

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

REGION DU NORD OUEST

NORTH WEST REGION

SERVICES DU GOUVERNEUR
SECRETARIAT GENERAL
COMMISSION REGIONALE DE
PASSATION DES MARCHES PUBLIQUES

GOVERNOR'S OFFICE
GENERAL SECRETARIAT
REGIONAL TENDERS BOARD



DELEGATED CONTRACTING AUTHORITY: THE GOVERNOR NORTH WEST REGION

PROJECT MANAGER: THE COORDINATOR BAMENDA REGIONAL HANDICRAFT VILLAGE

TENDER'S BOARD : REGIONAL TENDERS BOARD

**OPEN NATIONAL INVITATION TO TENDER No. 006 /
ONIT/NWRTB/GOV-NWR OF 15 /04 /2024 FOR THE
CONSTRUCTION OF WORKSHOPS AND UPGRADING OF
ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL
HANDICRAFT VILLAGE**

FUNDING: PIB 2024

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"OPEN NATIONAL INVITATION TO TENDER"
No 006 /ONIT/NWRTB/GOV-NWR OF 15/04 /2024"

**FOR THE CONSTRUCTION OF WORKSHOPS AND UPGRADING OF ELECTRICITY
SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE**

CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION.

PROJECT MANAGER: COORDINATOR OF BAMENDA REGIONAL HANDICRAFT VILLAGE .

PROJECT ENGINEER: REGIONAL DELEGATE OF PUBLIC WORKS, NORTHWEST.

This Open National Invitation to tender comprises:

Document	N°1 : The open national invitation to tender
Document	N°2 : The special regulations governing the invitation to tender
Document	N°3 : The special administrative conditions
Document	N°4 : The special technical conditions
Document	n°5 : The unit price schedule
Document	N°6 : The detailed cost estimates
Document	N°7 : Framework of sub-detail of prices
Document	N°8 :The model contract
Document	N°9 : Forms and models to be used
Annex N° 01	<i>The model tender letter</i>
Annex N° 02	<i>The model bid bond</i>
Annex N° 03	<i>The model performance bond</i>
Annex N° 04	<i>The model bank guarantee for the refund of the start-off advance</i>
Annex N° 05	<i>The model undertaking by the bidder</i>
Annex N° 06	<i>The model curriculum vitae</i>
Annex N° 07	<i>The model professional references</i>
Document	N°10 : List of banking establishments and financial bodies authorised to issue bonds for public contracts
Document	N°11 : Drawings
Document	N°. 12 : Evaluation Grid

**DOCUMENT N° 03: THE SPECIAL REGULATIONS
GOVERNING THE INVITATION TO TENDER**

CONTENT

- Article 01: Definitions and duties under the invitation to tender
- Article 02: Purpose of the invitation to tender
- Article 03: Conditions for participation
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- Article 05: Duration for execution of the contract
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Useful information to enterprises

The Special regulations governing the invitation to tender provide instructions to bidders and set the general conditions for the award of the execution of the Construction of workshops and upgrading of electricity supply at the Bamenda Regional Handicraft Village North West Region.

. The general conditions for payment of the work executed are set out in the Special administrative conditions governing the tender file.

All the works are defined in compliance with the specifications, estimates and plans provided in this tender file.

Observations :

- Bidders are advised to visit and inspect the work-site and its surroundings to obtain at their own cost, any information that may be necessary in preparing the bid and executing the works. Costs of the visit to the site shall be borne by the bidder.
- The Contracting Authority may organize a visit to the work-site dedicated for the preparation of the bids referred to under the Special regulations governing the invitation to tender.
- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the building-site shall be carried out by the Contract Engineer in collaboration with the other stakeholders and shall report on the works executed, prepare payments that shall be VISAED by the project owner and transfer into an account opened by the contractor to this effect.

Document N°02 THE SPECIAL REGULATIONS GOVERNING THE INVITATION TO TENDER

Article 01: DEFINITIONS AND DUTIES UNDER THE INVITATION TO TENDER

DELEGATED CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

PROJECT MANAGER: THE COORDINATOR OF THE BAMENDA REGIONAL HANDICRAFT VILLAGE

CONTRACT ENGINEER(Control Engineer): REGIONAL DELEGATE OF PUBLIC WORKS NORTH WEST.

Article 02: PURPOSE OF THE INVITATION TO TENDER

The purpose of this Open National Invitation to tender is the execution of **THE CONSTRUCTION OF WORKSHOPS AND UPGRADING OF ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE**

Article 03: CONDITIONS FOR PARTICIPATION

Participation in this present invitation to tender is open to all registered and qualified enterprises of the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in Public works (construction domain).

Article 04: FUNDING

This project shall be financed by PIB for 2024,
Participation is open, under the same conditions, to all the enterprises which are based in the Republic of Cameroon and fulfil the conditions stated in the Special regulations governing the invitation to tender which is the document No. 2 of this tender.

The tender file shall be obtained by potential bidders against payment of an amount stated in the notice of the invitation to tender.

Bidders shall be bound by the laws governing public contracts in the Republic of Cameroon.

Article 05: DEADLINE FOR EXECUTION OF THE CONTRACT

The deadline shall serve as an evaluation criterion and shall not exceed **Seven (07) months** as from the date of notification of the service order to start executing the works.

Article 06 : CONSTITUENT DOCUMENTS OF THE TENDER FILE

This tender file shall include the following documents:

- the open national invitation to tender
- the special regulations governing the invitation to tender
- the special administrative conditions
- the special technical conditions
- the price list
- the detailed cost estimate
- the model performance bond
- the model bank guarantee for the refund of the start-off advance
- The model undertaking by the bidder.

Article 07: GENERAL REQUIREMENTS OF THE INVITATION TO TENDER

Bidders shall comply with the instructions listed below and shall provide the required information, failing which they may be disqualified. They are bound to give full and accurate answers to the information required in the documents appended hereto.

At the request of The North West Regional Tenders Board, the Contracting Authority shall reserve the right not to respond to the Invitation to tender if he considers that it has not received an acceptable bid. He may therefore declare the Invitation to Tender unsuccessful and launch or cancel it.

Bids presented by groups of enterprises

Bids may be presented by groups of enterprises. An enterprise may be associated to a Non Governmental Organisation if the latter offers all the guarantees and experience required and complies with the laws in force.

In the case of groups of enterprises, any notification relating to the Invitation to Tender, and possibly to the bidder shall be valid if addressed to either enterprise acting as the proxy for the bidder(s) with which it is associated. The representative of a group shall be spelt out in the bid and proxy given to it.

Article 08: PRESENTATION AND CONTENT OF BIDS

Each bid shall include the following documents:

1. ENVELOPE A-Administrative documents

The bid submitted by a bidder shall comprise the following:

- A1. The declaration to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1500 FCFA. *(See annex 01 for the format)*
- A2. A Receipt showing the payment for the tender fee of *one hundred thousand (100,000) FCFA*.
- A3. An attestation of a bank account in the name of the enterprise.
- A4. The original copy of a bid security (Bank caution) of two million five hundred and twenty – six thousand (2,520,000) FCFA from a bank accredited by the Ministry of Finance and recognised by COBAC *(see annex 04 for format)*.
- A5. An attestation of fiscal conformity (L'attestation de conformite fiscale 2024

- A6. A certified copy of Tax payer's card.
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit).
- A8. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.
- A9. A certified copy of certificate of incorporation
- A10. An original Certificate of non-exclusion from the Public Contracts Regulatory Board (ARMP).
- A11. An original Attestation of site visit
- A12. Attestation and plan of localisation of the enterprise where applicable
- A13. The Special Administrative clauses initialized and signed on the last page
- A14. Power of attorney where necessary
- A15. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises where applicable

N.B:

*Absence of the following documents shall results to outright rejection of the bidder's file

- ✓ Receipt for the purchase of tender file
- ✓ Bid security (*bid bond*)
- ✓ Bids not containing all the documents listed above or not in conformity with the models.

*All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals and must not be more than three (03) months old. The documents shall be arranged in the order listed above and separated from each other by colour separators

*Any document with double certification shall not be accepted.

2. ENVELOPE B-Technical documents

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

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (<i>See annex 11 for format</i>))	Attach certified copies of title deeds, receipts, etc. These equipment and tools must be present at the site before and during each phase
B2	Personnel list	It shall contain: ☞ Works Director: At least a civil engineer with at least 05 years' experience in the field. ☞ Electrical Engineer: At least with 05 years experience in the field ☞ Foreman: At least a Senior Civil Engineering Technician with at least 6 years' experience in the field of construction ☞ Team Leader: At least Civil Engineering Technician with at least 5 years' experience in the field of construction	Attach for each person a CV (<i>signed and dated by the individual</i>) as well as a certified copy of highest diploma of each person concerned (<i>see annex 09 for format</i>) and a presentation of original of certificate, certified copy of the identity card. NB-All key personnel must present commitment of availability duly signed & certified by the personnel concerned (<i>see annexes 08 & 12 for format</i>)
B3	Methodology/ Organization of works	Bids shall be assessed technically based on the understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show	Date, signature and stamp of bidder at the end of document

		clearly the organisation of the enterprise (<i>methodology of execution, work schedule, site installation, supply of materials, works to be sub-contracted, relating to the use of local manpower, etc</i>)	
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
B5	Attestation of site visit	Attestation of site visit where the works are to be carried out. It requires a site visit report containing coloured picture(s) of the contractor conspicuously on site, signed by the Works Supervisor or site Foreman.	Dated and signed by the Contracting Authority upon presentation of the Report of site Visit and site visit pictures
B6	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and/or other civil engineering works realised.	Amount of works, copies of (1 st and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. (<i>see annex 10 for format</i>)
B7	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC of at least 55%	Date and signature of bank Manager in charge. (<i>filled format of annex 05 must be attached to it</i>)
B8	Technical specifications	Provided in tender file.	Initialled on every page and signed and stamp on the last page

3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. (<i>see annexes 02 & 07 for format</i>)
C2	Price enclosure Slip	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp. (<i>see annex 13 for sample</i>)
C3	Bill of Quantities and Cost Estimates	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	Unit Price Schedule	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page

NB:

- All these documents are to be arranged in the above order and separated with colour separators.
- Plans supplied with tender file should not be submitted.
- Any bid that shall not include the above documents or contain documents non-compliant with the models shall be rejected
- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- The entire constituent documents of (envelopes A, B, C), shall be sealed in a large anonymous external envelope labelled as follows:

All the constituent documents of envelopes A, B and C, shall be sealed in a large anonymous external envelope (fourth envelop) labelled as follows:

Address: TO THE NORTH WEST REGIONAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER
No. ____/ONIT/NWRTB/GOV-NWR OF ____/____/2024 FOR THE CONSTRUCTION OF
WORKSHOPS ANDUPGRADING OFELECTRICITY SUPPLY FOR THE BAMENDA
REGIONAL HANDICRAFT VILLAGE

“To be opened during the official session by the tender’s board”

NB: Envelopes bearing any other inscriptions shall be purely and simply rejected

The three (03) constituent envelopes in the anonymous envelopes shall be labelled as follows:

ENVELOPE A « *Administrative documents* »

ENVELOPE B: « *Technical documents* »

ENVELOPE C: « *Financial documents* »

Any bid that shall not include the above documents or contain documents non-compliant with the models shall be rejected.

Article 9: SUBMISSION OF BIDS

Each bid shall be drafted in English or French, bound and presented in several copies:

- seven (07) copies for envelope A (**an original** and six copies respectively labelled as such)
- seven (07) copies each for envelopes B and C (**an original** and six copies respectively labelled as such)

These bids shall be submitted, against a duly signed receipt, at the Service of the NORTH WEST REGIONAL TENDERS BOARD, **on or before ____/____/2024 at 11.00 am prompt.** After this deadline no bid shall be submitted and no bid regularly submitted or dispatched shall be withdrawn, supplemented or modified. Each bidder after submission shall before departure ensures the fourth envelop (*enclosing envelopes A, B and C*) is stamped sealed by this service. Hence, in the case where the envelope shall not be sealed or without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

Article 10: DURATION OF VALIDITY

Bidders shall be bound by their bids for a period of thirty (30) days as from the deadline for their submission. During this period, the Contracting Authority shall notify the successful bidder of his decision.

Article 11: COMPLIANCE OF BIDS WITH THE TENDER FILE

Shall be taken into consideration only bids received within the time-limits prescribed by the Notice of Invitation to tender and presented pursuant to the provisions of articles 7, 8, and 9 of these Special regulations governing the invitation to tender.

The Tenders Board shall make sure that each bid meets all the requirements, conditions and specifications of the tender file without any restriction. Bidders are bound to strictly comply with this measure as there can be no negotiation on the provisions of the tender file

Article 12: OPENING AND ASSESSMENT OF BIDS

Bids shall be opened on a date and at the venue specified in the Notice of invitation to tender.

Bids shall be opened and assessed in one stage:

Copies of the bids shall be assigned to an evaluation sub-committee for cross-checking of authenticity of administrative documents and evaluation of technical documents.

NB: Any Bidder who shall not have 75% of the total score of the evaluation shall simply be eliminated.

12.1. - EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following

C)Eliminatory Criteria.

- Absence or non-conformity of an element in the administrative file;
- Deadline for delivery higher than prescribed
- False declaration or falsified documents
- Absence or insufficient bid bond
- A bid with an external envelope carrying a sign or mark leading to the identification of the bidder
- Incomplete financial file
- Change of quantity or unit
- Non respect of 75% of essential criteria
- Offer above the provisional amount

12.2.Essential Criteria.

The preliminary evaluation shall be binary and based on the following essential criteria:

General presentation of the bids
Experience of the enterprise.
Quality of personnel and management of the company
Attestation and report of site visit
Technical equipment
Special Technical clauses initialed in all the pages and the last page signed stamp and dated
Special Administrative Clause completed and initialed in all the pages and the last page signed, stamped and dated.
Methodology for the execution of works
Financial capacity and other financial bearings

Evaluation of financial bids (Envelope C)

During evaluation, the final amount of the bid shall be fixed as follows:

- If the amount in figures and the amount in words differ, the amount in words shall be considered authentic.
- If there is an inconsistency between the unit price and the total price obtained by multiplying the unit price by the quantity, the unit price shall be considered authentic, unless this is considered as a mistake in the unit price, in this case, the total price as it is stated, shall be considered authentic while the unit price shall be corrected.
- By adjusting according to relevant technical or financial criteria, any other quantifiable modification, difference or reserve.
- By taking into consideration the various durations for execution proposed by bidders, if they are authorized to do so.
- Bids in which the bidder does not specify the unit prices for some items of the detailed estimate shall be rejected. Moreover, prices proposed for items for which quantities are not provided, shall not be considered as part of the contract.

The Contracting Authority shall reserve the right to cancel the procedure of invitation to tender and to reject all the bids, at any time before the award of the contract, without being held liable towards bidder(s) affected by his decision and without being bound to notify them of the grounds for his decision.

Within fifteen days as from the date of publication of the results of the invitation to tender, any bid that is not retained and is not claimed shall be destroyed.

Article 13: AWARD OF THE CONTRACT

According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder through careful study which is carried out on the details of prices, unit prices, the bill of

quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. Hence the contract shall be awarded to the bidder with the lowest realistic bid and who has the technical & financial capacities required in the eliminatory criteria. As concern the procedure for the award, it shall consist of:-

- * The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public contracts.
- * The winner shall be notified through his official address or public media. He shall in two (02) days fulfil the formalities related to the awards, especially to **submit ten (10) copies of the proposed contract (completed and signed) to the office of the Contracting Authority for transmission to the tenders board after which the final version will be finally signed by the Contracting Authority.**

Article 14: CLARIFICATIONS ON THE TENDER FILE

Request for clarifications may be addressed by letter or fax to the Contracting Authority at the following address:

THE CHIARMAN, NWRTB

Article 15: ADDENDUM TO THE TENDER FILE

The Contracting Authority may, at any moment before the deadline for the submission of bids and for any reason, on his own initiative or following a request for clarification addressed by a bidder, modify the tender file.

The addendum shall be written or addressed by fax to all the bidders who have acquired the tender file and shall not be opposable to them.

Article 16: NOTIFICATION OF AWARD OF THE CONTRACT

• Notification

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall publish the results and notify the successful bidder by letter, telex or fax and confirm the award of the contract.

• Release of the bid bond

The bid bond of unsuccessful bidders may be refunded on written request addressed to the Contracting Authority after publication of the result of the Invitation to tender.

Evaluation grid of Technical File for the construction of workshops and upgrading of electricity supply at the Bamenda Regional Handicraft Village North West Region.

General presentation of bids	Yes/no
-Presence of all documents.....	Yes/no
-Properly bound.....	Yes/no
-Table of contents.....	Yes/no
- Numbered pages.....	Yes/no
-Separators in colour apart from white.....	Yes/no
-Order prescribed respected.....	Yes/no
-Clearness of the documents.....	
TOTAL 1	/7
The company references	
References of the company in civil construction or similar works for the past three years:	
-Minimum two (02) contracts registered (1 st and last page.....	Yes/no

-Minimum two (02) reception minutes corresponding to the attached contracts.....	Yes/no
TOTAL 2	/2
Equipment	
-Proof of a concrete mixer in good operating condition.....	Yes/no
-Proof of a vibrator in good operating condition.....	Yes/no
-Proof of a vehicle pick up 4x4 or van) (Hired or owned).....	Yes/no
-Proof of a masonry tools kids.....	Yes/no
-Proof of a carpentry tool kid.....	Yes/no
-Proof of an electrical tools kid.....	Yes/no
-Proof of a plumbing tools kid.....	Yes/no
-Proof of a painting tools kid.....	Yes/no
TOTAL 3	/8
Organograms	
-Organizational chart of the enterprise.....	Yes/no
-Organizational chart of site with comments.....	Yes/no
Qualification of site personnel	
Works Director : Civil Engineer	
-Diploma of work Director certified.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated by works Director.....	Yes/no
-Certified copy of valid national identity card.....	Yes/no
-Professional experience of works Director at least five years.....	Yes/no
-Attestation of availability.....	Yes/no
Chief of mission for electricity supply: Electrical engineer	
-Diploma of electrical engineer certified	Yes/no
-Presentation of original diploma or certificate	Yes/no
-CV signed and dated by electrical engineer	Yes/no
-Certified copy of valid national identity card	Yes/no
-Professional experience of the electrical engineer	Yes/no
-Attestation of availability	Yes/no
Site foreman: Senior Civil Engineering Technician	
-Diploma of work Director Certified.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated by works Director.....	Yes/no
-Certified copy of valid national identity card.....	Yes/no
-Professional experience of works Director at least five years.....	Yes/no
-Attestation of availability.....	Yes/no
Chief Builder: CAP or equivalent in masonry with at least 3 years	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated.....	Yes/no
Chief Plumber: CAP or equivalent in Plumbing with at least 3 years	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated.....	Yes/no
TOTAL 4	/28
The methodology of intervention and execution of work	

-Attestation of site visit	Yes/no
-Site visit report	Yes/no
-Detailed technical note on the organization and execution of works.....	Yes/no
-Coherence synchronized planning of execution of works.....	Yes/no
-Coherence individual protection plan (IPP) within the building site..	Yes/no
-Coherence of the General Security and Safety Plan (GSSP) within the building site.....	Yes/no
-Description of the socio-environment measures for the site protection.....	Yes/no
-Coherence in the methodology of execution of works.....	Yes/no
-Coherence in the organization of the site	Yes/no
-Plan of the supply of construction materials and storages conditions.....	Yes/no
-Detailed manpower deployment plan.....	Yes/no
-Technical note on observations and recommendations.....	Yes/no
-SAC dully initialed on each page, signed and dated on the last page.....	Yes/no
TOTAL 5	/13
e- Pre-financing	
Attestation of credibility shall be at least 75% of the bid price.....	Yes/no
TOTAL 6	/1
TOTAL=TOTAL1 + TOTAL2 + TOTAL3 + TOTAL 4 + TOTAL5 + TOTAL6	/59

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

REGION DU NORD -OUEST

NORTH-WEST REGION

SERVICES DE GOUVERNEUR

GOVERNOR'S OFFICE

JOBING NO .___/ONIT/NWRTB/GOV-NWR OF ___/___/2024.

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER No .___/ONIT/NWRTB/GOV-NWR OF
___/___/2024 FOR THE CONSTRUCTION OF WORKSHOPS AND UPGRADING OF
ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE

HOLDER:.....
BP TEL.
N°R.C.
N° TAXPAYER.
Account N°. at
Agency of

SUBJECT: CONSTRUCTION OF WORKSHOPS AND UPGRADING OF ELECTRICITY
SUPPLY FOR THE BAMENDAREGIONAL HANDICRAFT VILLAGE

PLACE: AT THE BAMENDA REGIONAL HANDICRAFT VILLAGE NORTH WEST REGION

LOTS	Subject	Place	Bid Bond	Tender Fee	Estimated cost of project
01	CONSTRUCTION OF WORKSHOPS AND UPGRADING OF ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE	MILE FOUR NKWEN BAMENDA	2,520,000ch fa	100,000cfa	126,000,000cfa

DURATION: SEVEN (07) MONTHS
AMOUNT: TTC (.....frances)
FINANCING: PIB 2024.

VOTE OF CHARGE N°.....
EXPENDITURE AUTHORIZATION N°:

SUBSCRIBED on.....
SIGNED on.....
NOTIFIED on.....
REGISTERED on.....

BETWEEN:

The **REPUBLIC OF CAMEROON**, represented by **THE GOVERNOR OF THE NORTH WEST (CA)**, here below referred to as "ADMINISTRATION"

ON THE ONE HAND,

AND:

THE ENTERPRISE: BP. TEL.

N° RC

N° TAXPAYER

ACCOUNT N° at Agency of

Represented by the General Manager, **Mr.** here below referred to as "**THE CONTRACTOR**"

ON THE OTHER HAND

THE FOLLOWING AGREEMENT HAS BEEN ENTERED INTO.

**DOCUMENT N°04: THE SPECIAL ADMINISTRATIVE
CONDITIONS**

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Document No.04 – THE SPECIAL ADMINISTRATIVE CONDITIONS

Article 1: PURPOSE OF THE CONTRACT

**FOR THE CONSTRUCTION OF WORKSHOPS AND UPGRADING ELECTRICITY SUPPLY
FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE**

Article 2: LAWS AND RULES APPLICABLE

The laws and rules applicable are those in force in the Republic of Cameroon.

Article 3: MODE OF CONTRACT AWARD

This contract shall be awarded following an Open National Invitation to Tender in accordance with decree N^o. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

Article 4: LANGUAGE APPLICABLE TO THE CONTRACT

English and French shall be the languages applicable to the contract.

Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded by PIB 2024

Article 6: CONSTITUENT DOCUMENTS OF THE CONTRACT

Documents of specific nature

- Tender letter
- Special administrative conditions
- Special technical conditions
- Unit price list
- Detailed cost estimates
- General administrative conditions
- Contractor's bid
- Tender file
- Plans and drawings approved by the Project Engineer
- Approved planning for execution

Documents of general nature

- Framework law No.96/12 of 5th August 1996 on the management of the environment;
- The mining code
- Instrument governing the various professional bodies
- Decree No. 2001/048 of 23rd February 2001 relating to the setting up , Organization and functioning of the Public Contract regulatory Agency
- Decree No.2003/651/PM of 16th April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree N^o: 2018/366 of 20th June 2018 to institute the Public Contracts Code
- Decree N^o2012/075 of 8th March 2012 bearing the organisation of the Ministry of Public Contracts ;
- Circular No.001/CAB/PR of 19th June 2012 relating to the award and control of execution of Public Contracts
- Letter No.00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance
- Circular No.00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of finance law, the monitoring and control of the execution of the budget of the state and other public entities for the 2024 financial year
- Unified Technical Document (DTU) for building works
- Applicable standards
- Other instruments specific to the domain concerned with the contracts

Article 7: DEFINITIONS AND DUTIES

For the implementation of the provisions of this contract:

1. **The Delegated Contracting Authority** (signatory authority) is the Governor of the North West Region.
2. **The Project Engineer** North West Regional Delegate of Public Works who shall be in charge of supervising and controlling the execution of works and to see into all engineering problems.
3. **The word «Contractor»** refers to the person(s), firm(s) or company (ies) whose bids have been accepted.

« The Works » refer to the execution of **CONSTRUCTION OF WORKSHOPS AND UPGRADING ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE NORTH WEST REGION** to be carried out under this contract.

4. **The «Site»** refers to the land or any other surface where works planned by the Control Engineer shall be executed and any other land and premise provided by the Contracting Authority to serve as work site and for any use, specifically designated under the contract as part and parcel of the work site.
5. **The word «Approved »** means approved in writing, i. e. the subsequent written confirmation of a formal verbal approval.

Article 8: REPRESENTATIVE OF THE CONTRACTOR

8.1- Within fifteen (15) days that follow the date of notification of the service order to begin works, the contractor (entrepreneur) should designate the site foreman who will have the right of representation and sufficient decision to direct the site, to do the necessary supplies and to engage the enterprise.

8.2- For the execution of the present Jobbing Order, the contractor "elects Resident in the North West Region". In case of change of domiciliation without informing the administration, all notifications destined to the contractor will be addressed care of (c/o) the Bamenda City Council, Region of execution of works.

That is, within fifteen (15) calendar days following notification of the service order, the contractor shall be bound to appoint the person in charge of the site or foreman who shall have sufficient powers for representation and decision to lead the works. Signed by the contractor, this appointment shall be addressed by letter to the Project Manager. Within 8 days, the appointment shall be considered approved if the Contracting Authority does not give objection to it.

Article 9: CONTENT OF WORKS

Works which form the subject of this contract are spelt out in the Special technical conditions.

Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCE

Service order

The notification shall be signed by the Contracting Authority and service order to start works by the technical service relating to the normal execution period of works.

Correspondence

The contractor shall address all written correspondences to the Project Engineer with copies to the Contracting Authority.

NB: The contractor has ten (10) days within which he has to give observations on all service orders received. The fact of giving out some reservations does not free the enterprise from executing the service orders received.

Article 11: KNOWLEDGE OF THE SITE, GENERAL CONDITIONS OF WORKS AND RESIDENCE OF THE CONTRACTOR

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

- The general conditions of execution of works and in particular the specific needs.

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

The contractor shall be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his enterprise shall be validly done at the office of the Senior Divisional Officer where the works are executed.

Conclusion- The contractor must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices. To this effect, he will not be able to take advantage of any mistake, omission or imprecision contained in the clauses of the Jobbing Order Notebook. He will regularize if the case arises, the damages without intervention of the administration.

The contractor with his/her personnel shall be installed on the site by a Commission comprising of:

- The CA or his Representative.....Chairman
- The Project Manager (COORDINATOR HANDICRAFT VILLAGE).....Member
- The Project Engineer..... Member
- (RD MINMAP).....Observer
- RD MINEPAT..... Member
- RD MINEE.....Member
- The Stores AccountantMember
- Control mission.....Secretary
- The ContractorObserver

CHAPTER II: EXECUTION OF WORKS

Article 12: CONSISTENCY OF WORKS.TIME-LIMITS FOR EXECUTION / TIME-LIMITS FOR MOBILIZATION

The works that form the subject of the present Jobbing Order, consist of all works foreseen in the bill of quantities estimated for the **CONSTRUCTION OF WORKSHOPS AND UPGRADING ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE NORTH WEST REGION**

Time-limits for execution covers: 07 months

- realization of works;
- Supply of materials;

Under no circumstances shall the duration for execution exceed **Seven (07) months** it may be increased or reduced taking into consideration the actual quantity of works, interruptions or suspension of works (namely due to climate).

Time-limits for mobilization shall run as from the date of reception of the service order to start work. Within this time, the contractor shall not modify any of his unit prices. A copy of the service order shall be forwarded to the Contracting Authority, signatory of the contract.

Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority shall take all the necessary measures to facilitate the work while the contractor shall provide the Contracting Authority with fifteen (15) copies of the contract. In case the Contracting Authority gets them by himself, the contractor shall refund him the amounts spent. He shall not claim payment for additional works executed unless they have been duly authorized in writing or by an additional clause.

Article 14: ROLE AND RESPONSIBILITY OF THE ENTREPRENEUR (CONTRACTOR)

The entrepreneur has as mission to assure the execution of works under the control of a Project engineer and in accordance with the rules and norms in force. Hence, the entrepreneur is responsible with regard to the administration, of the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of works. Works will be executed in accordance with the plans and technical specifications, that is, according to the rules of art and the technical norms in force. To this effect, the entrepreneur shall take all measures to provide all necessary means and to hire the competent staff.

NB: -The contractor (entrepreneur) remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.

-Regular site meetings shall be held at the initiative of the Project engineer. The participation of the site Foreman to site meetings will be obligatory. To this effect, the entrepreneur shall keep a site register that shall be available to the project engineer and his representatives.

-The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Hence:

- *The contractor is expected to have knowledge of the site and the conditions for the execution of the works which are the subject of this present Jobbing Order.
- *He shall fulfil his fiscal duties to the staff deployed for the execution of the works and shall put in place an installation and shall ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site.
- *He shall be held responsible therefore for any usage that may occur on the material and people on the site because of his works until the end of the period of guarantee.
- *The entrepreneur is responsible with regard to the Contracting Authority for the quality of the materials and supplies used their perfect adaptation to the needs of the site and the good execution of works.
- *The entrepreneur shall be held fully responsible for accidents and usage of all nature that may occur to his staff, third parties, agents of the Project engineer, his material for the realization of the present contract, during the execution of the works.
- *He has the obligation to put back to its original state the surrounding works usage during the execution of the project.

Article 15: INSURANCE AND PROTECTION OF THE SITES **Civil liability**

The contractor shall prove that he has taken out an insurance policy for usages of all sorts caused to third parties

- by his personnel, salaried in service;
- by the equipment used;
- surrounding properties.

Comprehensive risks insurance

In addition, all the work under the project shall be covered by a comprehensive risks insurance issued by a company approved by the competent authority. The expenses incurred for this insurance shall be charged to the contractor.

Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

Protection of the sites

The contractor shall be bound by protection and safe-guarding of his construction sites. He shall make sure that the populations stay away from the sites, notably by demarcating the sites clearly. He shall be held responsible for any accident that may occur on the sites and affecting the populations.

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

Within ten days from the date of notification of the service order to begin works, the entrepreneur shall submit to the project engineer the program of works (Works execution program) in five copies for approval. The entrepreneur shall constantly update the planning of works, considering the advancement of the site works. Any important modifications brought to this program will only be applied after having received the project engineer's previous agreement. It shall be established every month end at the entrepreneur's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The contractor may assign execution of part of the contract to one or several sub-contractors. The contractor shall not sub-contract work without the prior authorization of the Contracting Authority. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor.

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

All subcontracting to a third enterprise of the execution of a part of the works foreseen in the present Jobbing Order is subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the total works described in this Jobbing Order.

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS

Detailed drawings and other documents necessary for the execution of works shall be drawn up by the contractor based on the documents of the tender file.

These drawings shall be submitted to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked and completed, if necessary, by the contractor who shall then give them to the Contracting Authority at least eight (08) days before the start of works. Within seven (07) days, the Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Contracting Authority shall be considered as having given his approval.

The approval of the Contracting Authority shall in no way reduce the responsibility of the Project Engineer for designing and executing the works.

Before the provisional acceptance, the contractor shall furnish to the Project Engineer four (04) copies of the working plans for the works actually done including a reproducible original copy.

That is, plans of details and other necessary documents for the execution of works will be established by the entrepreneur on the basis of the technical file. Before the final reception, the entrepreneur will hand to the control engineer four (04) copies of the plans of works really executed ("plan de récolement") called as built plan with one reproducible original.

Article 18: EQUIPMENT AND PERSONNEL TO BE PUT IN PLACE

In his bid, the contractor shall undertake to mobilize the human and material resources necessary for adequate execution of works as required by the special administrative and technical conditions.

The contract shall be awarded based on the detailed list of equipment and supervisory and technical staff, completed, if necessary, at the request of the Project Engineer.

Any amendments to the proposals of the technical bid, even partial, shall be subject to the prior written approval of the Project Engineer. In case of amendment, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or equipment with of equal performance in good working order.

Article 19: REPLACEMENT OF SUPERVISORY STAFF

In case of replacement of supervisory staff, the qualification of the personnel proposed shall at least be equal to that of the staff replaced. In case the qualification of the personnel proposed is lower than that of the staff replaced but complies with the requirements of the tender file, the contractor shall be liable to a penalty worth five over one thousand (5/1000th) of the amount of the contract.

Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.

If the Project Engineer requests for the replacement of a worker for serious misconduct duly recorded by both parties, the contractor shall immediately replace the said worker at his own expense.

Article 20: MODIFICATION TO STRUCTURES

During execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works which he shall deem necessary for the proper execution and successful outcome of works. However, this shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special administrative conditions.

Article 21: MATERIALS

The contractor shall, at his own expense, look for extraction sites of materials necessary for the execution of works if it is incumbent on him to supply materials.

The materials shall comply with the Special technical conditions. They shall be subject to the tests and trials that the Project Engineer may prescribe in accordance with the specifications of the contract.

The contractor's means of control, put in place by him at his own expense, shall enable him to carry out the extraction, preparation or production sites, as well as on the construction site, to ensure constant, regular and permanent control.

Article 22: DEMOLITION OF FAULTY STRUCTURES, UNAPPROVED MATERIALS, PENALTIES AND RESTRAINT OF DELAY

The Project Engineer shall have the right to order in writing:

- 1) Removal from the site within forty-eight (48) hours of all the materials considered non-compliant with the specifications of the contract and their replacement by the right materials approved following laboratory tests.
- 2) Proper demolition and reconstruction of any structure or part of structure considered non-compliance with the requirements of the contract, with regard to the mode of execution as well as the materials used.

In case of non-compliance, expenses shall be charged to the contractor.

In case of delay on the duration of execution of works fixed by this present jobbing order, the entrepreneur will be liable to lateness penalties whose rate corresponds to 1 /2000th of the amount of the Jobbing Order from the first to the thirtieth day of delay and 1 /1000th of the amount of the Jobbing Order for each day above 30 days of lateness. Where the total penalty amount exceeds 10% of the Jobbing Order amount, the Jobbing Order will be terminated.

Article 23: RIGHTS AND PATENTS

The contractor shall, if necessary, agree with owners or holders of patents whose processes he has applied or intend to apply. He shall pay the required royalties and protect the Contracting Authority against any legal proceedings in the matter.

Article 24: WORK PHASES

The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work planning.

Article 25: ACCESS TO THE SITE

The Project Engineer and any other person authorized by him may, at any time, have access to works, on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works come from.

Moreover, as part of the duty of checking the effectiveness of works, duly mandated representatives of bodies in charge of payment shall have access to the site and to any information necessary for the achievement of this mission.

Article 26: DUTIES OF THE PROJECT ENGINEER

The duty of the Project Engineer is to ensure that works are executed properly in accordance with the terms and conditions of the contract. The Project Engineer shall not relieve the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Contracting Authority or order any significant modification to the structure to be constructed. The Project engineer shall have the power to prepare and sign orders for technical services.

At the request of the contractor and Project Engineer, counter-records may be drawn up to fix quantities for some structures. Such records shall be needed in case a structure may not be measured again.

The Project Engineer shall have the following duties:

- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the foreman at the request of the contractor;

Article 27: PROJECT MEETINGS

Project meetings shall hold on a regular basis following the initiative of the Contract Engineer.

The contractor shall be bound to attend these meetings whose reports shall be signed by the participants

Article 28: SITE RECORD

A project record shall be kept by the contractor and put at the disposal of the Contract Engineer or his representatives by the control Mission

On a daily basis, it shall include the following details:

- Administrative procedures relating to the execution and settlement of the contract (notifications, trial results, daily statements);
- Weather conditions;
- Receipts of materials and authorizations of all sorts;
- Incidents or details of all sorts having some interest with regard to the future handling of the structures or the actual duration of works;
- Works done during the day, the personnel and material used;
- Works progress;
- Required prescriptions;
- Detailed quantities of works;
- Works done by sub-contractors;
- Non-compliances;
- Official visits.

The contractor may also record incidents or remarks that are likely to give rise to complaint on his part.

This record shall be countersigned by the Project Engineer and the foreman following each visit to the site, and VISAED following project meetings. For any claim that the contractor may make, only events or documents mentioned in due time in the project record shall be taken into consideration. Any refusal to present, or any attempt to destroy all or part of this journal or to forge it, may give rise to sanctions. Whatever the case, the contractor shall not take advantage of the impossibility to consult the project record.

Article 29: PUTTING THE SITE AT THE DISPOSAL OF THE CONTRACTOR

All the provisional structures necessary for the execution of works such as offices, garage, workshops, accommodations for personnel, quarries, borrow pits and paths shall be constructed only on premises approved by the Project Manager in agreement with the administrative and traditional authorities of the locality.

Within the limits of their powers, the administrative or traditional authorities of the locality shall put at the disposal of the contractor, free of charge and for the duration of works, the State private or public property necessary for the project. State property put at the disposal of the contractor shall be cleaned at the end of works.

Article 30: SECURITY MEASURES

The contractor shall have the duty to supply and maintain, at his own expense, any lighting, security, fence and guarding device necessary for a proper execution of works or demanded by the Control Engineer

Article 31: ENVIRONMENTAL PROTECTION

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environment Management. He shall particularly comply with the Special technical conditions relating to environment protection.

Article 32: CLEANING OF THE SITE

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance and before approval of the general and final statement of works.

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE

Prior to the provisional acceptance, the contractor shall request in writing from the Contract Engineer, through the Control Mission, the organization of a technical visit required before acceptance.

This visit shall include, among others, the following operations:

- Controlling the quality and quantity of the structures constructed;
- Carrying out trials provided for by the Special technical conditions;
- Recording the possible non-execution of works provided for under the contract;
- Recording the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

These operations shall give rise to a report drawn up on the spot, signed by the Control Engineer and countersigned by the contractor.

Following this pre-acceptance visit, the Control Engineer may indicate the reserves to be lifted and the corresponding works to be carried out before the date of provisional acceptance which he shall fix in agreement with the contractor.

Article 34: RECEPTION (ACCEPTANCE) COMMITTEE

The acceptance committee shall be made up as follows:

- Contracting Authority or his representative ----- Chairman
- The Contract Engineer (*Ingénieur de marché*)----- Member
- The Regional Delegate MINMAP or his/her representative Observer
- The Regional Delegate MINEE or his/her representative.....Member
- The Project Manager (Coordinator) of Bamenda Regional Handicraft Village-----Member
- The Stores Accountant ----- Member
- Control mission.....Secretary
- The contractor ----- Observer.

As soon as the contractor by writing informs the Chairperson of the reception committee, he shall summon a meeting of the committee to carry out the provisional reception.

The provisional reception shall precede the technical acceptance comprising the project engineer, project manager and the contractor.

After a visit to the site, the committee shall examine the report or minutes of the operations required before reception and carry on the reception if appropriate.

The provisional acceptance shall give rise to a reception report which shall be signed on the spot by all the members of the committee. This report of provisional technical reception shall mark the end of works

Article 35: PROVISIONAL ACCEPTANCE (Provisional reception)

Provisional acceptance shall be granted at the request of the contractor in case the execution of works is satisfactory.

Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE

During the period of guarantee, the contractor shall repair, at his expense and in due time, any disorder that may occur as a result of defects in the structure.

Before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Project Engineer. The contractor shall within twenty (20) days carry out the repairs. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

Article 37: FINAL ACCEPTANCE

After visiting the site, the acceptance committee shall examine the report of provisional acceptance and carry on the final acceptance if appropriate. The final acceptance shall give rise to an acceptance report signed on the spot by all the parties.

Following final acceptance, the Chairperson of the committee shall draw up a report which may declare the following:

- Acceptance of works without reserve;
- Refusal of acceptance of works;
- Acceptance of works with reserve.

Within the time specified by the committee, the contractor shall:

- either lift the reserve made during the provisional acceptance
- or carry out a new acceptance.

All the expenses incurred for the various acceptances, including the lifting of reserves, shall be charged to the contractor.

Article 38: LAWS GOVERNING LABOUR

The contractor shall abide by the laws governing labour in the Republic of Cameroon. As far as possible, he shall give pride of place to Cameroonians during recruitments.

CHAPTER III- FINANCIAL CONDITIONS

Article 49: AMOUNT OF THE CONTRACT

The amount of this contract shall be CFA Francs.....(in figures).....(in words)..... ATI and shall be stated in the detailed estimates, on the flyleaf and on the signature page.

Article 40: PRICE CONSISTENCY

Contractor's price:

The prices stated on the unit price list shall be considered as having been set on the basis of the economic conditions prevailing in the Republic of Cameroon during the month preceding that of submission.

The contractor shall be considered as having perfect knowledge of all the constraints relating to the execution of works and all the conditions that may influence this execution, as he must have personally been to the site before submitting his bid, notably:

- the nature and quality of the land and soils;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood ;
- Presence or absence of an association in the village.

The amounts of the *Price list* comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of this contract;
- Prospecting for sources of materials, extraction, storing , drainage of deposits;

- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices of the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

Article 41: SUB -DETAILED PRICES

The contractor shall have provided in his bid, the price sub-detail schedule, drawn up in accordance with the rules in force, and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

Article 42: ADDITIONAL WORK - VARIATION IN THE VOLUME AND NATURE OF WORKS

In case of increase of the volume of works, or structures not provided for in the contract, no additional work shall be executed by the contractor unless the Contract Engineer has issued a service order to request the said service.

Unit prices of the Price list shall be applied if the additional works have new prices. The validation of these prices shall give rise to an additional clause. Shall be considered as new any price not provided for in the unit price list or the detailed estimates of this contract but which has been presented in the contractor's bid.

Article 43: MODE AND VENUE OF PAYMENT OF WORKS EXECUTED

The contractor shall be paid on accounts drawn up by applying the prices of the unit price list to works actually carried out.

- Record of works carried out:

At the end of every month, the contractor and the Project Engineer shall draw a joint statement summarizing and setting the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

- Monthly account

- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts.

- End of work account

After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed.

The draft final account shall be submitted by the contractor for verification and approval by the Project Engineer

Once approved by the Project Engineer, the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts.

- General and final account

At the end of the period of guarantee relating to the structures which gives rise to final acceptance of works, Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. This account whose model shall be provided by the Contracting Authority at his convenience shall comprise:

- The final account;

- The final payment;
- The summary of monthly accounts.

Signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests.

- Payment of works:

Payment shall be done by the treasury after receiving accounts drawn up by the Contract Engineer and signed by the Contracting Authority upon presentation of an account drawn up by the contracting partners in seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

- Seven copies of the account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work signed by the Control Mission and the Contract Engineer and bearing the visa of the authorising officer ;
- Release of the retention guarantee signed by the Project Engineer in case of final acceptance of work;

- Default interests

Default interests shall be paid by statement of the amounts owed.

- Currency

The currency of the tender and payment shall be the CFA Franc.

Article 44: START-OFF ADVANCE

a) Request for the start-off advance

At the express request of the contractor, a start-off advance not exceeding 20% of the contract ATI may be granted. **This advance shall be 100% guaranteed by banking institution** based in Cameroon and approved by the Ministry in charge of Finance. The bond shall be drafted according to the model enclosed in Appendix.

b) Refund of the start-off advance

The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 80% of the value of the contract. Whatever the case, refund must be over one month to the end of the duration of the contract.

c) Release of bond

As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

Article 45: FINAL BOND

a) Guarantee

The security to guarantee the proper execution of the contract shall be provided within twenty (20) days as from the date of notification of the contract. It shall be kept by the Project Engineer. The bid bond shall be refunded to the contractor once the final bond has been provided.

b) Amount of the final bond

The amount of the final bond shall be 3% of the value of the contract all taxes inclusive (ATI). This security guarantee may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.

c) Release of bank guarantee

Upon completion of works, the bid bond or the bank guarantee shall be refunded at the written request of the contractor.

Article 46: RETENTION BOND

To guarantee the proper execution of works, 10% of the value of the part of the structure concerned shall be deducted from the amount of each payment on account.

Article 47: VARIATION OF PRICES

Under this contract, prices shall be unit and fixed prices. These prices shall be final and unchangeable.

Article 48: STAMP AND REGISTRATION

Seven (7) original copies of each constituent document of this contract shall be stamped and registered by and at the expense of the contractor, in accordance with the laws in force; within fifteen (15) days as from the date of notification of the contract, the contractor shall register the contract. Failure to do so, the contract may be terminated as of right.

Article 49: TAX AND CUSTOMS REGIME

The amount of the contract shall be given ATI. Amounts ET shall be charged to agreement signed between and The VAT shall be charged to

As concerns taxes, this contract shall be subject to the laws in force in the Republic of Cameroon.

Article 50: PENALTIES

In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:

- 1/2000th of the amount of the contract per calendar day overrun, from the 1st to the 30th day;
 - 1/1000th of the amount of the contract per calendar day, beyond the 30th day;
 - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract;
- A percentage higher than 10% shall lead to termination of the contract.

CHAPTER IV: FINAL PROVISIONS

Article 51: RISKS, RESERVES AND FORCE MAJEURE

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly.

In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Project Engineer of his intention to put forward this force majeure. This shall be done before the end of the 20th day following the event.

It is up to the Project Manager to decide on the nature of force majeure and the evidence given by the contractor.

Article 52: SETTLEMENT OF DISPUTES

Any dispute arising between the parties shall be subject to an attempt at a direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this contract shall be carried before the Cameroonian court of competent jurisdiction.

Article 53: DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall furnish to the Project Engineer fifteen (15) copies of the contract. In case the control engineer gets them by himself, the contractor shall refund him the expenses incurred.

Article 54:TERMINATION OF CONTRACT

The contract may be terminated if the following conditions are not fulfilled:

- non-registration of the contract within the required time-limits;
- non-compliance of technical documents;
- a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;
- a delay giving rise to penalties beyond 10% of the amount of the contract;
- refusal to carry over works not properly done;
- refusal to carry out works notified by service order;
- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- non-payment of insurance charges.

Article 55:SPECIAL COMMERCIAL CHARGES

The contractor declares that this contract agreement has not given and shall not give rise to the collection of special commercial charges.

In case special commercial charges are provided for under this contract agreement, the contractor shall reserve the amount of these charges for the Project Engineer on behalf of the Contracting Authority.

Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the laws.

Article 56:INTERNATIONAL TRANSPORTS

In case the execution of this contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

Article 57: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

This contract shall become final only after it must have been signed by the Contracting Authority. It shall enter into force upon notification of the contractor by the Project Engineer.

Article 58: INFORMATION TO BE POSTED

The contractor shall put up a sign board near the site on a place approved by the Project engineer

**Text: CONSTRUCTION OF WORKSHOPS AND UPGRADING OF
ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL
HANDICRAFT VILLAGE.**

Republic of Cameroon

Peace –Work Fatherland

Contracting Authority: The Governor of the North West Region

Project Manager: The Coordinator Bamenda Regional Handicraft Village

Project Engineer: North West Regional Delegation for Public Works

Duration of works: 07 months

Funding:PIB for 2024 Financial Year;

Contractor: name of the enterprise

DOCUMENT N° 5: THE SPECIAL TECHNICAL CONDITIONS

GENERALITIES

This descriptive notes and technical specifications are drawn up for the construction of Workshops and Upgrading of Electricity at Bamenda Regional Handicraft Village for the North West Region. This handbook is for those to execute, supervise and the client, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve the highly desired goal. Building materials concerned are generally what is accepted by bridge construction norms 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 site, having a good surface area, have been found to be favorable to the envisaged structure in terms of, atmospheric conditions, topography, and automobile and pedestrian accessibility but must be verified before construction.

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 execution drawings and before setting out is carried out.

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

GENERAL TECHNICAL SPECIFICATIONS

A.1. TECHNIQUES OF REFERENCE DOCUMENTS

For the execution of the work, the contractor will be subject to the requirements and following basic technical documents:

- New technical rules of design and calculations of the works and constructions in reinforced concrete method of the limit states' (BAEL)-EDITION 91.
- French or similar standards approved in Cameroon.
- The rules of Cameroon for the construction and urban planning.
- The notebooks of the clauses and conditions imposed on the construction of public works and buildings in the Republic of Cameroon.
- Standards (AFNOR-CSTB) and technical documents unified (DTU)

A.2. TRIALS AND TESTS.

In foundations and all the works of the structure are the responsibilities of the implementing company. Studies are the responsibility of the company on the plains and calculations guaranteed by him. All complementary studies will be submitted to the approval of the controller.

The contractor shall ensure that the geotechnical characteristics of the soil are available otherwise do any recognition of soil with care, at the responsibility of the Contracting Authority.

All books and materials are subject to the analyses and tests provided for the documents of references above including manufacture of concrete materials, resulting costs being borne by the company. Materials whatsoever can be checked by the controller before use. It may perform all the tests it deems necessary at any time. These tests will be entrusted to the National Laboratory of Civil Engineering "LABOGENINE" or any other laboratory selected by common agreement with the Contracting Authority.

The results of these tests will have to be passed to the controller for review.

When in doubt on the quality of the materials and the concrete implementation, the controller may request tests that it deems useful for assessment. These trials will be the responsibility of the company.

A.3. REINFORCEMENT WORK

After concreting the pillars, the company will inform the controller of finishing of the reinforcement work for their reception. The term "Good to execute" will be specified in the site log in control after the reception and which will allow the company to proceed with work.

A.4. MATERIALS CONSTITUTING THE CONCRETE

A.4.1 Aggregates.

All aggregate sites will be stored in compartments designed to this effect. Only aggregate authorized on the site are the following;

- 0/5 Crushed gravel
- Crushed gravel 5/15
- Crushed gravel 15/25
- Natural sand or crushing /5 (proportion of items retained on the sieve of 5mm must be less than 10%)

A.4.2. Gravel

They shall be obtained from a variety of quarries including river deposits, manual or machine crushed, chosen by the Contractor and approved by the Supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading will be 5 to 15mm and 15 to 25mm suited to various use. If deemed necessary, it shall be washed before use. Gravel particles of less 5mm retained in each of the above grades should not exceed 10% by weight.

Gravel shall be free from dirt, clay or any organic matter which should be less than 1.5% and if deemed necessary, it should be washed before use as indicated by the supervisor.

A.4.3. Sands

Sands will have the characteristics specified in the tables relating to the type-approval tests. Sands will be fine, granular and crunching on hand, not sticking. They will get rid of any part earthy or limestone, of various waste, debris and wood.

The nature and origin of sand remains a subject to the controller's approval. The sand component should be more than 75% and the very fine constituents eliminated by settling should be less than 5%. The sand should pass a standard sieve and must be of high quality and free from dirt, clay or any organic matter and if deemed necessary, it should be washed before use.

- For mortar mixes the recommended standard sieve size is 2 to 2.8mm
- For plaster mortar mixes the recommended standard sieve size is 2mm
- For mass concrete mixes the recommended standard sieve is 5mm
- For reinforced concrete mixes the recommended standard sieve is 5mm.

A.4.4. Cement.

The cement will be CPA 45 or 42.5CPJ artificial Portland cements 215.325 standards P.15.302. They will be delivered on site paper bagged six layers. Any wet cement or having been altered by the humidity will be dismissed and removed immediately from the site.

They shall be Ordinary Portland Cement, CPJ 35 manufactured only by any other national cement factory, obtained from an approved bulk cement supplier. The bulk supplier must have not kept the cement in stock for more than two weeks. The contractor shall not stock cement on the site for more than three months. The cement must be stacked on 10cm wooden surface in a well-ventilated store that is dry and warm, free from moisture. The quality and state of cement shall be verified by the supervising engineer before use. The use of imported cement is strictly prohibited.

Conflicting samples will be carried out on each batch and submitted at the expense of the contractor to the tests prescribed by the standard P.15.301 of the AFNOR in a certified laboratory.

Lots that do not possess characteristics required will have to be removed from the stock intended for work and evacuated from the site.

Bags must be in good condition at the time of their installation on the site and retained areas covered, perfectly dry and an area of isolated boards of ten centimeter ground (10cm) to a minimum.

A.4.5. Water.

The water used for construction purpose should be clean and free from any impurities which can affect the quality of the mixed materials. It should therefore be fit for drinking and the mix ratio should range between 0.4 and 0.6 By weight and context.

A.4.6. Iron

In case of doubt on the quality of steels supplied on site, the employer or a representative of the contractor or, where applicable, the designated contractor may request, the responsibility of the company, to tests on samples taken on site. The tests will be carried out by an approved body.

A.5. THE CONCRETE.

A.5.1 Quality of Concrete.

Fifteen (15) days later after the opening of the construction site, and before any execution, the contractor shall submit to the National Laboratory "LABOGENIE" Civil Engineering or any other laboratory authorized by the control for approval, a composition of all concrete and mortars to be implemented, taking account of the materials delivered to the site.

All concrete used in the foundations (lean concrete, mass concrete, stressed and pre-stressed....) will be executed with the CPJ 35 cement. The composition of concrete implementation will be defined by an analysis of composition of FAURY, VALLETTA, DE DREUX or BOLOMAY methods, carried out by the National Laboratory of Civil Engineering. The contractor shall bear the costs of new composition in laboratory studies. All concrete for reinforced concrete pillars must meet the conditions of required resistance. The requirements are the following.

-Characteristic of 28 days compressive strength; 20 bars

-Resistance to traction at 28 days; 22 bars.

In case these values are not obtained, the company will produce a supporting calculation note of security works concerned in accordance with the rules BAEL. 91. Otherwise, it will request the demolition of the concerned works or their strengthening.

A.5.2 Manufacture of concrete and mortar.

The manufacture of concrete will be conducted by a central concrete to weight determination. Whatever the manufacturing process used, the products obtained shall be homogeneous and perfectly

coated aggregates of binders. The duration of mixing to be sufficient to achieve the result intended; once this is achieved, the mixing should not be extended.

The contractor will have any, realize a liquid concrete, given the decrease in resistance caused by excess water. The implementation of dry concrete will be facilitated by the compulsory use of the vibrator. A sample of concrete taken directly in a waste will have to form a regular ball after quick reciprocating in the palm of the hand and detach easily from the latter without dirt. Testing the cone may be imposed. The water/cement ratio will be determined by the moisture of aggregates.

Concrete:

Concrete works shall be of 4 types:

- i. Lean concrete for foundation works where indicated shall be PC 150kg/m³ and 75mm thick.
- ii. Mass concrete for floor works; All concrete in floor construction shall be 100mm thick and dosage of PC300kg/m³
- iii. Reinforced concrete for works above ground level and not submerged for beams, slabs and pillar works shall be PC350kg/m³ with thickness as shown on the construction drawings.
- iv. Reinforced concrete for underground and submerged structure works including; beams, slabs and pillar works: All reinforced concrete work dosage in these locations shall be PC400kg/m³

Underground concrete works shall be mixed with waterproof additives (Super Zaikalite-1kg powder imported) in recommended manufacturer's dosage.

Mortar:

M250 mortar shall be a mixture of 250 (two hundred and fifty) kilograms of cement per cubic metre of dry sand.

If the M250 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 300 (three hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used. (Use mortar mixes for various structural components works as specified in project consulting documents available in the procurement unit of).

A.5.3. Implementation of concrete.

Concrete will be implemented as their manufacture; storage in containers requiring an addition of water at the time of employment is strictly prohibited concrete will be always carefully vibrated by cylindrical needles.

Reinforcement nodes will be willing to allow a good implementation of the concrete on the height of the considered work. The company will take all provisions to ensure an altimeter and a correct fixation of the steel to avoid their displacement during casting. Similarly, it will add all bar mounts and ligatures for correct maintenance of the works (sheaths, tubes, pipes, boxes, cleats, pre-frames. etc) taken by itself or other bodies of state in concrete forms.

The implementation of concrete will be made to the right of the beams and the sails. Before casting of a recovery, the former concrete will be carefully disposed of all gravât the jet of air compressed, transplanted to overhang or project outboard gravels and eliminate milt, then washed if necessary, resumption of concrete additives used according to the sheet fact of the product. No resumption of concrete will be made in the visible parts of the works.

Stripping of the works will be carried out when the concrete will have acquired sufficient strength.

A.5.4. Test of Convenience.

It will be executed on the site before the start of the work, a concrete witness to each "workshop" of concrete. Workshop of concrete, consider a set determined position fixed or movable one site to another and which is served by a determined team fixtures. The minimum number of tubes subjected to test is 9.

The actual manufacture of concrete for the construction can start, after agreement of the control, if the nominal resistance to traction and compression to 7 days, are at least equal to 75/100 minimum resistance required in 28 days. The typical 28 day compressive resistance must be at least equal to 270 bars. Otherwise should immediately repeat the test with a new composition.

A.5.5. Tests of concrete during work, test tube,

They are defined in article "Test of receipt of materials".

B.5.6. Failure to implement, surface condition.

For no-admissible by the Contracting Authority considered on concrete surface conditions, the contractor will have to run to exclusive costs a full patching of the corresponding works with a coating synthetic resin of the type SIKALATEX or equivalent. Implementation and measurements of this coating must conform to the manufacturer's technical background.

NB: (Concrete mixes for various structural component works as specified can be consulted from the Request for Financing Document at PNDP Procurement Unit upon award of contract).

A.6. Acceptance of materials testing.

The DTU standards specify the results of the tests required on materials and their pace.

The resistors mentioned in the tables correspond to characteristic resistance. These tests must run by the Civil Engineering National Laboratory or any other laboratory approved by the MINTP, at the expense of the company.

Constituent Materials of Concrete

- **Crushed Aggregate**

- 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 cm² and must not contain particles, whose biggest dimensions exceed the following limits:

- For mortar 0/2 mm
- For reinforced concrete 0/5 mm
- For 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 supervisors.

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.

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 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 200mm.

The iron rods supplied must be at least 11 m long

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. No concreting of construction joints should be done on the visible parts of structures.

DOCUMENT N° 6
BILL OF QUANTITIES AND DETAILED
COST ESTIMATE

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION AND UPGRADING
ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE**

N°	DESIGNATION	UNIT	QTY	U.P.	AMOUNT
	LOT 100: SITE INSTALLATION/ PREPARATORY WORKS				
101	Site installation (mobilize and demobilize of equipment, magazine, site clearance etc.)	LS	1		
102	Studies(execution program, planning etc.)	LS	1		
103	Setting out the structure	LS	1		
	Sub total				
	A: GROUND FLOOR				
	LOT 200:EARTH WORKS				
201	Mass excavation(leveling of the site)	m ³	175		
202	Digging of foundation trenches and footings	m ³	75.75		
203	Backfilling with selected materials (laterite)	m ³	81.85		
	Sub total				
	LOT 300: FOUNDATION WORKS				
301	Blinking concrete 5cm dosed at 150kg/m3	m ³	8.95		
302	Foundation walls with frog filled blocks of (20x20x40)	m ²	149		
303	Reinforced concrete for footings, sub columns and ground beams dosed at 350kg/m3	m ³	35.75		
304	Mass concrete floor (8cm thick dosed at 200kg/m3)	m ³	33.25		
	Sub total				
	LOT 400: MASONRY WORKS				
401	Blocks of 15 x 20 x 40 for wall elevation	m ²	380.15		
402	Rendering and plastering with cement mortar dosed at 350kg/m3	m ²	760.5		
403	Reinforced concrete for columns, lintels, beams, staircase and window sills dosed at 350kg/m3	m ³	34		
404	Decking with hollow blocks(16cm +4cm) compression slab	m ²	390.2		
405	Trowel finished on the ground floor including the verandas	m ²	370.3		

406	Overhead plastering under the deck	m ²	390.2		
	Sub total				
	B:UPPER FLOOR				
	LOT 500: MASONRY WORKS				
501	Blocks of 15x20x40 for wall elevation	m ²	372.00		
502	Rendering and plastering with cement mortar dosed at 350kg/m ³	m ²	750.00		
503	Reinforced for columns, lintels, beams and windows sill dosed at 350kg/m ³	m ³	21.40		
	Sub total				
	LOT 600: CARPENTRY JOINERY WORKS				
601	Complete roof trusses , purlins and ceiling noggins treated against insecticides	m ³	9.75		
602	Ceiling boards of 4mm thick (red plywood)	m ²	366.80		
603	Ceiling at the eaves with smooth steel sheet(tolelisse)	m ²	75.00		
604	Aluminum roofing sheets(tolebac 5/10mm)	m ²	555.00		
605	Fascia board(tolebac 5/10mm of 30cm height)	ml	102.00		
606	Angle sheets of 50cm large	ml	42.00		
607	Aluminum ridge cap	ml	34.00		
608	Panel wood doors of 70 x 220cm complete	m ²	8.00		
609	Ventilation of roof (Prefabricated elements placed at eaves)	u	4.00		
	Sub total				
	LOT 700: METAL AND ALUMINUM JOINERIES				
701	Metal doors of 150 x 220 (with PACO locks) complete 02 internal bolt each	m ²	13.35		
702	Window protectors with 30mm square tubes	m ²	112.00		
703	45cm angle metallic bar at verandas and doors	ml	39.45		
704	Sliding aluminum windows	m ²	110.00		
	Sub total				
	LOT 800: ELECTRICITY WORKS				
801	Flexible conduit pipes	roll	12		
802	Connection with cable VGV 1,5 mm ² for lighting	roll	15		

803	Connection with cable TH 2,5 mm ² for power sockets	roll	15		
804	Round ceiling lamps complete	U	32		
805	Toilet lamps complete	U	16		
806	Switches built in one way single gang	U	24		
807	Switches built in two way single gang	U	4		
808	Power sockets built in	U	36		
809	Complete earth of the structure (copper cable, earth rod etc.)	ls	1		
810	6-ways domestic consumption unit (6-ways lines fuse box) plus provision to external network	u	2		
811	Upgrading of electricity supply for the Bamenda Regional Handicraft Village by supplying of 02 three phase meters, reviewing of the wiring system of the main office which include suckets, switches, fuse boxes, connection to the existingline etc.	ls	1		
	Sub total				
	LOT 900: PLUMBING, SANITARY AND TILING				
901	All plumbing works in wet rooms and PVC for rain water from the roof	ls	1.00		
902	Complete WC of high quality	u	8.00		
903	Complete WHB of 50 x 50	u	8.00		
904	Wash hand basin mirrors	u	8.00		
905	Toilet paper holders	u	8.00		
906	Septic tank for 20 users	u	1.00		
907	Soak away pit for 20 users	u	1.00		
908	Inspection chambers	u	6.00		
909	Soap dishes	u	8.00		
910	Tiling of toilet floors with 5 x 5cm or 10 x 10 cm ceramic tiles	m ²	35.80		
911	Toilet wall tiles 20 x 30	m ²	220.45		
912	Tiling of upper floor with ceramic tiles of 50 x 50 cm	m ²	370.65		
913	Skirting of 10cm	ml	115.00		
914	Toilet floor drains	ls	1.00		
	Sub total				
	LOT 1000: PAINTING WORKS				

1001	Two coats of crystal with glue paint on ceiling	m ²	390.20		
1002	Priming coat in ordinary paint (with National Paint)	m ²	3257.20		
1003	Two coats of water base paint on internal walls(Pantex 800)	m ²	1924.80		
1004	Two coats water resistance paint on external walls (Pantex 1300)	m ²	552.85		
1005	Oil paint on metallic doors , windows protectors (coffee brown) and skirting (coffee brown up to window level from the floors, internally and externally)	m ²	95.00		
1006	Skirting both in and out with oil paint 25cm	m ²	300.00		
	Sub total				
	LOT 1100: EXTERNAL WORKS				
1101	Rain water (run off) gutters (35 x 40cm)	ml	105		
1102	Concreting of verandas	m ³	52.50		
1103	Concrete slab over the gutter at the entrance(1.2m wide)	ml	2.4		
1104	Concrete ramps(1.2m wide)	u	2.00		
1105	Concrete round the edges of the building(1.2m wide)	m ³	5.80		
1106	Metallic roof gutters including pipes for discharge of rain water runoff from the roof	ls	1.00		
	Sub total				
	LOT 1200:ENVERONMENTAL PROTECTION				
1201	Creation of waste dump pit 2 m deep 1 x 1m wide(fence with barbe wire and dead wood	ls	1.00		
1202	Environmental impact notice	ls	1.00		
	Sub total				
SUMMARY					
	LOT 100: SITE INSTALLATION/ PREPARATORY WORKS				
	LOT 200:EARTH WORKS				
	LOT 300: FOUNDATION WORKS				
	LOT 400: MASONRY WORKS				
	LOT 500: MASONRY WORKS				
	LOT 600: CARPENTORY JOINERY WORKS				
	LOT 700: METAL AND ALUMINUM JOINERIES				

	LOT 800: ELECTRICITY WORKS				
	LOT 900: PLUMBING, SANITARY AND TILING				
	LOT 1000: PAINTING WORKS				
	LOT 1100: EXTERNAL WORKS				
	LOT 1200: ENVIRONMENTAL PROTECTION				
	AMOUNT WITHOUT TAXES INCLUSIVE				
	TVA (19, 25%)				
	AIR (2,2% or 5.5%)				
	AMOUNT ALL TAXES INCLUSIVES				
	NET PAYMENT				

THIS ESTIMATE IS CLOSED AT THE SUM OF ----- (-----) FCFA including of Taxes

CONTENT

CHAPTER I GENERAL PROVISIONS

Article 01- General

Article 02- Definition and consistency of prices

Document N°5 -THE PRICE LIST

CHAPTER I: GENERAL PROVISIONS

Article 01 :GENERAL

The contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works.

Therefore, he shall not present any complaint, except in the conditions provided for by this contract.

Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

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

These costs and charges are the following:

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

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

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

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

DESIGNATION:					
N°pri x	Rendementjournalier		Quantitétotale	Unité	Duréeactivit é
Main d'œuvre	CATEGORIE	Nbre	Salairejournalie r	joursfacturé s	Montant
TOTAL A					
Matériel et Engins	TYPE	Nbre	Tauxjournalier	joursfacturé s	Montant
TOTAL B					
Matériaux et Divers	TYPE	Unité	Prix unitaire	Quantité	Montant
TOTAL C					
D	TOTAL COUT DIRECTS			A+B+C	
E	Fraisgénéraux de chantier			Dx%	
F	Fraisgénéraux de Siège			Dx%	
G	COUT DE REVIENT			D+E+F	
H	Risques + Bénéfices 10.0%			Gx%	
P	PRIX DE VENTE TOTAL HORS TAXE			G+H	
V	PRIX DE VENTE UNITAIRE HORS TAXE			P/Qté	

**DOCUMENT N°07 - FRAMEWORK OF SUB-
DETAIL FOR PRICES**

Note relating to the presentation of the sub-detail of prices and taxes

1, A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder. It is not necessary to impose a mode! of presentation of on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements;

- a. Detail of the sales coefficient according to the model presented after this note;
- b- Cost in dry price of the materials provided for the site;
- c. Cost in dry price of the supplies necessary for the site;
- d. Cost of local and expatriate labour;
- e. For each price on the Schedule of prices, a form resulting from points 1, 2, 3 and 4 above indicating the outputs leading to the unit prices;
- f. The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc;
- g. The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Contracting Authority;
- h. The sub-detail of dues and taxes.

2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

A. Overheads of the site Studies

Total C1

B. Overheads of the head office

- Head office overheads
- Financial overheads
- Risks and profits

Total C2

Sales coefficient $K = 100 / (100 - C)$ with
 $C = C1 + C2$

3. The Contracting Authority may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

DOCUMENT N°08 – MODEL CONTRACT

DOCUMENT N°08 – MODEL CONTRACT

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL-PATRIE

REGION DU NORD QUEST

SERVICES DE GOUVERNEUR

REPUBLIC OF CAMEROON
PEACE -WORK -FATHER LAND

NORTH WEST REGION

GOVERNOR'S OFFICE

CONTRACT N° ____/ONIT/GOV/RTB-NW /2024 AWARDED AFTER OPEN NATIONAL
INVITATION TO TENDER N° ____/ONIT/GOV/RTB-NW/2024 OF ____ / ____ 2024 FOR
CONSTRUCTION OF WORKSHOPS AND UPGRADING OF ELECTRICITY SUPPLY FOR
THE BAMENDA REGIONAL HANDICRAFT VILLAGE

CONTRACTOR:

P. O. Box:at:
Tel.:Fax:

PURPOSE:THE CONSTRUCTION OF WORKSHOPS AND UPGRADING OF ELECTRICITY
SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE

PLACE: NkwenBAMENDA III COUNCIL NORTH WEST REGION.

DEADLINE: SEVEN (07) MONTHS

AMOUNT

TOTAL WITHOUT TAXES	CFA F
VAT = 19.25%	CFA F
TOTAL WITH TAXES	CFA F
AIR = 2.2% OR 5.5%	CFA F
TOTAL TAXES	CFA F
NET TO BE PAID	CFA F

FUNDING: PIB 2024

DATE OF APPLICATION

DATE OF SIGNATURE

DATE OF NOTIFICATION

THE GOVERNOR OF THE NORTH WEST REGION, HEREINAFTER REFERRED TO AS THE
«CONTRACTING AUTHORITY»

ON THE ONE HAND,

AND

THE COMPANY

P. O. BOX: TEL: FAX:

BASED IN:

TRADE REGISTER NO.: TAXPAYER'S NO. :

BANK ACCOUNT NO.: WITH:

REPRESENTED BY MISTER, HEREINAFTER REFERRED TO AS
THE «CONTRACTOR»

ON THE OTHER HAND,

HAVE AGREED AS FOLLOWS:

CONTENTS

Title I : The Special Administrative Conditions

Title II : The Special Technical Conditions

Title III : The Price List

Title IV : The Detailed Cost Estimate

Page N° ____ and last page of CONTRACT N° ____ / ONIT/GOV/RTD-NWR OF ____ / ____ / 2024
signed following Open national invitation to tender with the Contractor

FOR CONSTRUCTION OF WORKSHOPS AND UPGRADING OF ELECTRICITY SUPPLY
FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE

EXECUTION DEADLINE :SEVEN (07) MONTHS

AMOUNT OF CONTRACT :

<i>TOTAL WITHOUT TAXES</i>	<i>CFA F</i>
<i>VAT = 19.25%</i>	<i>CFA F</i>
<i>TOTAL WITH TAXES</i>	<i>CFA F</i>
<i>AIR = 2.2% OR 5,5%</i>	<i>CFA F</i>
<i>TOTAL TAXES</i>	<i>CFA F</i>
<i>NET TO BE PAID</i>	<i>CFA F</i>

READ AND APPROVED BY THE
CONTRACTOR

Bamenda, the _____

SIGNED BY THE GOVERNOR
(CONTRACTING AUTHORITY)

Bamenda, the _____

REGISTRATION

DOCUMENT N°09 – FORMS AND MODELS TO BE USED

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL-PATRIE
REGION DU NORD OUEST
SERVICES DU GOUVERNEUR

REPUBLIC OF CAMEROON
PEACE -WORK -FATHER LAND
NORTH WEST REGION
GOVERNOR'S OFFICE

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

I, the undersigned Mr.

Nationality

Function

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

Hereby acknowledge receipt of the file for Open National Invitation to Tender

N° of

Concerning the

.....

.....

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

Done at On the

General Manager

ANNEX N° 02
THE MODEL TENDER LETTER

I (We) the undersigned

.....
Acting in the capacity of in the name and on behalf
of.....

.....atRC N°.by virtue of the
power vested in me (us), resident at (Town), P.O.Box....., telephone
N°. after having studied all the documents of the tender file relating to the Invitation to
Tender N°., and after having assessed in my (our) point of view and
under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we)
do hereby tender and commit myself (ourselves) to carry out works for the **CONSTRUCTION OF
WORKSHOPS AND OF UPGRADING ELECTRICITY SUPPLY FOR THE BAMENDA
REGIONAL HANDICRAFT VILLAGE**

in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA
(.....Francs) *Total without Tax+VAT*, calculated on the basis of the
unit prices stated in the Unit Price List and the detailed estimates, appended to this tender. The prices
stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract
within SIX (06) months as from the date of notification of the award of contract.

I hereby commit myself (we hereby commit ourselves) to maintain the amount of my (our) tender
for a period of 06 MONTHS with effect from the deadline for submission of bids.

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

Enclosed with this tender are:

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

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

Signature(s)

Bidder(s)

For companies, indicate:

*The company (company or trade name, form, nationality and registered office)
« represented by the undersigned » (Name, first name and status)*

For companies without a legal status, indicate:

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

ANNEX N° 03
THE MODEL BID BOND

Bank
Reference of guarantee: No.
To the CHAIRMAN OF THE NWR TB
Invitation to Tender No.

***CONSTRUCTION OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS FOR THE
NORTH WEST REGION.***

The Contractor (s)hereby submits on to
the chairman of the NWR TB a bid relating to **THE CONSTRUCTION OF WORKSHOPS AND
UPGRADING OF ELECTRICITY SUPPLY FOR THE HANDICRAFT VILLAGE BAMENDA
NORTH WEST REGION**

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to
the Delegated Contracting Authority, a bid bond amounting to CFA Francs
..... (6).

By this guarantee, we the undersigned,(7).....with our registered office
in, are committed towards the Delegated Contracting Authority, through
the bidder for the sum of CFA Francs(in
figures).....

.....(in full).

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

The request for payment of guarantee shall be countersigned by the Delegated Contracting Authority.
This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender
or, in case the enterprise shall be the successful bidder, after presentation of the performance bond
which shall be kept by the North West Regional Tenders Board.

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps
.....

- (5) Bidder
- (6) Stated in the Special regulations governing the invitation to tender
- (7) Bank

ANNEX N° 04
MODEL SURETY BOND

Whereas

_____ (Hereafter called
the "the bidder") has submitted its bids dated _____, Here in after
called "the bid")

KNOW YE ALL PEOPLE by the presence that

WE _____

, having our registered office at _____ hereinafter
called "the Bank", are bound onto the Governors Service (hereinafter called "the Contracting
Authority) in the sum of _____ for which payment will and truly
be made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the
present if our client refuses or incapable of completing the jobs as stipulated in the contract.

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

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

Sealed with the common seal of the said bank this _____ day of _____

SIGNATURE OF BANK AUTHORITY

ANNEX N° 05

THE MODEL PERFORMANCE BOND (RETENTION FUND)

Bank.....

.....

Reference of guarantee: No.

To the CONTRACTING AUTHORITY

BAMENDA, NORTH WEST REGION

Invitation to Tender No.

**CONSTRUCTION OF WORKSHOPS AND UPGRADING OF ELECTRICITY SUPPLY FOR
THE BAMENDA REGIONAL HANDICRAFT VILLAGE**

We..... (Bank) have been informed that a contract has been signed
between the Service of the **Governor** acting in the capacity of Contracting Authority, and.....

....., acting as contractor for the **CONSTRUCTION OF WORKSHOPS AND**

UPGRADING OF ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL

HANDICRAFT VILLAGE

In compliance with the provisions of Contract N°., the contractor is bound to present to the
service of the **Governor, Contracting Authority**, a performance bond for the execution of work,
covering security, commitments and other obligations incumbent on the contractor under the contract,
worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs

.....

We,(bank) do hereby commit ourselves irrevocably and without
arguing to pay to the contracting authority, at his first written request, and three (03) months the
amount of this bond, that is to say., all the amounts that the
contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under
the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of
justification with confirmation of receipt and a copy to the contractor clearly stating and
supplementing the reasons for his request. This letter shall be countersigned by the **contracting
authority**. The bank guarantee shall take effect as from the date of notification of the contract. The
original of this guarantee shall be kept by the Regional Tenders Board.

The guarantee shall be released within sixty (60) days with effect from the date of provisional
acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without
express request.

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

Done at, on

Mr (Mrs).....

Signature(s) & stamps

ANNEX N° 06

MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

Bank

Reference of guarantee No.....

To the Contracting Authority

Bamenda, North West Region

Invitation to Tender N°.

**BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO
THE CONSTRUCTION WORKS**

We..... (Bank) have been informed that a contract shall be signed
between the Governor, acting in the capacity of Contracting Authority, and.....

....., acting as contractor for **CONSTRUCTION OF WORKSHOPS AND
UPGRADING OF ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL
HANDICRAFT VILLAGE**

In compliance with the provisions of Article of Contract N°., the contractor shall
be bound to present to the service of the Governor (Contracting Authority), a bank guarantee with the
purpose to assure the refund of the start-off advance granted to the enterprise and amounting to CFA
Francs

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

The request to partially or fully stake this guarantee shall be the subject of a registered letter of
justification with confirmation of receipt and a copy to the contractor clearly stating and
supplementing the reasons for his request. This letter shall be countersigned by the contracting
authority.

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original
of this guarantee shall be kept by the North West Regional Tenders Board. The guarantee shall be
released upon refund of the full amount of the advance. After this date, the guarantee shall no longer
apply and shall be returned to us without express request.

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

Done at, on

Signature(s) & stamps

ANNEX N° 07

THE MODEL UNDERTAKING BY THE BIDDER

Name of project:..... Invitation to tender N° :.....
Construction of a cattle loading dock atand.....
I (We) the undersigned (8)

.....
Acting in the capacity of (9) in the name and on behalf of
(10)..... at RC N°.
..... by virtue of the power vested in me (us), domiciled at P.O.Box..... (Town)
....., telephone No., after having studied all the documents of the
tender file relating to the Invitation to Tender No., and after having
assessed in my (our) point of view and under my (our) responsibility the nature and difficulties
entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry
out works for the **CONSTRUCTION OF WORKSHOPS AND UPGRADING OF
ELECTRICITY SUPPLY FOR THE BAMENDA REGIONAL HANDICRAFT VILLAGE**
in keeping with the terms and conditions of the tender file.

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

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

Done at, on

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)
« Represented by the undersigned » (name, first name and status)

For companies without a legal status, indicate:

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

(8) Name, first name, profession, residence

(9) Position in the enterprise

(10) Company name

ANNEX N° 08

MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I the undersigned, _____ a (*specify diploma or certificate*) and
holder of National Identity Card N° _____ issued on _____ at
_____ Tel: _____ is committed and available to work as _____ (*specify post
occupied*) with _____ (*name of enterprise*) if awarded the contract for
_____ (*indicate the name of project*). This is in response to Tender N°

Done in _____ the _____

Sign; _____

Certified at On the

By

ANNEX N° 09**THE MODEL CURRICULUM VITAE**

Name & First name : _____

Date of birth : _____

Nationality : _____

Level of Language

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

Training school : _____

Date of admission : _____

Date of graduation : _____

Diploma obtained : _____ Date _____

Specific knowledge : Publication, research work _____

Date of start of service : _____

Number of years of service : _____

Number of years in the company : _____

Date of start of service in the company : _____

WORK EXPERIENCE (*)

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

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

ANNEX N° 10

THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contractible telephone N°	Original Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							
3							
4							
5							
6							
etc							

NB: For each contract named in the above board, please joint:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional (or final) acceptance report.

Done on

at

Mr

(Messrs).....

Signature(s).....

ANNEX N° 11

MODEL EQUIPMENT LIST

SN	DESIGNATION (Description & frame number)	NUMBER	AGE- STATE	ORIGIN	STATUS
1					
2					
3					
etc					

ANNEX N° 12
KEY STAFF

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

ANNEX N° 13

MODEL OF SITE VISIT REPORT

[Not more than five (05) pages]

I) INTRODUCTION

TENDER N°

(with project title).....

....

.....

NAME OF

ENTERPRISE.....

DATE:..... TIME:.....

....

II) COMMENTARY:

II-1) Nature of the project site.....

II-2) Accessibility to the project site:

II-3) Vegetation (trees, shrubs
etc).....

II-4) Topography of the site.....

**NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME AS PROOF THAT I
WENT TO THE SITE AND SO JUSTIFY MY COMMENTARY ABOVE**

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

IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL (stones, sand, gravel, wood etc)

V) DIFFICULTIES:

.....

.....

.....

.....

.....

V)

CONCLUSION.....

.....

....

SIGNATURES:

Signature of the Beneficiary

Signature of Managing Director, name and Enterprise stamp

**DOCUMENT N°10: LIST OF BANKING ESTABLISHMENTS AND
FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC
CONTRACTS**

Note relating to banking establishments and financial bodies authorized to issue

bonds

The Contracting Authority is bound to insert, at this level, a copy of the instrument by the Minister in charge of Finance giving the updated list of banking establishments approved by MINFI to issue bonds for public contracts in accordance with the Public Contracts Code.

LISTE DES BANQUES AGREEES PAR LE MINFI

- 1- Afrikland First Bank;
- 2- Banque Atlandtique;
- 3- Banque Gabonaise pour le Financement International (BGFI BANK);
- 4- Banque International du Cameroun pour l'Epargne ET le Credit;
- 5- CITI Bank;
- 6- Commercial Bank of Cameroon;
- 7- Ecobank;
- 8- Société Générale de Banque au Cameroun (SGBC) ;
- 9- National Financial Credit Bank (NFC Bank);
- 10- Société Camerounaise de Banque au Cameroun;
- 11- Standard Chartered Bank Cameroon;
- 12- United Bank for Africa (UBA);
- 13- Bank of Africa Cameroon (BOA Cameroon);
- 14- Banque Atlantique du Cameroun (BACM);
- 15- Crédit Communautaire D'Afrique (CCA bank);
- 16- Banque Camerounaise des petites et MOYENNES Entreprises (BC- PME);

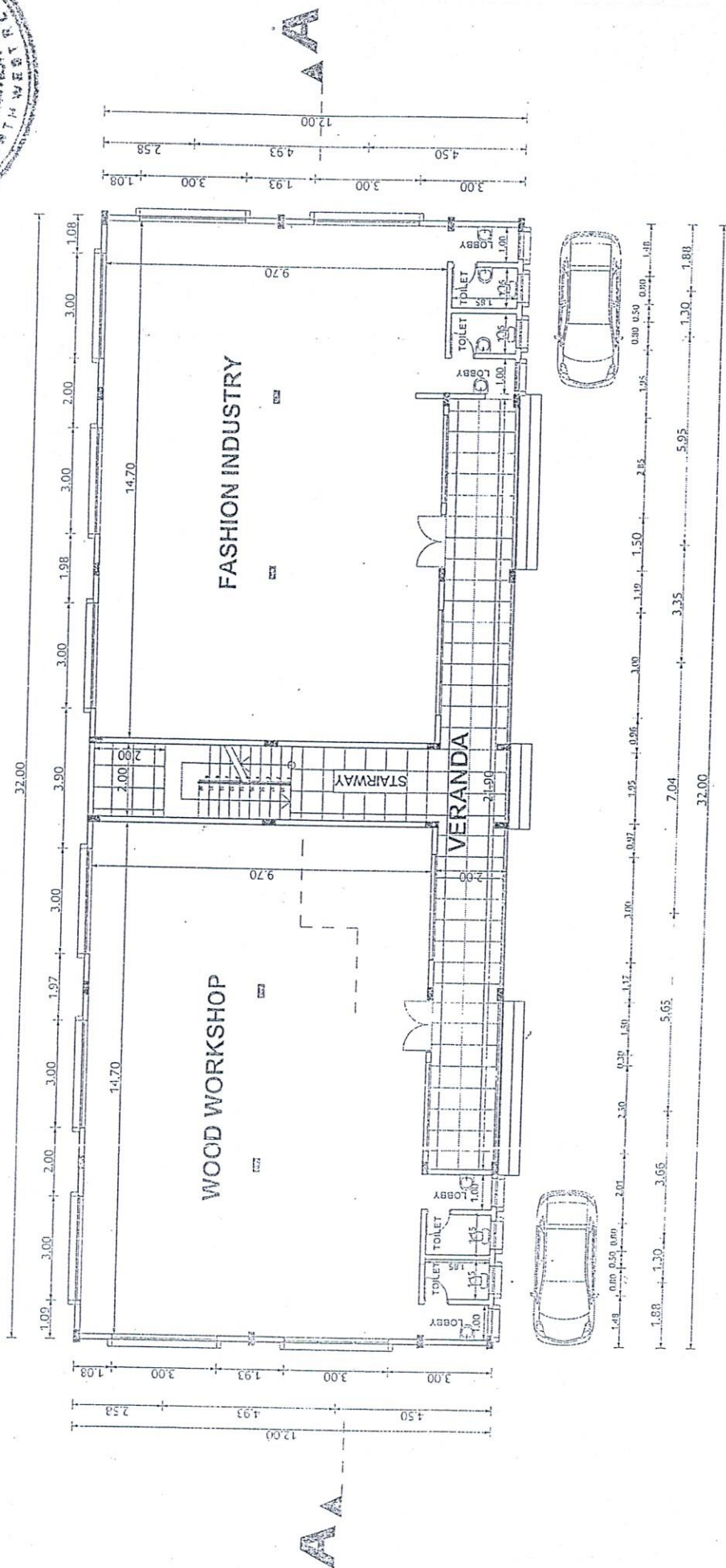
This list is available at ARMP.

B- INSURANCE COMPANIES

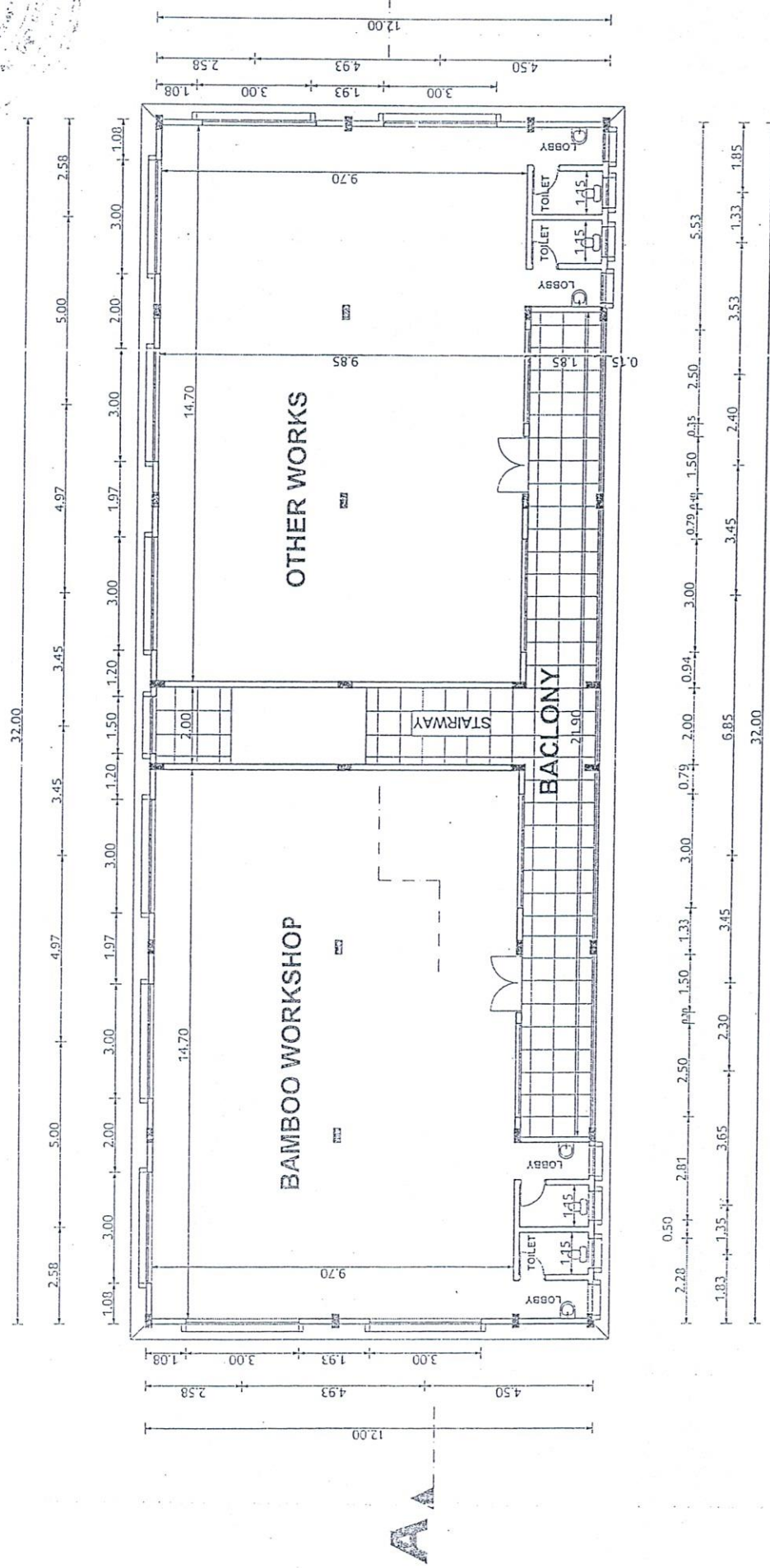
- 1- Chanas Assurances;
- 2- Activa Assurances
- 3- Zenithe Insurance
- 4- SAAR Assurances
- 5- Area Assurances
- 6- Alantique Assurances SA
- 7- Beneficial General Insurance

- 8- CPA SA.
- 9- NSIA Assurances
- 10- SAHAM
- 11- PRO ASSUR SA.

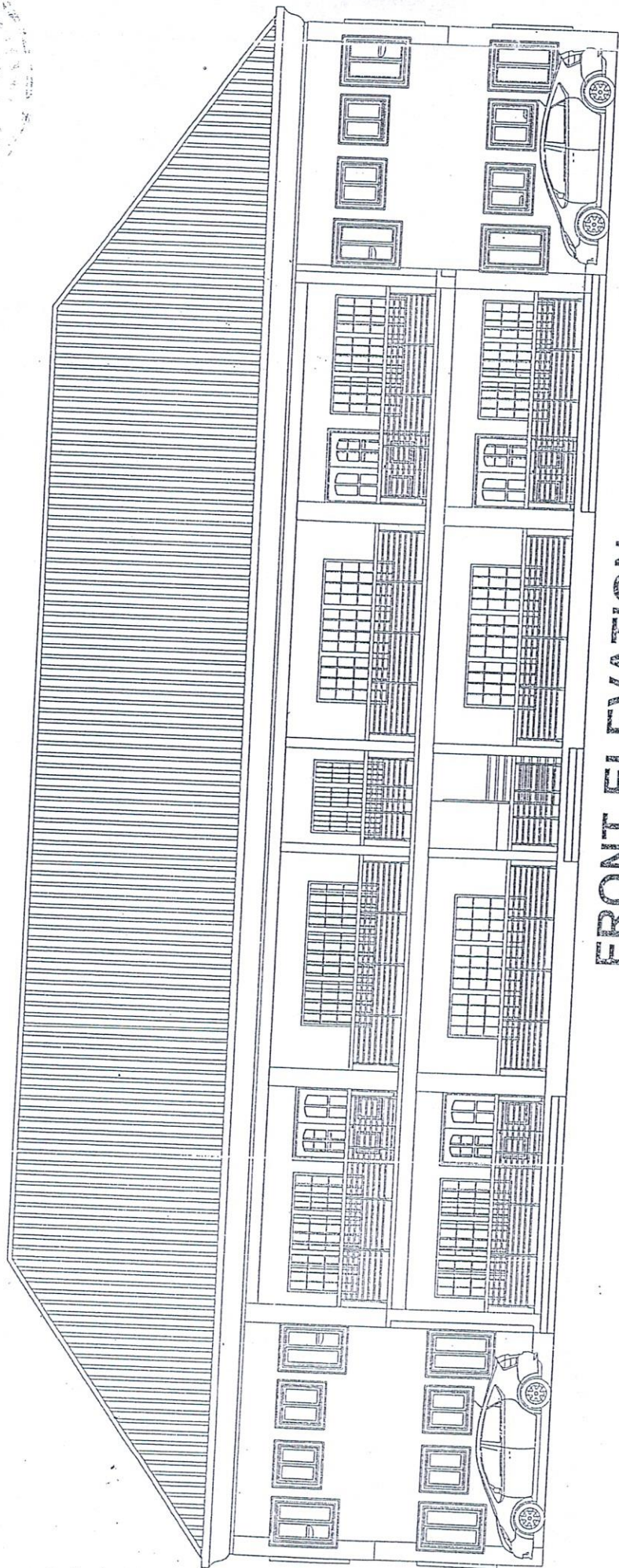
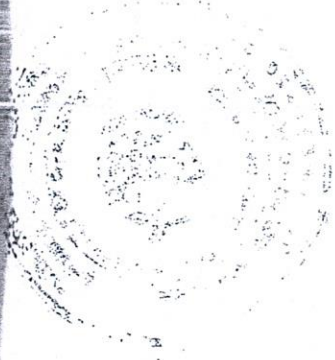
N/B: the list is not exhaustive and other first class banks and insurances authorised by the Ministry of Finance of the Republic of Cameroon are acceptable.



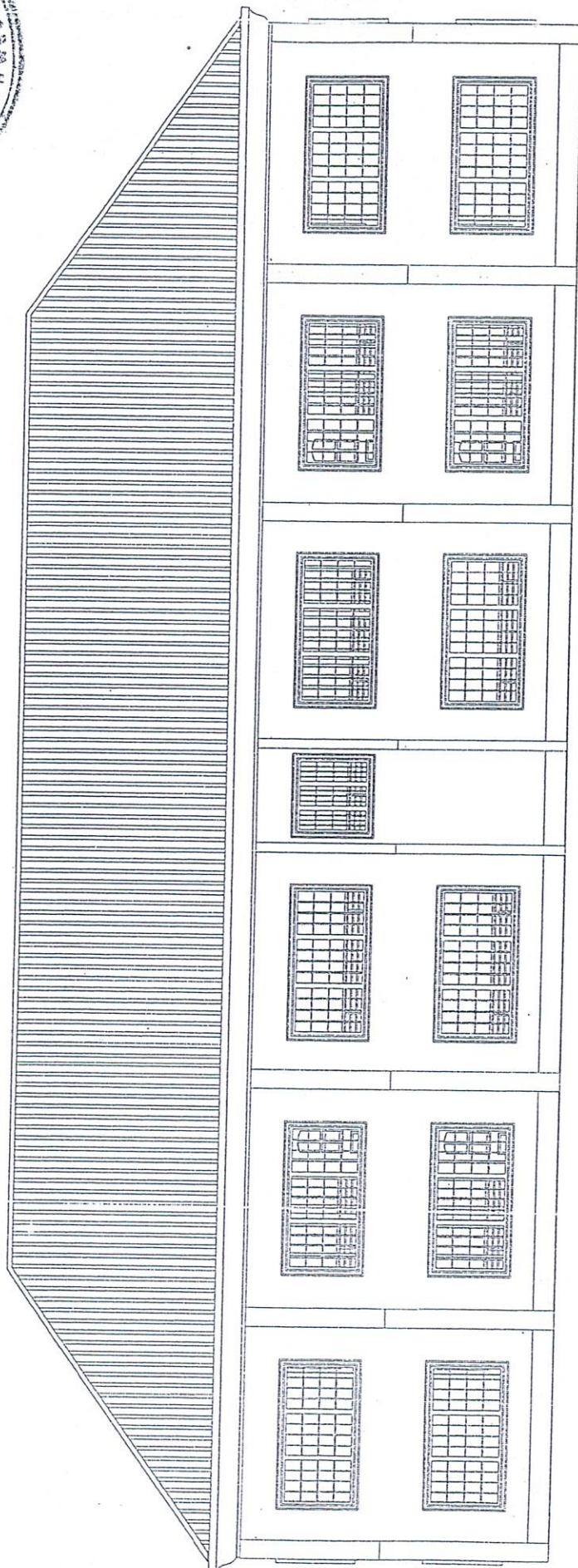
GROUND PLAN



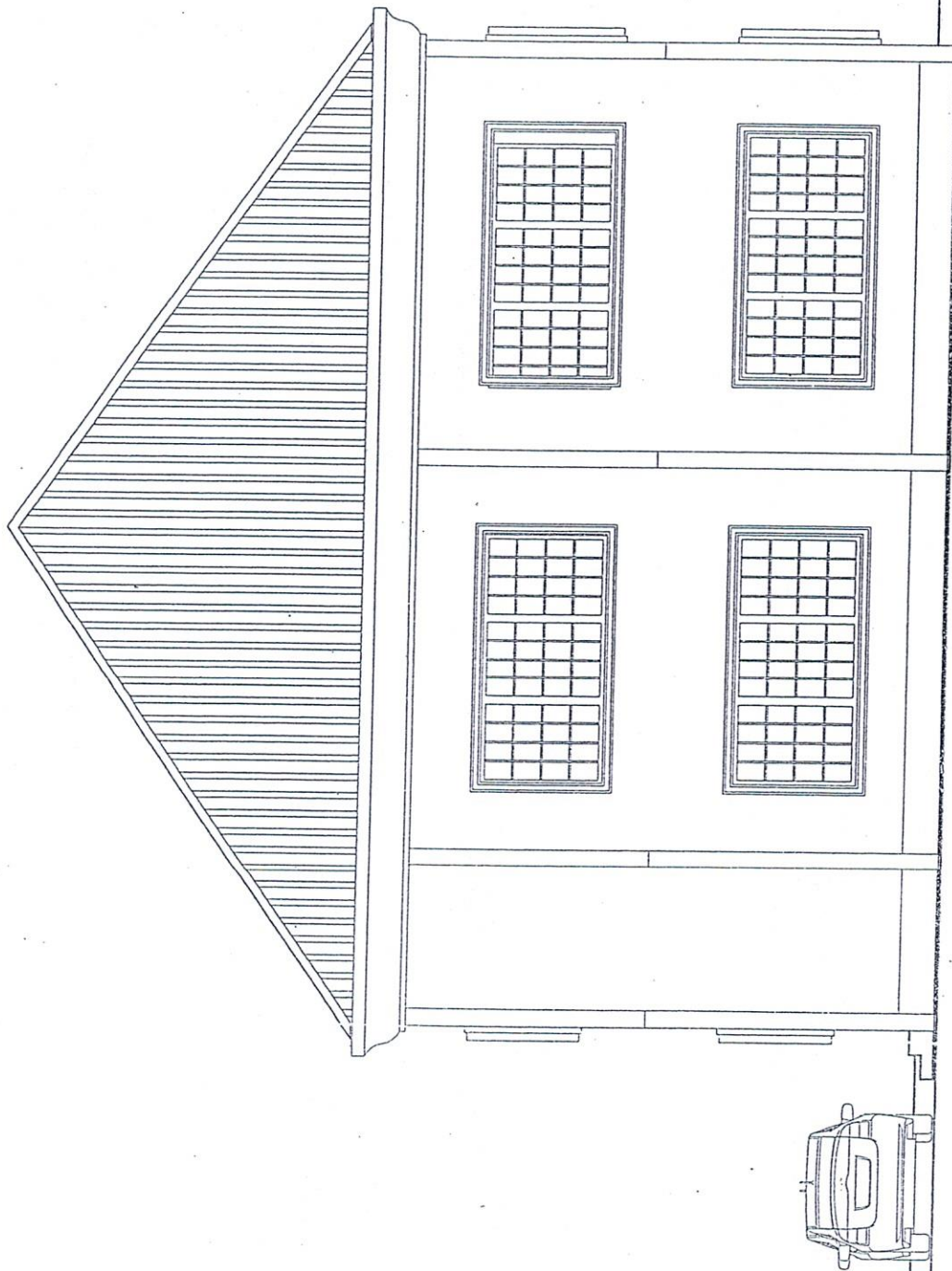
UPPER FLOOR PLAN



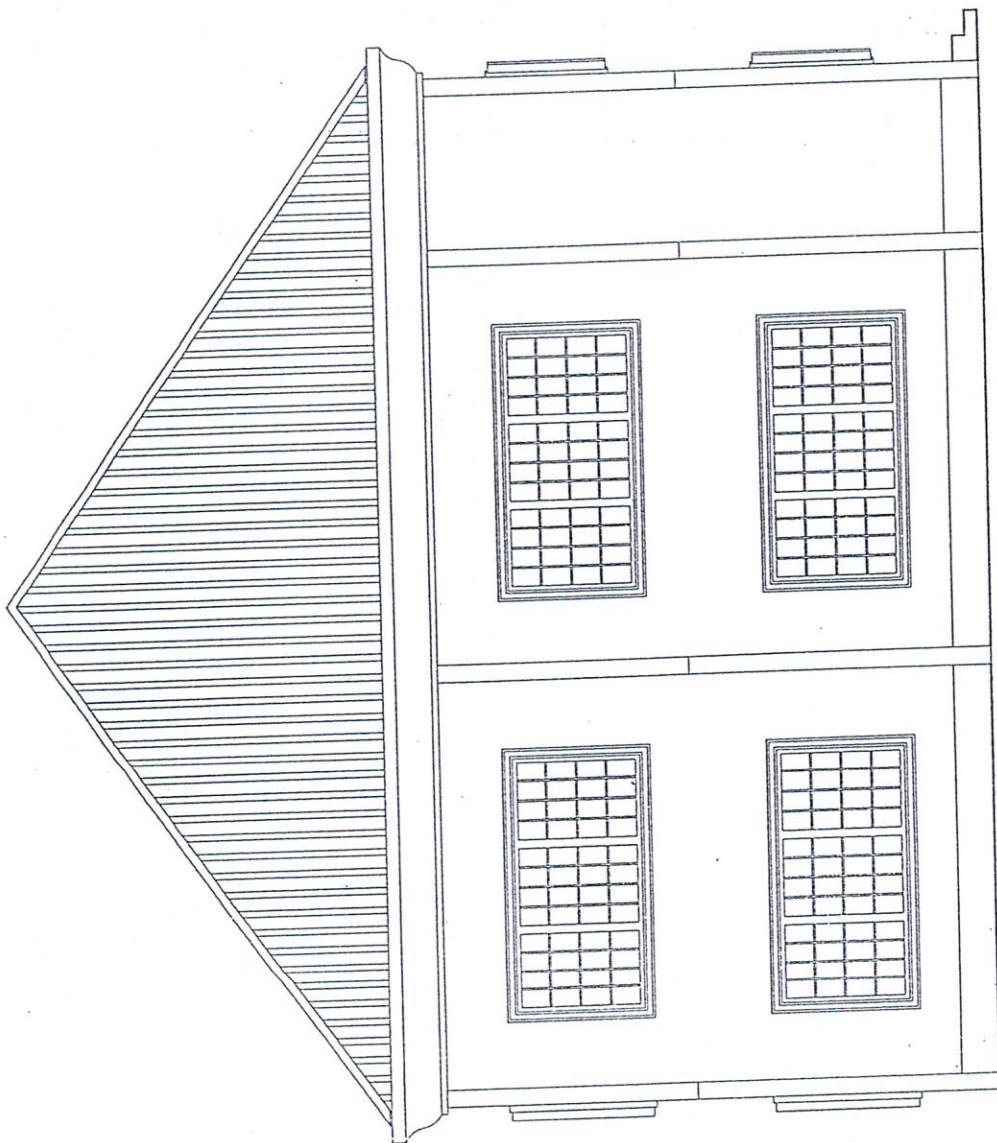
FRONT ELEVATION



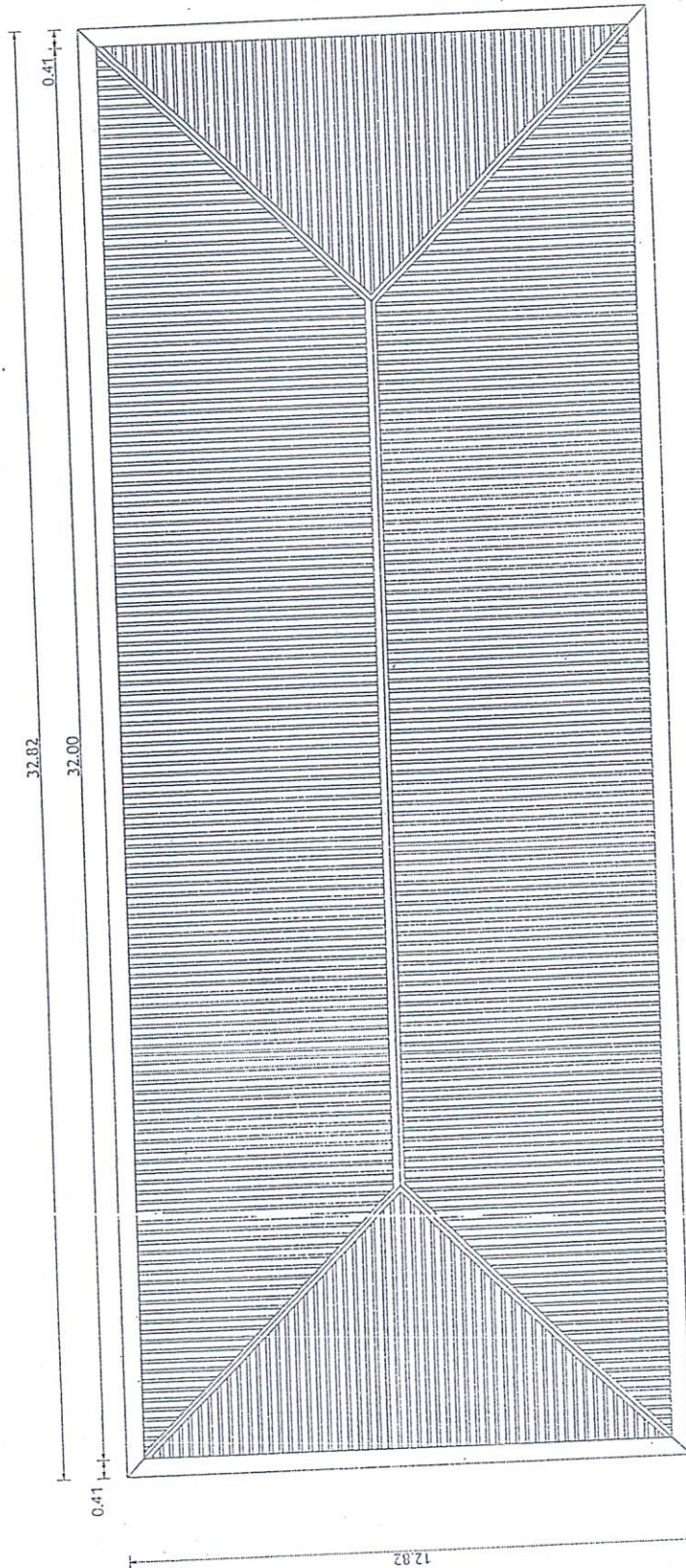
BACK ELEVATION



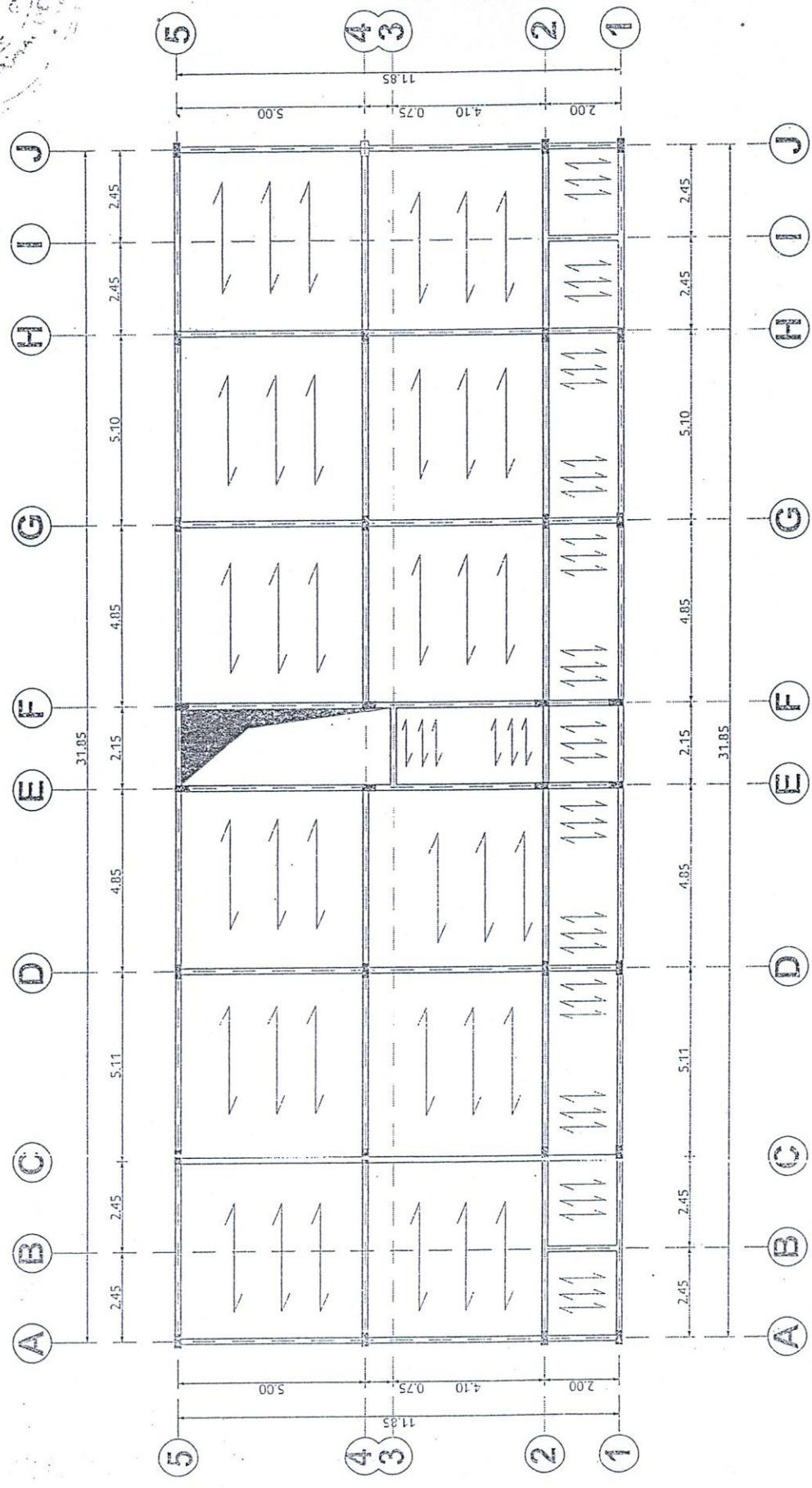
RIGHT ELEVATION



LEFT ELEVATION



ROOF PLAN



All Beams: 20x40

All Pillars: 20x40

FORMWORK PLAN

**DOCUMENT N°11: DRAWINGS (WORK
PLANS)**

DOCUMENT N°12: EVALUATION GRID

Evaluation grid of Technical File for the construction of workshops and upgrading of electricity supply at the Bamenda Regional Handicraft Village North West Region.

1)General presentation of bids	
-Presentation of bids	Yes/no
-Presence of all documents.....	Yes/no
-Properly bound.....	Yes/no
-Table of contents.....	Yes/no
- Numbered pages.....	Yes/no
-Separators in color apart from white.....	Yes/no
-Order prescribed respected.....	Yes/no
-Clearness of the documents.....	
TOTAL 1	/7
2)The company references	
References of the company in civil construction or similar works for the past three years:	
-Minimum two (02) contracts registered (1 st and last pages).....	Yes/no
-Minimum two (02) reception minutes corresponding to the attached contracts.....	Yes/no
TOTAL 2	/2
3)Equipment	
-Proof of a concrete mixer in good operating condition.....	Yes/no
-Proof of a vibrator in good operating condition.....	Yes/no
-Proof of a vehicle pick up 4x4 or van) (Hired or owned).....	Yes/no
-Proof of a masonry tools kids.....	Yes/no
-Proof of a carpentry tool kid.....	Yes/no
-Proof of an electrical tools kid.....	Yes/no
-Proof of a plumbing tools kid.....	Yes/no
-Proof of a painting tools kid.....	Yes/no
TOTAL 3	/8
4)Organograms	
-Organizational chart of the enterprise.....	Yes/no
-Organizational chart of site with comments.....	Yes/no
Qualification of site personnel	
Works Director : Civil Engineer	
-Diploma of work Director certified.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated by works Director.....	Yes/no
-Certified copy of valid national identity card.....	Yes/no
-Professional experience of works Director at least five years.....	Yes/no
-Attestation of availability.....	Yes/no
Chief of mission for electricity supply: Electrical Engineer	
-Diploma of electrical engineer.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated by electrical engineer.....	Yes/no
-Certified copy of valid national identity card.....	Yes/no
-Professional experience of electrical engineer at least five years.....	Yes/no
-Attestation of availability.....	Yes /no

Site foreman: Senior Civil Engineering Technician	
-Diploma of work Director Certified.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated by works Director.....	Yes/no
-Certified copy of valid national identity card.....	Yes/no
-Professional experience of works Director at least five years.....	Yes/no
-Attestation of availability.....	Yes/no
Chief Builder: CAP or equivalent in masonry with at least 3 years	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated.....	Yes/no
Chief Plumber: CAP or equivalent in Plumbing with at least 3 years	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated.....	Yes/no
TOTAL 4	/28
5)The methodology of intervention and execution of work	
-Attestation of site visit	Yes/no
-Site visit report	Yes/no
-Detailed technical note on the organization and execution of works.....	Yes/no
-Coherence synchronized planning of execution of works.....	Yes/no
-Coherence individual protection plan (IPP) within the building site..	Yes/no
-Coherence of the General Security and Safety Plan (GSSP) within the building site.....	Yes/no
-Description of the socio-environment measures for the site protection.....	Yes/no
-Coherence in the methodology of execution of works.....	Yes/no
-Coherence in the organization of the site	Yes/no
-Plan of the supply of construction materials and storages conditions.....	Yes/no
-Detailed manpower deployment plan.....	Yes/no
-Technical note on observations and recommendations.....	Yes/no
-SAC dully initialed on each page, signed and dated on the last page.....	Yes/no
TOTAL 5	/13
6) Pre-financing	
Attestation of credibility shall be at least 75% of the bid price.....	Yes/no
TOTAL 6	/1
TOTAL=TOTAL1 + TOTAL2 + TOTAL3 + TOTAL 4 + TOTAL5 + TOTAL6	/59

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