTEGRATED HEALTH CENTER IN NCHUM, BAFUT SUBDIVISION OF THE MEZAM DIVISION, NORTH WEST REGION (PHASE I) BY EMERGENCY PROCEDURE

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

### 3.1: For the purpose of this contract. It was agreed that:

- The function of Authorizing Officer is devoted to the **Mayor of the BAFUT Council**
- The function of the contract Engineer is devoted to the **Divisional Delegate of Public Works Mezam**
- Signatory authority for this present Jobbing order is **The Mayor of the BAFUT Council**
- The competent authority to ensure the effective execution of the jobbing order is DD-MINMAP-Mezam

### 3.2: Functions of the Contract Engineer.

The Contract Engineer has the assignment to ensure that the works are executed in a satisfactory way and in accordance with the technical specifications of this jobbing order. He would not be able to release the contractor of any of his/her Contractual liabilities (except the stipulations expressed below) He/she does not have to order any work susceptible to delay the execution of the work or to provoke a supplementary payment by the Administration, nor to order any important modifications to the work to be executed except that provided for in this contract.

At the request of the contractor and in the presence of the contract manager and the Engineer for the contract, Contradictory report could be achieved to fix quantities of certain works; any such amendment must be submitted to the Contracting Authority for approval before the contractor can affect any works. He has as obligation to transmit all copies of the execution documents to ARMP.

### 3.3 Security

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

In this case:

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

## Article 4: Language, applicable law and regulation

### 1.3 The language to be used shall be English or French

### 1.4 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

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

The constituent contractual documents of this contract are in order of priority *(to be adapted to the nature of the works).*

- 1) The tender or commitment letter;



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

#### **Article 6: General instruments in force**

This contract shall be governed by the following general instruments

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2014/275 of 24 September 2014 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. 2018/366 of 20 June 2018 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 [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the contract.

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

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

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



Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

- 1.2 The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager.

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

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

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

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

- 9.1 *the contract has two phases*

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

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

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).



- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has five (05) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

## **Chapter II: Financial conditions**

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

#### **11.1 Final bond**

The final bond shall be set at [between 2 and 5 %] of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract.

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

#### **11.2 Performance bond**

The retention fund shall be set at 10 % maximum of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Project Owner upon request by the contractor.

#### **11.3 Guarantee of start-off advance**

This present jobbing order has not envisaged advance to start work.

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

The amount of this contract as indicated by the attached is 30,000,000 (Thirty million) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: 24,225,000 (Twenty four million two hundred and twenty five thousand) CFA F
- Amount of VAT: 5,775,000 (five million seven hundred and seventy five thousand five hundred francs) CFA.
- Amount of TSR and/or \_\_\_\_\_ CFA F
- Net to be paid= EVAT-TSR and/or AIR

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

The Project Owner shall release the sums due in the following manner:  
For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. \_\_\_\_\_ opened in the name of the contractor in the \_\_\_\_\_ bank.

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

This present Jobbing Order is in unit prices and lump sum. These prices are closed and not subject to variation.

### **Article 15: Price revision formulae (article 21 of GAC)**

This present Jobbing Order is in unit prices and lump sum. These prices are closed and not subject to revision.



**Article 16: Price updating formulae (article 21 of the GAC)**

This present Jobbing Order is in unit prices and lump sum. These prices are closed and not subject to update

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

17.1 The percentage of works under State supervision shall be *[must not exceed 2 %]* of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

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

This contract is at *unit price*

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

19.1 The payment of the work will be done in several instalments by the Project Owner following the presentation of the stages of implemented works presented by the Contractor, duly approved by the Contract Engineer validated by the Contract Engineer and certified by the Chief of Service of the Contract. Each provisional payments due to the Contractor in respect of the contract since the beginning of execution will be done on the basis of joint agreed upon bills between all the parties.

The bills must correspond to the amount of work done, obtained from the amount of work actually executed under the conditions of the contract and the unit price, as contained in the schedule of unit price, quantity and estimated specifications and the unit price Sub-Details and the amount of deductions.

The payment of an account to the Contractor will be determined by the difference between the amount of the relevant account and the account immediately preceding it.

To give right to a payment, the amount of the work executed must be at least equal to ten (10%) per cent of the amount of the contract.

At the end of the work, a final account of the work is established.

19.2 No security shall be requested for payments on account of work.

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

The Contracting Authority *shall not* grant a start-off advance

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

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

**21.2 Monthly detailed account**

No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of



VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

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

- [100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the contractor;
- 1.1 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract 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 \_\_\_\_\_ within a maximum deadline of \_\_\_\_\_ calendar days from the date of submission of the approved detailed accounts.

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2014/275 of 24 September 2014 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<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth (1/1000<sup>th</sup>) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

23.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

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

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

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

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

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



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

25.1 The contractor has fifteen (15) days to forward the draft to the Project Manager, after the date of provisional acceptance of the works

After completion of the works and within a maximum time-limit of five (05) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 The Contract Manager has fifteen (15) days to notify the corrected and approved draft to the Project Manager

25.3 the contractor has fifteen (15) days to return the signed final detailed account

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

26.1 the Contract Manager or the Project Manager has fifteen (15) days to establish the general detailed account and forward to the contractor after final acceptance

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. 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 fifteen (15) days to return the signed final detailed

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

Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

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

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

All taxes inclusive prices means VAT included.

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

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

**Chapter III: Execution of works****Article 29: Nature of the works (article 46 of GAC)**

The works include the following:

- Setting up the work site;
- Main work;
- Secondary works



**Article 30: Role and responsibilities of the Project Owner (GAC supplemented)**

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

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

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

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

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works

**Article 32: Role and responsibilities of the contractor (article 40 of the CAG)**

The contractor is charged with the duty to ensure that the works are satisfactorily executed, under the control of the contract engineer in conformity with the rules and regulations in force. He/she shall carry out calculations, test and analysis, determine, choose, buy and supply all the tools and material necessary for the good execution of this work. He/she shall make use of all the personnel he/she deem necessary for the execution of this work (both skill and unskilled workers)

He shall be responsible for the whole project site.

He/she shall take total responsibility of any accident or injury suffered by any of his/her personnel at the site. The breakdown of material or equipment during the execution of this job shall be his sole responsibility.

He/she has the obligation to repair any damage caused to any structure during the execution of his works and must respect the legislation in force in Cameroon Concerning the respect of the environment.

He/she shall ensure that the project site is covered by an attestation issued by an insurance company to cover damages that may be caused:

- By any of his worker during the realization of the project.
- By the Equipment used to carry out these works, for trade by the Establishment or for any exploitation.
- For works carried out on the site of the project before acceptance.

NB Payments shall not be done for works that are not duly insured.

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

A reproducible copy of the plans featuring in the Tender File shall be submitted by *Project Manager*

The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

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

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

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

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

Within a maximum time limit of 15 days from the date of notification of the service order to start work, the contractor shall submit six (6) copies of the execution program to the project manager for approval.

This program shall be presented following the established format and shall include the following:

- The steps and the execution method envisaged with an indication of the personnel, equipment and material to be used.
- Description of the envisaged site installation
- A planning charts to permit the comparison of the advancement of the envisaged or real work.



- Two (2) copies of this document shall be sent back to the contractor within a time limit of 8 days from the date of reception with either an approval comment <<GOOD FOR EXECUTION>> OR a rejection notice accompanied by the reasons for the rejection

The contractor has eight (8) days to present new documents and the Contract Engineer has five (5) days to make his approval or remarks.

In the case of rejection, the procedure is re-launched.

The approbation given by the project manager does not in any way mitigate the responsibility of the contractor. Meanwhile the works executed before the approbation of the program shall neither be considered nor remunerated.

During the Execution of the jobs the contractor shall carefully register, all the modifications and corrections effected on the contract plan.

At the end of the works the contractor shall come out with a traced plan from the contract plan indicating in detail the state of the finished works

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

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

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary are:

- Contract Engineer
- Contracting Authority
- And Administration

36.3 the contractor, in the course of executing this project shall undertake strict measures to

- Prevent deforestation
- Prevent soil degradation
- Prevent pollution
- Maintain good hygienic conditions
- Prevent accident

#### **Article 37: Implantation of structures**

The Project Manager shall notify within five (05) days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

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

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

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

39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

39.2 The Contract Manager has a deadline of five (05) days to approve the contractor's personnel and laboratory as soon as the request is made.

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

40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.

40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

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

[Specify the possible restrictions or bans]



## Chapter IV: Acceptance

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

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

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

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

42.3 The Acceptance Commission shall comprise the following members indicatively:

- i. The Project Owner: **The Mayor of BAFUT Council**.....Chairperson;
- ii. The Divisional Delegate of Public Contract Mezam.....Observer
- iii. The Contract Engineer: **The Divisional Delegate Of Public Works MEZAM** ....Secretary
- iv. The Contract Manager: **The District Medical Officer Bafut** ....Member
- v. The Contractor or his representative ..... Member
- vi. DD MINDDEVEL.....Member
- vii. Bafut Council Engineer..... Member

The contractor shall be convened to the acceptance by mail at least 05 days prior to the acceptance. He is bound to attend or be represented.

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

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

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

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

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

43.1 The Contractor shall furnish within a time-limit of 30 days after provisional acceptance the site plans and others useful documents of the project.

43.2 If the project is not completed within the time limit fixed in the present Contract, the Contractor shall pay a deductible penalty equal to 1/2000th of the initial amount of this Contract all taxes inclusive per calendar day overrun from the first to the 30th day beyond the Contractual time set for the Contract. 1/1000 beyond 30 days the penalties for lateness shall not be more than ten percent (10%) of the total amount of the Jobbing Order. For a percentage greater than ten percent (10%) then the Jobbing Order can be cancelled.

These sanctions shall be applied without the prior-notification of the Contractor except in case of a major fault legally defined. These penalties shall be deducted from the monthly bills for the work. The Contractor can during the execution of his works, provide the necessary justifying documents and apply for the penalties to be cancelled. This application shall be examined by the Project Owner in collaboration with the Contract Engineer.

After 30 days from the date of notification of the Service Order to start work, the penalty of lateness for non-furnishing of program of work is 5000 FRS per day of lateness.



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

The guarantee period shall be one (01) year to run from the date of the provisional acceptance of the works.

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

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

45.2 The Project Manager shall be member of the commission.

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

**Chapter V: Sundry provisions****Article 46: Termination of the contract (article 74 of the GAC)**

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2014/275 of 24 September 2014 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non-payment for services.

**Article 47: Case of force majeure (article 75 of the GAC)**

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

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

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

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the provisions in force:

**Article 49: Production and dissemination of this contract**

Seven (07) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

**Article 50 and last: Entry into force of the contract**

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



**Document No. 6:**  
**Special Technical Conditions (STC)**



## GENERALITIES

This descriptive notes and technical specifications are drawn up for the purpose of execution of construction Projects. 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 structure clearly shown on the working drawings as its Aesthetics is also very much dependent on the manipulation of the carefully chosen materials. The selected site has been found favourable to the envisaged structure in terms of geotechnical cross-section, atmospheric conditions, topography, sewage disposal, and automobile and pedestrian accessibility.

### Content of the structure

Lot 100: preparatory works and studies  
Lot 200: Earth Works  
Lot 300: Foundation  
Lot 400: Block work in elevation  
Lot 500: Carpentry works  
Lot 600: Metallic works  
Lot 700: Electricity  
LOT 800: Painting  
Lot 900: Drainage works and pavement

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 finished 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 foundation.

## PRELIMINARY WORKS

### Building Site Installations

The contractor shall set up temporary constructions and facilities needed to execute the works, such as:

- Offices of the Contractor equipped with tables, chairs and lock-up cupboards.
- Building site toilet facility(if it does not exist)
- Store house for materials
- Removal of temporary work (fences, field office, sheds, signs, etc.).
- **Connection to Utility Networks**

### Water:

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



## Sanitation

The contractor shall ensure the availability and use of toilet facilities at the works site.

## WORKS TO BE EXECUTED

### Earth Works

Site clearance and excavation works will be done manually and /or mechanically while responding to the levels as indicated on the working drawings. Pits will be dug at critical points to receive pad foundation and pillars linked by ground beams. These operations will be done under the close supervision of the Project engineer.

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

### Blinding Concrete.

A 5cm thick lean concrete mix of 150kg/m<sup>3</sup> (CPJ 325) will be laid under foundation pads for pillar footings.

### Mass Concrete

The ground floors and outdoor pavements of this building will be of mass concrete of dosage 300kg/m<sup>3</sup> and following the rules and regulations of pavements and done independently and with finishes as required by design.

### Reinforced concrete

The skeleton (framework) of this building constitutes R.C beams and pillars, which must be cast in-situ designed according to the rules of and CP 110 and batching done according to trial batches or Dreux method, by weight and or volume, closely supervised by the supervisor in charge. Mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. A percentage loss due to waste, mixing and settlement has been envisage in the quantities which is 32%

Load evaluation has been limited to dead, live and service loads of the building external horizontal and vertical charges due to wind; rain etc have not been considered which is due to the negligible atmospheric conditions of the area.

The floors have a thick mass concrete of 300kg/m<sup>3</sup> mix APC and will be laid on 8cm layer of hardcore spread on the bearing surface area.

The aggregates will be of class 15/25 and free from organic impurities and any substance that may adversely affect the strength and workability of the concrete. Cast concrete shall be cured as required to achieve its maximum strength

### Acceptance for Reinforcements

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

### Formwork

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

- If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly joined.
- If the ordinary form is made with fibreboard or plywood, the sides must be properly joined and be of the same level. The tolerated space between joints should be same as those between sawn timbers.
- Formwork for Reservations or recesses: Recesses intended for masonry fittings or other uses should be made using appropriate forms. Such forms should be put together in such a way that its parts can be removed with ease.



## Pre-casting Preparations

### a) Cleanliness

The form must be free from hydrocarbon products such as grease, etc or by rust. The stains must be thoroughly cleaned up, if need be.

### b) Cleaning

Before concreting, the concrete boxes must be carefully cleaned to remove all dust and debris. Compressed air should be used to finish the cleaning.

### c) Watering

Timber forms must be sufficiently watered before concreting. It should be watered several times to make the wood as wet as possible, causing it to swell and close the joint gaps. The wet surfaces must not, however, be dripping with water. Excess water shall be blown out using compressed air.

### d) Coating with oil

The following shall be oiled before concreting:

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

## Maintenance

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

## Safety of Workers and Others

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

## Constituent Materials of Concrete

### • Crushed Aggregate

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

Crushed 0/5 gravel (river sand)

Crushed 5/15 fine gravel

Crushed 15/25 coarse gravel

Natural or crushed sand 0/5 (the quantity retained on a 5 mm sieve must be less than 10 %).

Crushed aggregate to the site shall be subject to prior approval of the supervisor. The latter must approve the origin of the aggregate. The aggregate should come from rivers, quarries or crushed stable rocks, free of foreign bodies, organic material, dust, mud and clay, whether it sticks to grit or not.

With respect to particle distribution, the following shall apply:

### • Sand (Fine Aggregate)

Sand shall have the characteristics specified in the tables of approved tests. Sand must be fine, clean, hard, and sharp and must not stick to the hand. It must be free of any soil or limestone, wastes, debris and wood.

It should, if need be, be sieved and washed. The sand must come from approved quarries or from rivers. It must not contain more than 5% weight of grit passing through a sieve with 900 meshes per cm<sup>2</sup> and must not contain particles, whose biggest dimensions exceed the following limits:

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



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

- **Cement**

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

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

The Contractor must inform the supervisor that he has received his supplies.

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

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

The bags must be in good shape, at the time they reach the site, and should be stored in a covered and completely dry place, and on a raised plank surface that is at least 10 cm above the ground.

- **Reinforcements**

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

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

The diameter of the tube benders used for bending must comply with BAEL 91 rules and approval records. Anchor tabs shall be normal 45-degree elbows at right angle or double knee anchoring. The metal used shall be clean and free from calamine. Bars with defects such as blisters, cracks or hairlines that can affect tensile strength shall be rejected.

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

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

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

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

If there are any doubts as to the quality of the iron rods supplied to the project site, the supervisor or his representative could, ask for tensile strength tests on the samples taken from the batch. Such tests would be done at the contractor's expense. The tests should be carried out by an approved body.

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

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

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

The iron rods supplied must be at least 11 m long



NOTE: Reinforced Rod Tables.

No	STRUCTURE	SIZES	MAIN REINFORCEMENT	STIRRUP		CONCRETE MIX	TYPE
		No	$\phi$	Tors $\phi$	Spacing		
1	Damp proof course	4	10mm	6mm	20cm	300kg/m <sup>3</sup>	Fe-E-40
2	Lintel (15x20)	4	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
3	Veranda Pillars 30x 15	6	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
4	Wall pillars 15x15	4	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
5	Wall plate 15x20	4	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40
6	Beams 15x20	4	10mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-40

- **Placing concrete**

The concrete should be placed before its initial setting time, and never after it has contained its water content for more than thirty minutes; storing it in containers for subsequent use after adding water is strictly prohibited. All concrete should always be thoroughly vibrated using mechanical vibrators.

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

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

Before concreting construction joints, the old concrete must be thoroughly cleaned of any rubble using compressed air, and repeated to reveal gravel and eliminate deposits of dirt; this surface should then be washed and scrubbed with an iron brush and thoroughly soaked. If necessary, admixtures for construction joints can be used, but these must comply with producers' instructions. Concreting of construction joints should not be done on the visible parts of structures.

The formwork should be removed only after the concrete has acquired enough strength.

#### **MASONRY**

The foundation walls shall be done in black stone shaped or unshaped where need be or cement hollow block of 20x20x40cm filled with concrete mixed 150kg/m<sup>3</sup> and cement mortar while the partition walls shall be erected in cement hollow blocks of 15x20x40cm and 10x20x20cm for toilet walls as shown in the working diagrams

The locally produced blocks must be laid using cement mortar as specified.

#### **PLASTERING**

Two coats of plaster of 2cm thick and two coats of (stucco) rendering 2.5cm thick shall be applied on the walls respectively in cement mortar of 400kg/m<sup>3</sup> mix.

#### **CARPENTRY AND JOINERY**

Timber will be gotten locally, well-seasoned and shall be free from shakes, defects, insects attack and dry rods. All doorframes are of hardwood panel timber



## OPENINGS

### Metallic Doors

All the doors and windows at sensitive areas shall be of high metal quality properly finished respecting the dimensions on the working drawings. They shall be received on site by the supervisor before fitting is carried out.

### Cluster Windows

All the window openings shall be constructed as shown on the working drawings.

### Painting

The contractor must carefully examine the surface to be painted before work starts. The external wall surfaces shall be done in advancing hues while the internal surfaces shall be done in receding hues. Colour pigments and lighting systems and their intensities shall enhance the value and intensity of colours. The first or TECHNICAL coat shall be done in weak glue (white wash) and should be applied to receive the final or finishing coat. Metallic surfaces should be carefully brushed or washed clean before applying paint.

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

## ROOF COVERING

All the timber for the roof trusses shall be eucalyptus or any hardwood obtained locally, well-seasoned and shall be of straight grains, without defects and treated against insect attack with carbonyl most of the roof trusses shall be triangular. The rafters shall be of 2"x6" (3x12cm) and the purlins 2"x4" (4x8cm.) Oblique, horizontal and vertical wind braces shall be done to secure the truss from possible up heave due to wind pressures. The roof shall be tied to the building by diameter 6mm extended reinforcement bars. The roof slope, fall direction etc. is chosen in accordance with the manufacturers (AUBAC) specification, atmospheric conditions aesthetic and longevity. The sheathing shall be semi-circular corrugated three (3) m long aluminium sheets of 0.35, from SCATRAL or AUBAC Douala. It shall be screwed or nailed to the purlins by carefully chosen qualified and skilled technicians under the close supervision of the architect. The facial boards shall be of metal sheets with a finish hue to be determined by the architect in close collaboration with the client.

## CEILING

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

## ELECTRICITY

Since most of the integrated health centers are located in the rural areas where there is no electricity the contractor is expected to install all the electrical fittings on the building as stated on the bill of quantities. The final connection to the main supply shall not be the responsibility of the contractor.

## SIMPLIFIED ENVIRONMENT CLAUSES

These standard clauses constitute the Environmental Regulations relating to the construction works contracts within the framework of the PIB.

Thus, every enterprise pre-selected for a works contract will have to implement not only measures aimed at mitigating the socio-environmental impacts of the micro-projects but also environmental and social clauses outlined below. It should be stressed that these clauses apply to all types of micro-projects, the enterprise as well as all sub-contractors or dealers.

These measures include:

- A reduction in the raising of dust particles at the work site in order to protect the health of the surrounding population and site workers, by regular watering of the site, or the adoption of an appropriate calendar;



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

### **Starting of works and sensitization of stakeholders**

Before the effective start of works, the company or enterprise must prepare an environmental action plan specifying the whole of environmental measures to be implemented, as well as rules of procedures mentioning in a specific way the safety requirements and in particular the wearing of appropriate equipment ( work clothes) and speed limit warning signs. Furthermore, these internal rules and regulations will have to prescribe the prohibition of alcohol consumption during working hours, to transport or hunt game, to abusively use wood for fuel, as well as the sensitization of the personnel on the dangers of the STI/HIV AIDS, the respect of the customs and habits of the populations of the area. These rules must be pasted within the company.

On the other hand, an information and sensitization campaign of the personnel and residents will have thus to be organized beforehand and their attention will have to be drawn to all these aspects, including the calendar of execution, the employment opportunities. In particular, these stakeholders should be informed on the reasons for the choice of the site for the localization of the micro-project as well as the environmental action plan. This sensitization campaign will have to be re-lunched during the execution of the work.

## **SETTING UP OF THE BUILDING SITE**

### **a) Localization**

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

In this regard, the selected site must be at a distance from at least:

- 50m off the road.
- 100m off a lake or river
- 100m off habitation (dwelling);

The site will have to be selected in order to limit clearing, the pulling up of shrubs or bushes and the demolition of the trees. The valuable trees will be preserved and protected.

The site must be selected away from sensitive zones particularly the marshy zones, the wetlands, sacred zones and the hillsides. Lastly, the site should envisage an adequate Water drainage on the whole of its surface

### **b) Equipment**

The office and housing area in the working site for the personnel must be equipped with sanitary facilities (latrines, septic tanks, absorbing wells, wash-hand basins and showers) according to the number of the work force. The water



tanks (reservoir) will have to be installed and the quantity of water must be adequate with the needs. Adequate drainage must protect the installations.

### **c) Management of solid waste and liquids**

Receptacles (containers) to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and the waste deposited in a garbage can for recuperation by the Council or in a dumping pit. This pit must be located at least 100m from the installations and in case of a river at least 150m away. At the end of the work the pit is to be filled (restored) with soil up to the level of the original soil.

The pads (apartment) for servicing and washing of the machines will have to be concreted and equipped with a sump - container into which a liquid that is not needed can flow for recuperation of oils and greases. Worn oils or drainage oil are to be stored in barrels and kept in a secured place while waiting to be moved to a specialized centres for treatment. It is the same process for oil filters, batteries and other toxic waste.

### **Recruitment of the site workers, health and safety**

The contractor is expected to make use in the most possible way of a local labour in the area or zone where work is to be realized or executed. Failing to find the qualified personnel on the spot, he is authorized to recruit labour in the wider working area.

Apart from the training and information for the personnel on the aspects mentioned above (point 1), the contractor must provide his workmen with the necessary safety and adequate equipment, according to the duty post – anti-dust to prevent dust particles, anti-noise helmet, safety shoes, boots, gloves, glasses etc.

During the works, mobile and fixed signs or notice will be put in place in order to ensure the safety of the staff and resident population. The company or enterprise will carry out routine watering of the site in order to limit dust particles. He will also take care of the speed limits of the various vehicles and machines (less than 40 Km/h). In the same way, he will have to take care that all the temporary deviations are identified in collaboration with the resident population, and the deviations do not affect the sensitive zones.

### **Opening up and exploitation of quarries and borrowed zones**

#### **a) Opening up and exploitation:**

The opening up and the use of quarries are regulated by:

- Law 64/LF/3 of April 6, 1964;
- Decree 64/Lf-163 of May 26, 1964,
- Ordinance 74/2 of July 6, 1974,
- Law 76/14 of July 8, 1976 modified and supplemented by that of NO 90/021 of August 10, 1990,
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989,
- Decree 90/1477 of November 9, 1990.

The quarries exploited on the public lands are subjected to authorization.

The quarries exploited on private lands are subjected to declaration.

The contractor will have to ask the authorizations envisaged by the texts and for payments in force and will take responsibility for all his related expenses, including the expenses for an eventual compensation of the owner or proprietor.

The contractor will have to present a program (Plan) for exploitation of the quarry according to the volume to be extracted for works and the reserves.

If the exploitation of the quarry requires noise (sound, blast), the residents should consult the exploitation schedules, and the generated noise will not have to exceed 90 decibels at the level of the residents.

The spot for quarry deposits will have to be selected so as not to obstruct the run off water and will have to be protected from erosion. The contractor will have to obtain controller's approval for the quarry deposits spot.

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

At the end of works, the site will have to be brought back to its initial or original state. In this regard, installations necessary hereafter will have to be carried out:



- The adjusting of opening materials, then the levelling of the site and in particular levelling of the top soils in order to facilitate the infiltration of water, re-planting of grass and trees as the case may be,
- Restoration of the former natural flows,
- Removal of the dilapidated aspect of the site,
- Fitting up (either through re-filling) of pits in order to avoid the erosion of the degraded soil,
- Restoration of the pit and recuperation of surface waters and conservation of the slope, if the quarry or the borrowed zone can be used for other uses - livestock, playgrounds for the inhabitants, etc.

As regards the working site, the contractor will complete all necessary work to restore the site (bringing the site to its original state). The contractor will have to take away all his material & machines. He is not supposed to abandon any equipment nor materials on the site, or at the surroundings. This restoration of the site relates to all its deviations and contours (e.g. foot paths etc.) set up during the works.

It is desirable that the sites should be restored in a progressive way.

#### **Clearing of undergrowth and pruning**

Clearing of undergrowth and pruning of the immediate surroundings of the work in order to improve on the exposure of sunlight and to improve on the visibility.

As regards pruning, all the branches overhanging the platform will be cut vertically passing by the clearing limit. All the trees will be cut down overhanging the immediate surroundings and threatening to fall on the work or to impede circulation after a tornado.

The question on clearing of the undergrowth consists of cutting at ground level without uprooting the vegetation.

All trees and shrubs at the entrance and exit of the works (bridges, etc.) will be uprooted so as to facilitate the running of water and to facilitate the regular inspections of the works.

**Lastly**, it is requested from the contractor to identify as from the start of works, the buyers (middlemen) of the aforementioned waste among the residents (fodder for the cattle, for construction, fuel wood, etc).



**Document No. 7:**  
**Schedule of unit prices**



**SCHEDULE OF UNIT PRICE FOR THE CONSTRUCTION OF AN INTEGRATED  
HEALTH CENTER IN NCHUM (PHASE I), BAFUT SUBDIVISION IN MEZAM  
DIVISION, NORTH WEST REGION. PHASE I**

N°	DESIGNATION DES OUVRAGES	UNITE	PRIX UNITAIRE	PRIX TOTAL
	<b>LOT 100 : Travaux préliminaires-terassements</b>			
101	Etude environnementale	FF		
102	Installation de chantier	FF		
103	Aménagement et assainissement de plate forme	FF		
104	Fouilles en puit	m3		
105	Fouilles en rigoles	m3		
106	Remblais des fouilles	m3		
	<b>Sous-total LOT 100</b>			
	<b>LOT 200: Fondations</b>			
201	Béton de propriété dosé a 150kg/m3	m3		
202	Béton armé de semelle dosé a 350kg/m3	m3		
203	Agglos bourrés de 20x20x40 en fondation	m2		
204	Béton armé pour longrine dosé a 350kg/m3	m3		
	<b>Sous-total LOT 200</b>			
	<b>LOT 300: Béton armé en élévation</b>			
301	Dallegge du sol dosé a 300kg/m3	m3	PHASE II	
302	Béton armé pour plateau et poutre chainage et linteaux dosé a 350kg/m3	m3		
303	Béton armé pour longrine dosé a 350kg/m3	m3		
	<b>Sous-total LOT 300</b>			
	<b>LOT 400 : MACONNERIE-ELEVATION</b>			
401	Agglos creux de 15x20x40 en élévation	m2		
402	Agglos creux de 10x20x40 en élévation	m2		
404	Claustras doublés de grilles anti insectes	m2		
	<b>Sous-total LOT 400</b>			
	<b>LOT 500 : Enduit, chapes et divers</b>			
501	Enduit au mortier de ciment sur murs extérieurs	m2	PHASE II	
502	Enduit au mortier de ciment sur murs intérieurs	m2	PHASE II	
503	Remplissage pour surélévation des placard de 10	m2	PHASE II	
504	Chape de 3cm	m2	PHASE II	
505	Paillasse en béton	m2	PHASE II	



	<b>Sous-total LOT 500</b>			
	<b>LOT 600 : Plafons</b>			
601	Plafond en contre plaqué	m2		
602	Plafond en tole lisse	m2		
603	Couvre joint	ml		
	<b>Sous-total LOT 600</b>			
	<b>LOT 700 : revetement scallés</b>			
701	grès céramic antidérapant 1er choix 5x5	m2	PHASE II	
702	Faïence pour pièces humides	m2	PHASE II	
703	Plinthe en grès céramic de 15cm de hauteur	ml	PHASE II	
	<b>Sous-total LOT 700</b>			
	<b>LOT 800 :Chapente - couverture</b>			
801	Bois 8x8 traités y Xylamon pour pannes+latte de rive de pignon	m3		
802	Planch de rive	ml		
803	tole de rive	ml		
804	tole faittiere	ml		
805	Tole noue	ml		
806	Couverture en tole bac de 5/10e	m2		
807	Gouttier allu zinc 5/10e	ml		
808	Descente d'eau en PVC de diamtre 100 v compris coude	ml		
	<b>Sous-total LOT 800</b>			
	<b>LOT 900 Menuiserie bois</b>			
901	Porte en bois dur 70x220 y compris 2 verrous et cadenas	u		
902	Porte en bois dur 90x220 Pl2y compris 2 verrous et cadenas	u		
903	Porte en bois dur 100x220 PPl y compris 2 verrous et cadenas			
904	Fenetre en alluminium y comprise toile moustiquaire de 1.50x1.20m	u		
905	Fenetre en alluminium comprise toile moustiquaire de 60cmx70cm.	u		
906	Fenetre en alluminium comprise toile moustiquaire de 60cmx100cm.	u		
907	placard de 0.8x3 en CP ép. 0.19 compris étageres	u		
	<b>Sous-total LOT 900</b>			
	<b>LOT 1000 Menuiserie métallique</b>			



1001	Grille antivol pour CN 25mm 1.50x1.20m	u		
1002	Grille antivol pour CN 60x70cm	u		
1003	Grille antivol pour CN 25mm 60x100cm	u		
	<b>Sous-total LOT 1000</b>			
	<b>LOT 1100-Peinture</b>			
1101	Peinture types pantex 1300 sur murs extérieurs 2 couches	m2	PHASE II	
1102	Peinture types pantex 800 sur murs intérieurs 2 couches	m2	PHASE II	
1103	Peinture a huile sur menuiserie bois	m2	PHASE II	
1104	Peinture a huile sur grilles antivol de chassis CN	m2	PHASE II	
1105	Peinture types pantex 800 sur plafond	m2	PHASE II	
	<b>Sous-total LOT 1100</b>			
	<b>LOT 1200-Electricité</b>			
1201	ceinture de terre	FF		
1202	laisons equipotentielle	Ens.		
1203	Coffre de tableaux	FF		
1204	Interupteur simple allumage y comprise fourreautage et cablage	u		
1205	Interupteur vas et vient y comprise fourreautage et cablage	u		
1206	Prises de courant 2P+t+16A y comprise fourreautage et cablage	u		
1207	Applique sanitaire 2P+t+ inter LEGRAND ou engellec y comprise fourreautage et cablage	u		
1208	Reglettes y comprise fourreautage 1.20m	u		
1209	Hublot rond etanch y comprise fourreautage	u		
	<b>Sous-total LOT 1200</b>			
	<b>LOT 1300 : Plomberie sanitaire</b>			
1301	Réseau d'evacuation EU/EV	Ens.		
1302	Réseau enterré	Ens.		
1303	Appareils sanitaire			
1304	Lavabo blanc	u		
1305	Cuvette W.C	u		
1306	Evier	u		
1307	Douch	u		
1308	Robinet d'eau dans la cour	u		
	<b>Sous-total LOT 1300</b>			
	<b>LOT 1400 : Assainissement</b>			
1401	Fosse septique pour 40 usagers y comprise canalisations et regard de raccordement	u		



1402	Puissad pour 40 usagers y comprise canalisations et regard de raccordement	u		
1403	Caniveaux en béton armé de 40x25 autours de batiment y compris dispositif	ml		
1404	Dallettes pour caniveau epaisseur de12cm	ml		
1405	Rampes andicape 2m de largeur	u	PHASE II	
	<b>Sous-total LOT 1400</b>			



**Document No. 8: Bill of quantities  
And estimates**



**BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF AN  
INTEGRATED HEALTH CENTER IN NCHUM (PHASE I) BAFUT SUBDIVISION IN MEZAM  
DIVISION, NORTH WEST REGION.**

N°	DESIGNATION DES OUVRAGES	UNITE	QTY	PRIX UNITAIRE	PRIX TOTAL
	<b>LOT 100 : Travaux préliminaires-terassements</b>				
101	Etude environnementale	FF	1		
102	Installation de chantier	FF	1		
103	Aménagement et assainissement de plate forme	FF	1		
104	Fouilles en puit	m3	20.27		
105	Fouilles en rigoles	m3	111.29		
106	Remblais des fouilles	m3	76.57		
	<b>Sous-total LOT 100</b>				
	<b>LOT 200: Fondations</b>				
201	Béton de propriété dosé a 150kg/m3	m3	6.19		
202	Béton armé de semelle dosé a 350kg/m3	m3	13.1		
203	Aggglos bourrés de 20x20x40 en fondation	m2	170.21		
204	Béton armé pour longrine dosé a 350kg/m3	m3	10.36		
	<b>Sous-total LOT 200</b>				
	<b>LOT 300: Béton armé en élévation</b>				
301	Dallegge du sol dosé a 300kg/m3	m3	28.82	PHASE II	
302	Béton armé pour plateau et poutre chainage et linteaux dosé a 350kg/m3	m3	17.83		
303	Béton armé pour longrine dosé a 350kg/m3	m3	0.55		
	<b>Sous-total LOT 300</b>				
	<b>LOT 400 : MACONNERIE-ELEVATION</b>				
401	Agglos creux de 15x20x40 en élévation	m2	472.05		
402	Agglos creux de 10x20x40 en élévation	m2	122.48		
404	Claustras doublés de grilles anti insectes	m2	51.64		
	<b>Sous-total LOT 400</b>				
	<b>LOT 500 : Enduit, chapes et divers</b>				
501	Enduit au mortier de ciment sur murs extérieurs	m2	495	PHASE II	
502	Enduit au mortier de ciment sur murs intérieurs	m2	790.8	PHASE II	
503	Remplissage pour surélévation des placard de 10	m2	5.31	PHASE II	
504	Chape de 3cm	m2	288.2	PHASE II	
505	Paillasse en béton	m2	8.85	PHASE II	
	<b>Sous-total LOT 500</b>				
	<b>LOT 600 : Plafons</b>				
601	Plafond en contre plaqué	m2	288.24		
602	Plafond en tole lisse	m2	51.52		



603	Couvre joint	ml	528.63		
	<b>Sous-total LOT 600</b>				
	<b>LOT 700 : revetement scallés</b>				
701	grés céramic antidérapant 1er choix 5x5	m2	288.2	PHASE II	
702	Faïence pour pièces humides	m2	106.4	PHASE II	
703	Plinthe en grés céramic de 15cm de hauteur	ml	375	PHASE II	
	<b>Sous-total LOT 700</b>				
	<b>LOT 800 :Chapente - couverture</b>				
801	Bois 8x8 traités y Xylamon pour pannes+latte de rive de pignon	m3	7.2		
802	Planch de rive	ml	89		
803	tole de rive	ml	124.3		
804	tole faittiere	ml	89.3		
805	Tole noue	ml	19.6		
806	Couverture en tole bac de 5/10e	m2	418.79		
807	Gouttier allu zinc 5/10e	ml	100		
808	Descente d'eau en PVC de diamtre 100 v compris coude	ml	40		
	<b>Sous-total LOT 800</b>				
	<b>LOT 900 Menuiserie bois</b>				
901	Porte en bois dur 70x220 y compris 2 verrous et cadenas	u	12		
902	Porte en bois dur 90x220 Pl2y compris 2 verrous et cadenas	u	9		
903	Porte en bois dur 100x220 PPI y compris 2 verrous et cadenas		4		
904	Fenetre en alluminium y comprise toile moustiquaire de1.50x1.20m	u	12		
905	Fenetre en alliminium comprise toile moustiquaire de 60cmx70cm.	u	11		
906	Fenetre en alliminium comprise toile moustiquaire de 60cmx100cm.	u	3		
907	placard de 0.8x3 en CP ép. 0.19 compris étageres	u	3		
	<b>Sous-total LOT 900</b>				
	<b>LOT 1000 Menuiserie métallique</b>				
1001	Grille antivol pour CN 25mm 1.50x1.20m	u	12		
1002	Grille antivol pour CN 60x70cm	u	11		
1003	Grille antivol pour CN 25mm 60x100cm	u	3		
	<b>Sous-total LOT 1000</b>				
	<b>LOT 1100-Peinture</b>				
1101	Peinture types pantex 1300 sur murs extérieurs 2 couches	m2	495	PHASE II	



1102	Peinture types pantex 800 sur murs intérieurs 2 couches	m2	790.9	PHASE II	
1103	Peinture a huile sur menuiserie bois	m2	89.85	PHASE II	
1104	Peinture a huile sur grilles antivol de chassis CN	m2	27.36	PHASE II	
1105	Peinture types pantex 800 sur plafond	m2	288.2	PHASE II	
	<b>Sous-total LOT 1100</b>				
	<b>LOT 1200-Electricité</b>				
1201	ceinture de terre	FF	2		
1202	laisons equipotentiellles	Ens.	1		
1203	Coffre de tableaux	FF	1		
1204	Interupteur simple allumage y comprise fourreausage et cablage	u	25		
1205	Interupteur vas et vient y comprise fourreausage et cablage	u	2		
1206	Prises de courant 2P+t+16A y comprise fourreausage et cablage	u	21		
1207	Applique sanitaire 2P+t+ inter LEGRAND ou engellec y comprise fourreausage et cablage	u	2		
1208	Reglettes y comprise fourreausage 1.20m	u	33		
1209	Hublot rond etanch y comprise fourreausage	u	11		
	<b>Sous-total LOT 1200</b>				
	<b>LOT 1300 : Plomberie sanitaire</b>				
1301	Réseau d'evacuation EU/EV	Ens.	1		
1302	Réseau enterré	Ens.	1		
1303	Appareils sanitaire				
1304	Lavabo blanc	u	5		
1305	Cuvette W.C	u	5		
1306	Evier	u	3		
1307	Douch	u	2		
1308	Robinet d'eau dans la cour	u	2		
	<b>Sous-total LOT 1300</b>				
	<b>LOT 1400 : Assainissement</b>				
1401	Fosse septique pour 40 usagers y comprise canalisations et regard de raccordement	u	1		
1402	Puissad pour 40 usagers y comprise canalisations et regard de raccordement	u	2		
1403	Caniveaux en béton armé de 40x25 autours de batiment y compris dispositif	ml	125.06		
1404	Dallettes pour caniveau epaisseur de 12cm	ml	94		
1405	Rampes andicape 2m de largeur	u	2	PHASE II	
	<b>Sous-total LOT 1400</b>				
	<b>LOT 100 : Travaux préliminaires-terassements</b>				



LOT 200: Fondations				
LOT 300: Béton armé en élévation				
LOT 400 : MACONNERIE-ELEVATION				
LOT 500 : Enduit, chapes et divers				
LOT 600 : Plafons				
LOT 700 : revetement scallés				
LOT 800 :Chapente - couverture				
LOT 900 Menuiserie bois				
LOT 1000 Menuiserie métallique				
LOT 1100-Peinture				
LOT 1200-Electricité				
LOT 1300 : Plomberie sanitaire				
LOT 1400 : Assainissement				
GRAND TOTAL HT				
TVA (19.25%)				
AIR (2.2% or 5.5%)				
Total TOUTES TAXES				
NET A PAYE				



**Document No. 9:**  
**Schedule of sub-detail of prices**



DESIGNATION :					
No	DAILY OUT PUT		TOTAL QUANTITY	UNIT	DURATION OF ACTIVITY
WORK MAN SHIP	CATEGORY	No	DAILY WAGE	DAYS BREAK UP	AMOUNT
TOTAL A					
EQUIPMENT	TYPE	No	DAILY RATE	DAYS BREAK UP	AMOUNT
TOTAL B					
AND MATERIAL		UNIT	UNIT COST	QUANTITY	AMOUNT
TOTAL C					
D	DIRECT TOTAL COST				A+B+C
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSESES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			D+H	
V	UNIT COST (HT)			P/QTY	



## **Document No. 10:**

### **Model contract**



REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTRE DE LA DECENTRALISATION ET  
DEVELOPPMENT LOCAL

REGION DU NORD OUEST

DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAFUT

COMMUNE DE BAFUT



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL  
DEVELOPMENT

NORTH WEST REGIONAL

MEZAM DIVISION

BAFUT SUB DIVISION

BAFUT COUNCIL

CONTRACT or JOBBING ORDER No

Awarded after invitation to tender N°05/ONIT/ BC/BCITB/2024

Project Owner: THE MAYOR OF BAFUT COUNCIL

HOLDER : [indicate name and full address of holder]

P.O. Box \_\_\_\_\_, Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_ at

Taxpayer's No. \_\_\_\_\_

SUBJECT : Execution of \_\_\_\_\_ works;

Lot No. \_\_\_\_\_; Network \_\_\_\_\_

Section No.	Road No.	Itinerary	Length (km)
Total			

PLACE : North West Region

EXECUTION DEADLINE : \_\_\_\_\_ ( \_\_\_\_\_ ) months

AMOUNT IN CFA F:

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



FINANCING : PUBLIC INVESTMENT BUDGET .....2024

**BUDGET HEAD :** *[to be completed]*

**AUTHORIZATION:**

**IMPUTATION:**

SUBSCRIBED ON: \_\_\_\_\_

SIGNED ON: \_\_\_\_\_

NOTIFIED ON: \_\_\_\_\_

REGISTERED ON: \_\_\_\_\_

**Between:**

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

**On the one hand,**

**And**

\_\_\_\_\_ (enterprise)

P.O. Box \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_

Taxpayer's No. \_\_\_\_\_

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

**On the other hand,**

Agree on the following:



## Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimate

Page \_\_\_\_\_ and last of Contract No. \_\_\_\_\_

Awarded after invitation to tender [specify references of invitation to tender]

With \_\_\_\_\_,

For the execution of \_\_\_\_\_ works

Lot No. \_\_\_\_\_; \_\_\_\_\_ Network

Section No.	Road No.	Itinerary	Length (km)

EXECUTION DEADLINE \_\_\_\_\_ (\_\_\_\_\_) months

Amount of contract in CFA F:

IAT	
EVAT	
VAT (19.25)	
AIR (1.1 or 1.65 %)	
Net to be paid	

Read and accepted by the contractor

(place of signature) \_\_\_\_\_ (date)

Signature \_\_\_\_\_

"Contracting Authority"

(place of signature) \_\_\_\_\_ (date)

Registration

(place) \_\_\_\_\_ (date)



**Document No. 11:**  
**Forms and models to be used by bidders**



## Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

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

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule



## Annex No. 1: Model tender declaration

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

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

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

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. \_\_\_\_\_ at \_\_\_\_\_ [in figures and words] CFA francs exclusive of VAT and at \_\_\_\_\_ CFA francs Inclusive of all Taxes. [In figures and words].
- I pledge to execute the works within a deadline of \_\_\_\_\_ months.
- I pledge to maintain my bid for [indicate duration of validity, in principle 90 days for national invitations to tender 120 days for international invitations to tender] from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

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

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Done at \_\_\_\_\_ on \_\_\_\_\_

Signature of \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorised to sign the bids on behalf of \_\_\_\_\_



## ANNEX No. 2: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"

Whereas the undertaking \_\_\_\_\_ hereinafter referred to as the "bidder" has submitted his bid on \_\_\_\_\_ for [recall the subject of the invitation to tender], hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

We \_\_\_\_\_ [name and address of the bank], represented by \_\_\_\_\_ [names of signatories], hereinafter referred to as "the bank" hereby guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

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

We pledge to pay to the [Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_

[Bank's signature]



### Annex No. 3: Model final bond

Bank:

Reference of the bond: No \_\_\_\_\_

Addressed to *[Indicate the Project Owner and his address]* Cameroon, hereinafter referred to as the "Project Owner"

Whereas \_\_\_\_\_ *[name and address of Contractor]*, hereafter referred to as "the Contractor", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the works]*.

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

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

We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment made by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

*[Signature of the bank]*



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

Bank: reference, address \_\_\_\_\_

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of \_\_\_\_\_ [the holder] to the benefit of the Project Owner [address of the Project Owner]  
(the beneficiary)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that \_\_\_\_\_ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. \_\_\_\_\_ of \_\_\_\_\_ relating to \_\_\_\_\_ works [indicate the subject of the works, the references of the invitation to tender and the lot, if possible] of the total sum corresponding to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. \_\_\_\_\_, payable upon notification of the corresponding Administrative Order that is, \_\_\_\_\_ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of \_\_\_\_\_ [the holder] opened in the \_\_\_\_\_ bank under No. \_\_\_\_\_.

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]



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

Bank: \_\_\_\_\_  
Reference of the bond: No \_\_\_\_\_

Addressed to *[Indicate the Project Owner]*  
*[Address of Contracting Authority]*

Hereinafter referred to as "the Project Owner"

Whereas \_\_\_\_\_ *name and address of Supplier* hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the works of *[indicate the subject of the works]*

Whereas it is stipulated in the contract that the retention fund fixed at *[percentage below 10 % to be specified]* of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,

We, \_\_\_\_\_ *[name and address of the bank]*,  
Represented by \_\_\_\_\_ *[names of signatories]* and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of \_\_\_\_\_  
*[in figures and letters]* corresponding to *[percentage below 10 % to be specified]* of the contract price.

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Project Owner within the meaning of the contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to *[percentage below 10 % to be specified]* of the total amount of the works featuring in the final detailed account, without the Project Owner having to prove or give the reasons nor the motive for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this bond and we hereby incline by the present to the notification of any amendment, addendum or change.

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release issued by the Project Owner.

Any request for payment made by the Project Owner by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.  
This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

*[Signature of the bank]*



## ANNEX No. 6: Framework of schedule

### Note on the presentation of schedules

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

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

*[The frameworks of schedules to be prepared and inserted in the Tender File by the Project Owner]*



## **Document No. 12: Preliminary studies**



## Annex No. 7: Justification of preliminary studies

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the public or private Project Manager

2.3. References of the contract, if Private Manager carried it out;

2.4. If maintenance works

2.4.1 Description of the studies;

2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.

2.5 Rehabilitation or new works

2.5.1 Are quantities in the quotations the same as those of the studies?

2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

2.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the tender file.

- The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.



**Document No. 13:**  
**List of banking establishments and financial bodies authorised to issue  
bonds for public contracts**



## **I- BANKS**

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Épargne 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- Insurancecompanies**

14. Chanas Insurance;
15. Activa Insurance



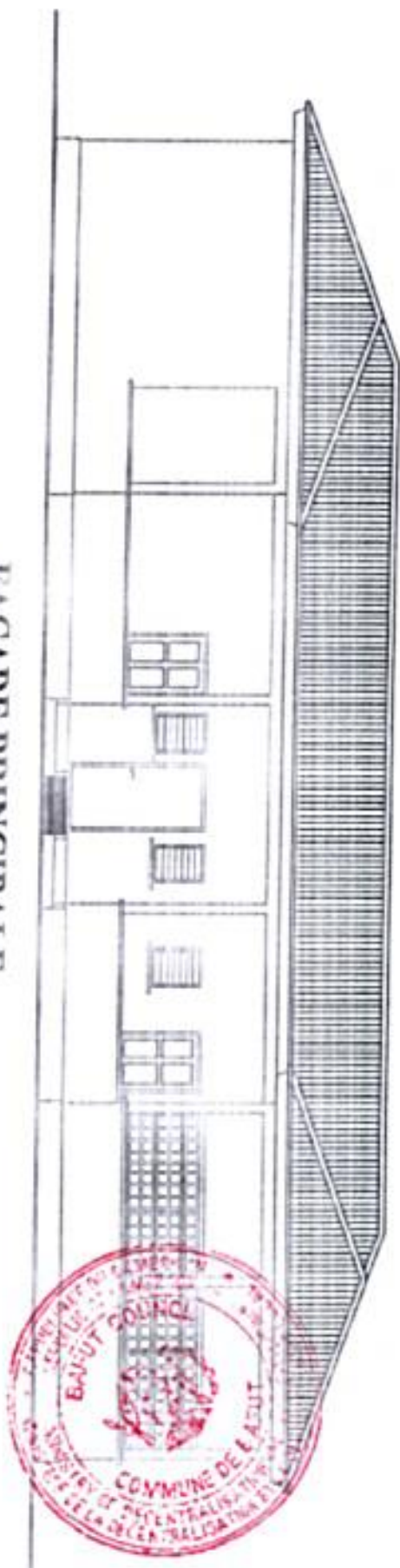
## **Document No. 14:**

### **GRAPHIC PLANS**

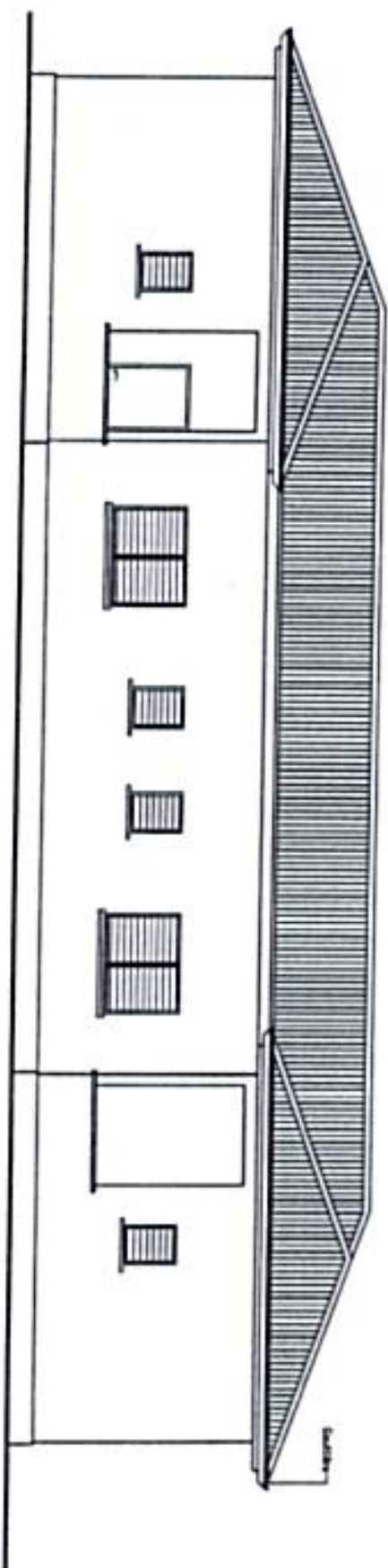






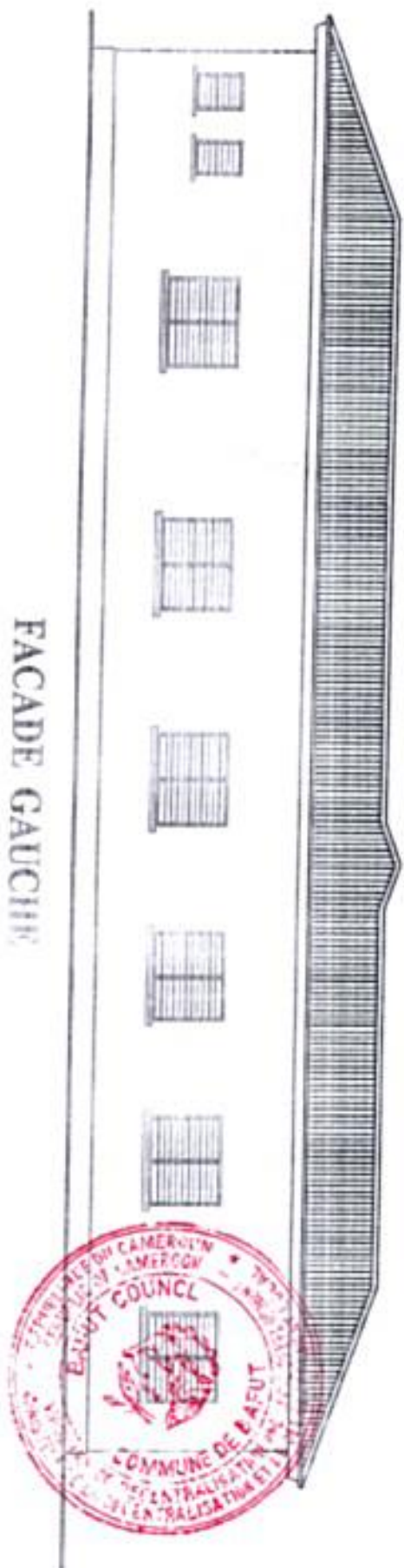


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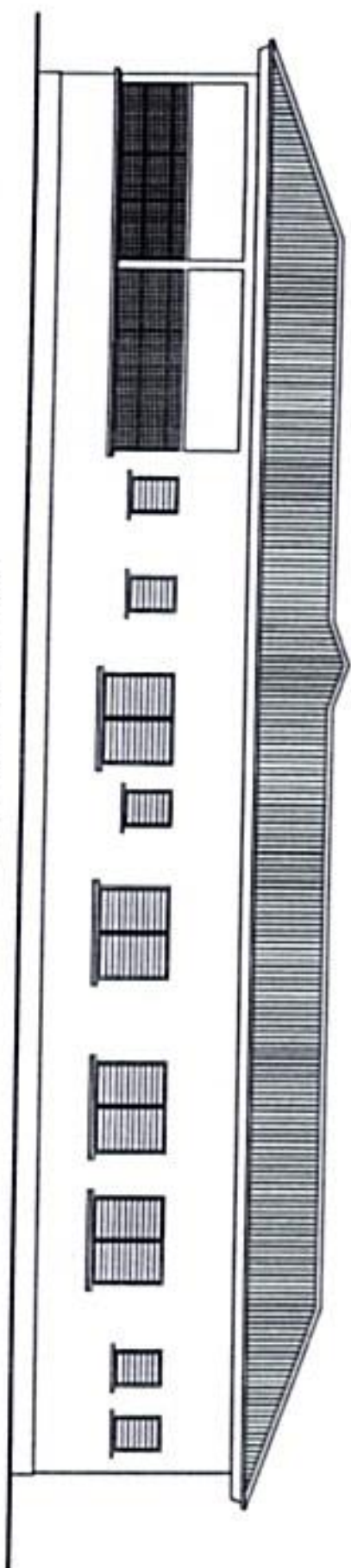


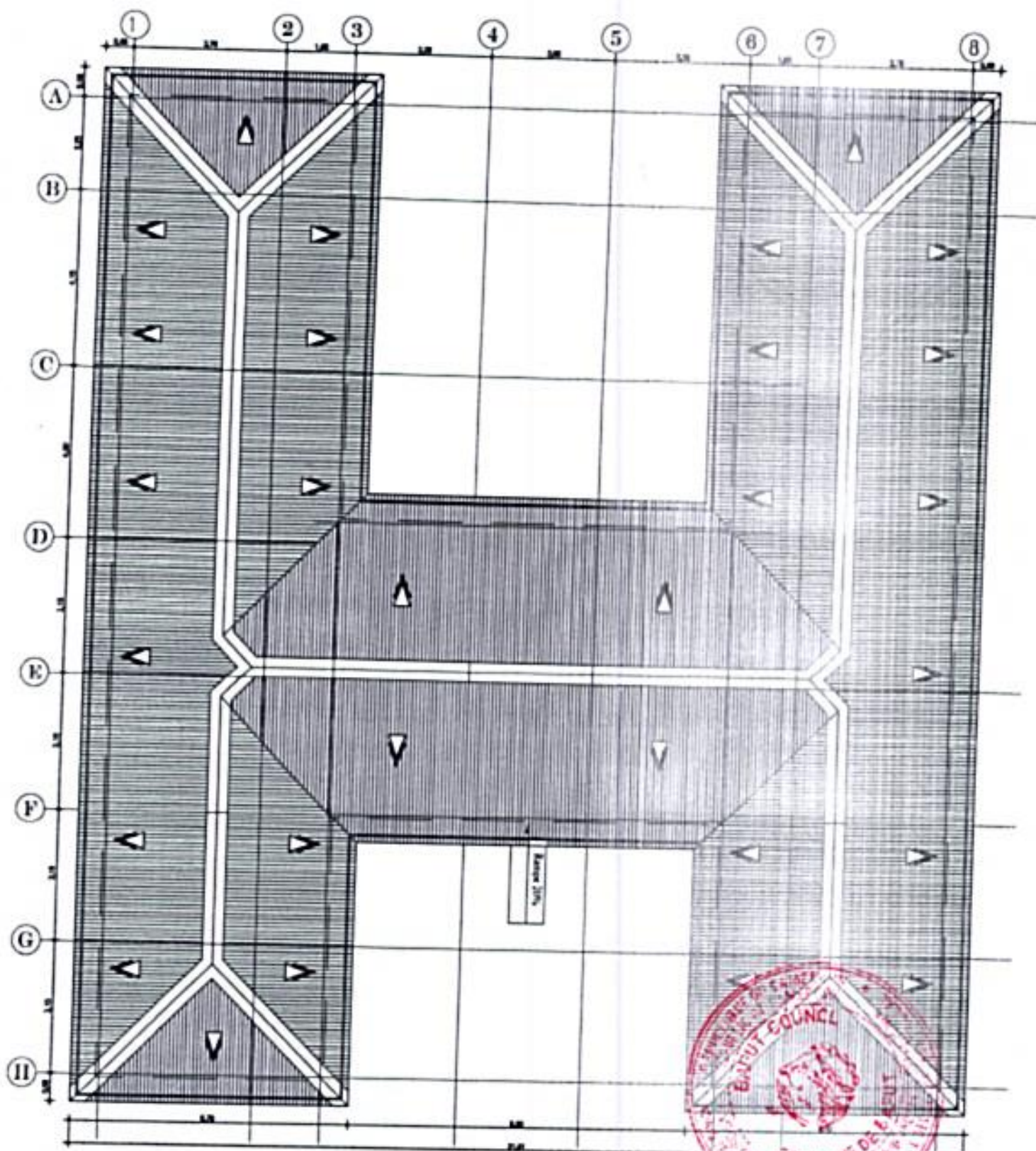
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