

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



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# GENERAL RULES OF THE INVITATION TO TENDER

## A. General

### Article 1: Scope of the tender

1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction completion of the works described in the Tender File and briefly described in the Special Regulations.  
The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.

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

1.2 In this Tender File, the term "day" means a calendar day.

### Article 2: Financing

The source of financing of the works forming the subject of this invitation to tender shall be financed by PULCCA budget for 2024, Head S.A 2.2.2.5

### Article 3: Fraud and corruption

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

a) The following definitions shall be admitted:

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

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

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding SIX (6) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

### Article 4: Candidates allowed to compete

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

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



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

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

- 5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

**Article 6: Qualification of bidder**

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

- (a) Submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) Provide all information requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

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

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

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- (b) The bid and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;





- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

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

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

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

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

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

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

### **B. Tender File**

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

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

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

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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

Document No. 10. Model documents of the contract:

- a. The execution schedule;
- b. Model of forms presenting the equipment, personnel and references;
- c. Model bidding letter;
- d. Model bid bond;
- e. Model final bond;
- f. Model of bond of start-off advance;
- g. Model of guarantee in replacement of the retention fund;





- h. Model contract;  
Document No. 11. Models to be used by bidders;
  - a. Model contract;
- Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
- Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

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

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

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

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

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

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

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

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

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

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

### **C Preparation of bids**

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

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





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

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

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

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

### **a. Volume 1: Administrative file**

It includes:

- i) all documents attesting that the bidder:
  - has subscribed to all declarations provided for by the laws and regulations in force;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- ii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

### **b. Volume 2: Technical bid**

#### **b.1 Information on qualifications**

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

#### **b.2 Methodology**

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

#### **b.3 Proof of acceptance of conditions of the contract**

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

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

#### **b.4 Commentaries (optional)**

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





**c. Volume 3: Financial bid**

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

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

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

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

**Article 14: Bid price**

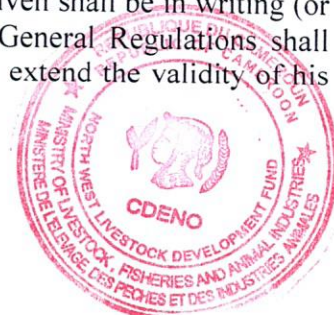
- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .
- 14.2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

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

The prices shall be in FCFA

**Article 16: Validity of bids**

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his





bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.

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

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
  - (b) if the retained bidder:
    - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
    - iii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
    - iv) Refuses to receive notification of the Administrative Order to commence execution.

#### **Article 18: Varying proposals of bidders**

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





#### Article 19: Preparatory meeting to the establishment of bids

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

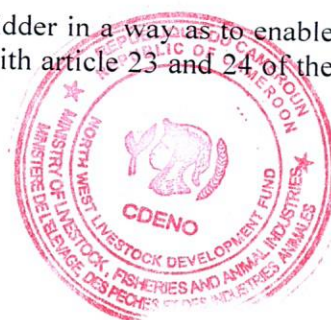
#### Article 20: Form and signature of bid

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

### D. SUBMISSION OF BIDS

#### Article 21: Sealing and marking of bids

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





- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

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

**Article 23: Late bids**

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

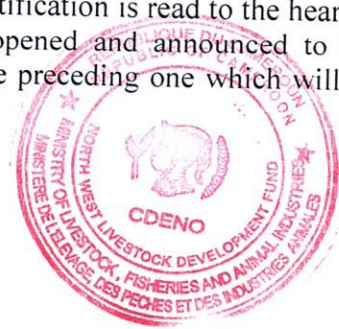
**Article 24: Modification, substitution and withdrawal of bids**

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

**E. Opening of envelopes and evaluation of bids**

**Article 25: Opening of envelopes and petitions**

- 25.1 The Tenders Board shall open the envelopes in single phase and in the presence of the bidders or their representatives who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be





sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

#### **Article 26: Confidential nature of the procedure**

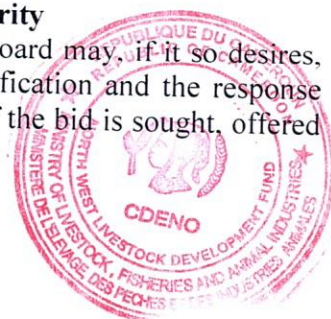
26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

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

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered





or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

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

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

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

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

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

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

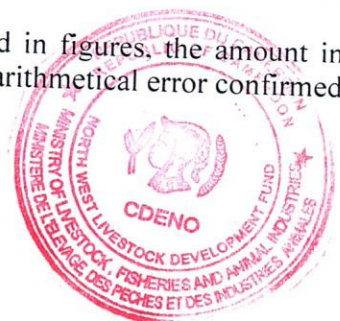
#### **Article 29: Qualification of the bidder**

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

#### **Article 30: Correction of errors**

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed





by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

#### **Article 31: Conversion into a single currency**

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations. However prices shall be in FCFA

#### **Article 32: Evaluation and comparison of financial bids**

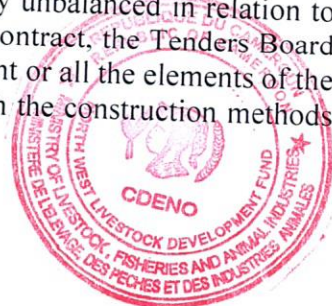
32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods





and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

### **Article 33: Preference granted national bidders**

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

### **Article 34: Award**

34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

34.2 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

### **Article 36: Notification of award of the contract**

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

### **Article 37: Publication of results of award and petition**

37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.

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

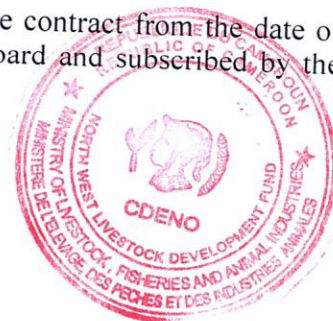
37.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

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

### **Article 38: Signing of the contract**

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the





successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

**Article 39: Final Bond**

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.
- 39.2 The bond whose rate is 3% of the amount of the contract inclusive of all taxes may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- 39.3 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.





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





## SPECIAL TENDER CLAUSES.

References of the General regulations	General									
1.1	<p>Definition of works: <b>CONSTRUCTION OF TWO (2) HALLS FOR THE SALE OF FISH IN SOME LOCALITIES OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE</b></p> <p>Name and address of the Contracting Authority: <b>The Administrative Director of CDENO Bamenda</b></p> <p>Reference of Invitation to Tender: <b>RESTRICTED NATIONAL Invitation to Tender No...../RNIT/CDENO/CITB/2024 of _____</b></p>									
1.2	Execution deadline: <b>Three (03) Months</b>									
2.1	Source of Financing: <b>PULCCA Budget 2024 Head: S.A. 2.2.2.5</b>									
3.1	<p><b>List of prequalified candidates:</b></p> <table><tr><td>1</td><td>NEBAN ENTERPRISE</td><td>P.O. Box 484 Bamenda, Tel: 674717778</td></tr><tr><td>2</td><td>NGWATRA ENTERPRISE LTD</td><td>P.O. Box 28 Bamenda, Tel: 677745761</td></tr><tr><td>3</td><td>NUKUNS ENTERPRISE</td><td>P.O. Box 70 Bamenda. Tel: 677617573</td></tr></table>	1	NEBAN ENTERPRISE	P.O. Box 484 Bamenda, Tel: 674717778	2	NGWATRA ENTERPRISE LTD	P.O. Box 28 Bamenda, Tel: 677745761	3	NUKUNS ENTERPRISE	P.O. Box 70 Bamenda. Tel: 677617573
1	NEBAN ENTERPRISE	P.O. Box 484 Bamenda, Tel: 674717778								
2	NGWATRA ENTERPRISE LTD	P.O. Box 28 Bamenda, Tel: 677745761								
3	NUKUNS ENTERPRISE	P.O. Box 70 Bamenda. Tel: 677617573								
4.1	Origin of building materials, equipment, materials, supplies and equipment: <b>The contractor has the choice of the source of building materials, construction products or components, subject to justifying they meet the conditions fixed by the contract.</b>									

### 6) Evaluation criteria

#### 6.1. *Eliminatory criteria*

- Failure to produce or replace an element of the administrative file within forty eight hours in the case of absence or non-conformity of this document;
- 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

#### 6.1. *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
- Sub Contracting
- Methodology for the execution of works





- 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
- Financial capacity and other financial bearings

**7. Language of bid:**

Bids shall either be presented in English or French language

**8. PRESENTATION OF THE TENDER.**

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

- A) **Administrative Documents**
  - B) **Technical Documents**
  - C) **Financial Documents**
- External envelope.**

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

<< **RESTRICTED NATIONAL INVITATION TO TENDER NO. \_\_\_\_ / RNIT/CDENO/ITB/2024 OF \_\_\_\_ / \_\_\_\_ /2024 FOR THE CONSTRUCTION OF TWO (2) HALLS FOR THE SALE OF FISH IN SOME LOCALITIES OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE**

>>

**To BE OPENED ONLY DURING THE BIDS OPENING SESSION >>**

N.B: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.

**INTERNAL ENVELOPES**

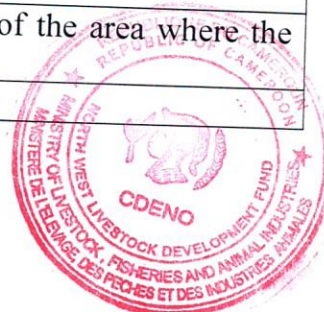
Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labeled;

<< **A: Administrative tender**>> and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

**ENVELOPE A: ADMINISTRATIVE DOCUMENTS.**

No.	DESIGNATION.
A1	Submission letter dated, signed, stamped and affixed a fiscal stamp
A2	An attestation of non-exclusion issued by the public contract regulatory Board (ARMP)
A3	Purchase receipt of tender file of 40,000FCFA issued by BICEC bank
A4	Valid tax payers' card
A5	An attestation of fiscal conformity
A6	Attestation of bank account in the name of the Enterprise
A7	An affidavit of non-bankruptcy issued by the court of 1 <sup>st</sup> instance of the area where the enterprise is registered
A8	Clearance certificate issued by National social Insurance Fund





A 9	Guarantee deposit for the tender (BID Bond) of <b>950,000FCFA</b> or its equivalent according to the attached model
A10	A copy of localization plan of the enterprise signed and dated
A11	A group agreement where applicable
A12	The power of Attorney or "Authorization" where necessary.
A13	Certificate of incorporation (registres de commerce).

The second envelope shall be labeled.

<< **B: TECHNICAL BID**>> and shall contain the technical tenders of the enterprise, which shall comprise the under mentioned documents.

**ENVELOPE B: TECHNICAL TENDER.**

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	References of the enterprise.	At least two Contracts or jobbing orders realized within the last five years	Amount of contract, copies of (1 <sup>st</sup> 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.
B2	Personnel list	<b>Works Supervisor:</b> At least a Civil engineer with at least 05 years' of professional experience	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 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
		<b>Foreman:</b> At least a Higher technician with at least 5 years experience in the field of construction	
		<b>Other support Staff:</b> Builder, carpenter, electrician, plumber holder of atleast CAP	
B3	Equipment	A concrete vibrator in good operating condition hired or owned	Bidders should provide Certified copies of cartegrise of vehicle or purchase receipts. For hired equipment, a lease contract duly notarised should be submitted
		Proof of vehicle (Pickup4x4 or van) (hired or owned)	
		Hand tools: These are small tools used in construction works (masonry tools, carpentry tools, iron monger tools etc.	
B4	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 clearly the organisation of the enterprise ( <i>methodology of execution, work schedule, site installation site visit, supply of materials, works to be sub-contracted, relating to the use of local manpower, etc.</i> )	Date, signature and stamp of bidder at the end of document
B5	Sub-contracting	Information on the sub-contractor	Date and signature of sub-contractor (only)





		(equipment, personnel, references, etc)	30% of the contract can be subcontracted)
B6	Technical specifications	Provided in tender file.	Initialed on every page and signed and stamp on the last page
B7	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC of at least 75% to the amount of the contract TTC	Date and signature of bank Manager in charge.

The third Internal Envelope shall be label

<<**Envelope C: Financial TENDER**>> and shall contain the following:

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	Submission letter	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. (see annexes 02 & 07 for format)
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. (see annex 13 for sample)
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

Each internal envelope shall carry the name of the enterprise and the corresponding nature of the tender.

## 9. BID PRICE

### 9.1 Currency of Bid

The currency applicable to this bid shall be the FCFA

### 9.2. The price of Jobbing Order shall not be revisable

Since the contract duration is less than 12 months, the prices of the Contract shall not be revisable during execution

### 9.3. International tender: Not applicable

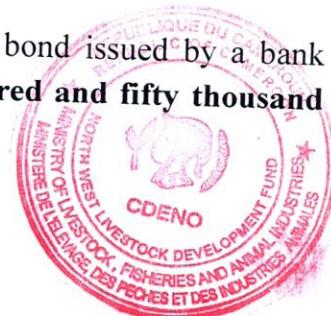
**9.4. Currency of the Contracting Authority:** The Currency of the contracting Authority (the Director of CDENO) shall be Francs CFA

**10. DURATION OF CONTRACT.** The maximum deadline for the job forming the subject of this invitation to tender shall be **Five (05) months** from the date of notification of each service order to start work.

## 11. PREPARATION AND SUBMISSION OF OFFER

### 11.1. BID BOND:

Each bidder must attach to his/her administrative documents a bid bond issued by a bank approved by the ministry of the Finance as amounting to **nine hundred and fifty thousand (950,000) FCFA**





### 11.2. Period of validity of bids

The period of validity of bids shall be 90 days from the date of submission of offers

### 11.3. The number of copies of the bids

Bids in English or French shall be submitted in seven (07) copies (one original and six (06) copies to the office of ADMINISTRATIVE DIRECTOR OF CDENO, SIGAMP UNIT on or before \_\_\_\_/\_\_\_\_/2024 at **11.00 am prompt** upon the issue of a receipt.

No bids shall be received after the time limit for the submitting of bids, and bids once submitted shall not be retrieved again for corrections or modifications.

### 11.4. Address of the Contracting Authority to be used for the submission of offers

Bids shall be submitted to CDENO main office, SIGAMP UNIT

### 11.5. The subject shall be Restricted National Invitation to tender No. \_\_\_\_\_ FOR THE CONSTRUCTION OF TWO (2) HALLS FOR THE SALE OF FISH IN SOME LOCALITIES OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE

**11.6. DELIVERY DEADLINE:** The maximum deadline for the job forming the subject of this invitation to tender shall be **three (03) months** from the date of notification of each service order for supply and the delivery schedules shall be done by the contracting authority

### 11.7. VENUE, TIME, OPENING OF BIDS AND EVALUATION OF TENDERS.

The opening of bids shall take place on the -----/2024 at **12.00 pm** in the CDENO conference hall Bamenda. The tenders shall be opened and evaluated following the evaluation sheet attached as Annexed

## 12. EVALUATION AND COMPARISON OF BIDS

### Conversion into a single currency

**12.1.** The currency retained for conversion into a single currency is the CFA francs and  
Source of exchange rate: Bank of Central African States (BEAC)

### 12.2 Date of exchange rate:

The date of exchange rate shall not be more than 28 days to the deadline for the submission of bids.

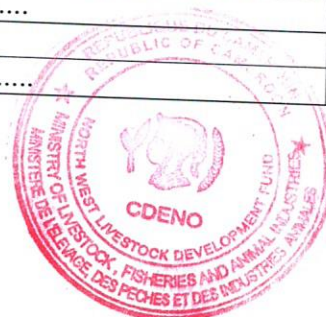
**13. AWARD OF THE JOBBING ORDER:** The contracting authority shall award the Contract to the bidder whose bid is judged to conform to the essentials of the tender specification, and who has submitted the most coherent bid and the lowest bid. But inconsistent and unrealistic offers will not be accepted.





**Evaluation grid for the construction of two halls for sale of fish in some localities of the North West Region.**

<b>General presentation of bids</b>	
-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.....	Yes/no
<b>TOTAL 1</b>	<b>/7</b>
<b>a. The company references</b>	
References of the company in civil construction or similar works for the past five years:	
-Minimum two (02) contracts registered (1 <sup>st</sup> and last page...../2 (1 mark per contract)	Yes/no
-Minimum two(02) reception minutes corresponding to the attached contracts...../2 (1 mark per contract)	Yes/no
<b>TOTAL 2</b>	<b>/4</b>
<b>b. Equipment</b>	
-Proof of a concrete mixer in good operating condition (hired or owned) .....	Yes/no
-Proof of a vehicle pick up 4x4 or van) (Hired or owned).....	Yes/no
Proof of ownership or hire of a concrete vibrator (Hired or owned)	Yes/no
Proof of ownership of a carpentry kit	Yes/No
Proof of ownership of a masonry kit	Yes/no
-Proof of plumbing tools kits .....	Yes/no
-	Yes/no
<b>TOTAL 3</b>	<b>/6</b>
<b>c. Qualification of site personnel</b>	
-Organizational chart of the enterprise.....	Yes/no
-Organizational chart with comments.....	Yes/no
<b>Works Supervisor : Civil Engineer</b>	
-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
<b>Site foreman: Civil Engineer Tehnician</b>	
-Diploma of Technician .....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated by site foreman.....	Yes/no
-Certified copy of valid national identity card.....	Yes/no
-Professional experience of at least five years.....	Yes/no
-Attestation of availability.....	Yes/no
<b>Chief Builder: CAP or equivalent in masonry with at least 3 years</b>	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-attestation of availability	Yes/no
-CV signed and dated.....	Yes/no





<b>Chief Carpenter: CAP or equivalent in Carpentry with at least 3 years</b>	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-attestation of availability	Yes/no
-CV signed and dated.....	Yes/no
<b>Chief plumber: CAP or equivalent in plumbing with at least 3 years</b>	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-attestation of availability	Yes/no
-CV signed and dated.....	Yes/no
<b>Chief Electrician: CAP or equivalent in electricity with at least 3 years</b>	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-attestation of availability	Yes/no
-CV signed and dated.....	Yes/no
<b>TOTAL 4</b>	<b>/30</b>
<b>The methodology of intervention and execution of work</b>	
-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 duly initialed on each page, signed and dated on the last page.....	Yes/no
<b>TOTAL 5</b>	<b>/13</b>
<b>e- Pre-financing</b>	
Attestation of credibility shall be at least 70% of the bid price.....	Yes/no
<b>TOTAL 6</b>	<b>/2</b>
<b>TOTAL=TOTAL1 + TOTAL2 + TOTAL3 + TOTAL 4 + TOTAL5 + TOTAL6</b>	<b>/62</b>

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





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





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- Article 4 - Language, applicable law Contract and regulations
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- Article 6 - General applicable instruments
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### Chapter II: Financial conditions

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- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
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- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
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### Chapter III: Execution of the works

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- Article 32 - Roles and responsibilities of the c Jobbing Order (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
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- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)





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#### **Chapter IV: Acceptance**

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- c. The supplier undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the Jobbing Order

#### **Article 5: Constituent documents of the Jobbing Order (Article 4 of GAC)**

The constituent contractual documents of this Jobbing Order in order of priority are

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

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

This contract shall be governed by the following general instruments:

- a) The instruments governing the professional corps;
- b) Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code;
- c) Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
- d) Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
- e) Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
- f) Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- g) Other instruments specific to the domain concerned in the contract.
- h) Circular no. 00001/PR/MINMAP/CAB of 25/4/2022 relating to the application of the public contract code
- i) Circular no.00000026/C/MINFI of 29/12/2023 on the instructions relating to the execution of the finance law, the monitoring and control of the execution of the Budgets of the State and other Public Entities for the year 2024

#### **Article 7: Communication (Article 6 of GAC supplemented)**

- a) The contractor and the contracting authority shall prohibit any communication relating to the performance of the work which is not confirmed in writing. Any operation outside the framework of this Jobbing Order will neither be recognized nor paid by the Contracting Authority unless they had been the object of a command written on his part. The contractor



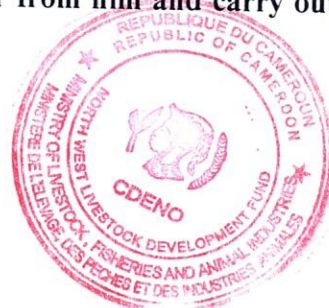
prior to the signing of the Jobbing Order must submit the coordinates of its representation in the region (location Plan, name and surnames) and telephone of the representative.

- b) The contractor will address all written notifications or correspondences to the Contract Engineer, and copy the Contracting Authority.

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

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

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





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

### **9.1 The Contract shall be in one phase**

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

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has 5 days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties

## **Chapter II: Financial conditions**

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

#### ***11.1 Final bond***

The final bond shall be set at 2% of the amount of the Jobbing Order, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract.

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

#### ***11.2 Performance bond***

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

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

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

It may be granted to the contractor on express request and without justification on his part, a start-up advance that is at most equal to twenty per cent (20%) of the amount of the contract TTC. The amount which must be covered by a bond from a bank duly recognized by the Ministry of Finance



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

The amount of this Jobbing Order as indicated by the attached estimates is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in letters) CFA francs Inclusive of All Taxes; that is:

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

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

The Project Owner shall release the sums due in the following manner:

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

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

Prices shall be firm

- a. Payments on account made to the supplier as advances shall not be revisable.
- b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

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

NOT APPLICABLE

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

NOT APPLICABLE

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

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

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

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

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

This Jobbing Order is at unit price,





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

NOT APPLICABLE

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

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

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

### **21.1 Establishment of works executed**

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

### **21.2 Monthly detailed account**

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

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

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

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

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

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

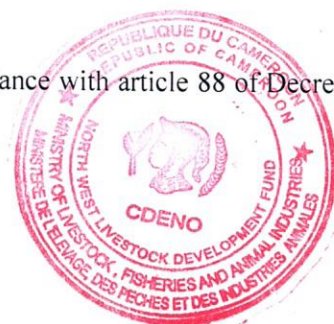
The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

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

### **21.3 Detailed account of start-off account**

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.





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

### **A. Penalties for delay**

23.1 The amount set for penalties for delays shall be set as follows:

- a) One two thousandth ( $1/2000^{\text{th}}$ ) of the initial Jobbing Order amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth ( $1/1000^{\text{th}}$ ) of the initial amount of the Jobbing Order inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

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

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

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

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

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

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

25.1 After completion of the works and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole Jobbing Order.

25.2 The time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager 20 days

25.3 The time-limit available to the contractor to return the signed final detailed account shall be 15 days

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

26.1 The time-limit available to the Contract Manager or the Project Manager to establish the general detailed account and forward to the contractor after final acceptance shall be 20 days

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

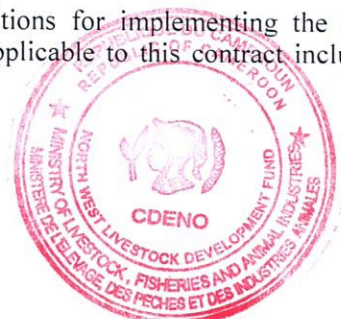
- the final detailed account,
- the balance
- the summary of monthly payments on account.

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

26.2 The time-limit available to the contractor to return the signed final detailed shall be 15 days

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

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





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

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

All taxes inclusive prices means VAT included.

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

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

### **Chapter III: Execution of works**

#### **Article 29: Nature of the works (article 46 of GAC)**

The works shall be as indicated in the Special Technical Conditions

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

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

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

#### **Article 31: Execution time-limit of the Jobbing Order (article 38 of the GAC)**

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

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

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

The detailed and general plan of progress of the works shall be communicated to the Project Manager in 3 copies at the beginning of each month

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

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

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

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

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





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

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

**35.1 Programme of works, Quality Assurance Plan and others (to be specified).**

a) Within thirty (30) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the Project Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

SIX (6) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

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

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

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

**35.2 Execution draft**

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of Project Manager at most one month prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Project Manager has a deadline of fifteen (15) days to examine and make known his observations. The contractor then has a deadline of eight days to present a new file including the said observations.

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

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

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





- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: the contractor shall confirm rigorously with the instructions of the project manager regarding signs on the project site.
- 36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

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

The Project Manager shall notify within 10 days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

A site installation committee shall comprise of the following

- The project owner or his representative – President
- The project Engineer – Secretary
- The project Manager - Member
- The representative of MINMAP
- The contractor

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

The part of the works to be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses

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

- 39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Manager has a deadline of 15 days to approve the contractor's personnel and laboratory as soon as the request is made.

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

- 40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.
- 40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

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

NOT APPLICABLE

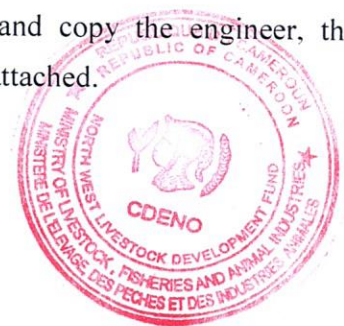
### **Chapter IV: Acceptance**

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

##### **(a) Technical receptions**

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

The contractor shall request in writing to the contracting authority and copy the engineer, the Organization of a provisional reception with copy of technical reception attached.



The provisional reception commission will be composed of the following members:

- |   |           |
|---|-----------|
| - The Administrative Director or his Representative               | President |
| - The Regional Delegate of Water and Energy NW (control Engineer) | Secretary |
| - The Regional Delegation MINMAP NW                               | Observer  |
| - The Store Accountant CDENO                                      | Member    |
| - The Project Manager   | Member    |
| - The contractor  | Observer  |

The quorum of the reception commission is achieved by the presence of 2/3 of its members.

**The contractor is convened at the reception as observer.** He is required to attend or to be represented.

His absence is equivalent to the total acceptance of the conclusions of the reception commission.

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

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

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

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

43.1 The list of the documents to be furnished within a time-limit of 30 days after provisional acceptance shall include:

- The AS BUILT PLAN)
- Administrative Documents

43.2 The amount to be retained on the caution in terms of penalty for non execution of works shall be 10% of the amount of the Jobbing Order all taxes inclusive.

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

The guarantee period shall be One year to run from the date of the provisional acceptance of the works.

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

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

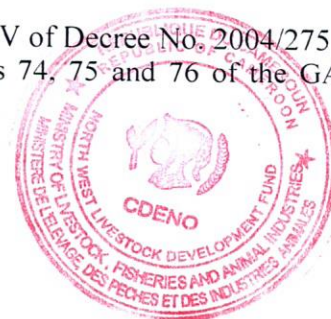
45.2 The procedure for final acceptance shall be the same as for provisional acceptance.

45.3 The member of the final reception shall be as those of provisional reception

### **Chapter V: Sundry provisions**

#### **Article 46: Termination of the Jobbing Order (article 74 of the GAC)**

The Jobbing Order may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:





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

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

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

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

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

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

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

#### **Article 49: Production and dissemination of this Jobbing Order**

15 copies of this Jobbing Order shall be produced at the cost of the contractor and furnished to the Contract Manager.

#### **Article 50 and last: Entry into force of the Jobbing Order**

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



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





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- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
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Article 41 - Use of explosives (article 60 of GAC)

#### **Chapter IV: Acceptance**

Article 42 - Provisional acceptance (article 67 of GAC)

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

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#### **Chapter V: Miscellaneous provisions**

Article 45 - Termination of the Jobbing Order et (article 74 of GAC)

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Article 48 - Drafting and dissemination of this Jobbing Order

Article 49 and last: Entry into force of the Jobbing Order





## Chapter I: General

### Article 1: Subject of tender

The Jobbing Order has as subject the **Construction of Two (2) Halls for the sale of fish some localities of the North West Region by emergency procedure.**

### Article 2: Award procedure (GAC supplemented)

The present jobbing order is awarded after an Open National Invitation to tender following the procedures laid down for the award of public contracts in Cameroon.

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

#### 3- General definitions

- The Contracting authority is **the Administrative Director of CDENO**. He is responsible for the general administrative, financial services forming the subject of the jobbing order and the conservation of the originals of the jobbing order / transmission of copies to ARMP and other stake holders involved in the execution of the Jobbing Order.
- The Project manager is **the Technical Service of CDENO**, responsible for the technical services forming the subject of the jobbing order
- The contract engineer is **the Regional Delegate of Public Works North West** and is responsible for the follow-up of the execution of the jobbing order

#### 4- Security

This jobbing order may be used as security, subject to any form of assignment of receivables. In this case:

- The authority in charge of ordering payment shall be **the Administrative Director of CDENO and the specialized Finance Controller of CDENO**.
- The body or official in charge of payment shall be the **Accounting Officer of CDENO**;
- The official competent to furnish information within the context of execution of this jobbing order shall be the contract manager and the contract engineer.
- **A follow up Commission** : not applicable here because of the amount of the jobbing order

### Article 4: Language, applicable law and regulation (GAC supplemented)

- d. The language used is that of the submission is either English or French,
- e. The laws and regulations are the laws and regulations in force in Cameroon;



- f. The supplier undertakes to observe laws, regulations, and order in force in the Republic of Cameroon, and as well in its own organization in the implementation of the jobbing order.

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

The constituent contractual documents of this jobbing order in order of priority are

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

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

This contract shall be governed by the following general instruments:

- a) The instruments governing the professional corps;
- b) Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code;
- c) Decree No. 2012/075 of 8 March 2012 to organize the Ministry of Public Contracts;
- d) Decree No. 2012/076 of 8 March 2012 to amend and supplement some provisions of Decree No. 048/2001 of 23 February 2001 on the creation, organization and functioning of the Public Contracts Regulatory Agency;
- e) Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency;
- f) Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- g) Other instruments specific to the domain concerned in the contract.
- h) Circular no. 00001/PR/MINMAP/CAB of 25/4/2022 relating to the application of the public contract code
- i) Circular no.00000026/C/MINFI of 29/12/2024 on the instructions relating to the execution of the finance law, the monitoring and control of the execution of the Budgets of the State and other Public Entities for the year 2024

#### **Article 7: Communication (Article 6 of GAC supplemented)**

- c) The contractor and the contracting authority shall prohibit any communication relating to the performance of the work which is not confirmed in writing. Any operation outside the framework of this jobbing order will neither be recognized nor paid by the Contracting Authority unless they had been the object of a command written on his part. The contractor





prior to the signing of the jobbing order must submit the coordinates of its representation in the region (location Plan, name and surnames) and telephone of the representative.

- d) The contractor will address all written notifications or correspondences to the contract engineer, and copy the Contracting Authority.

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

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

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

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

- 9.2 The Jobbing Order shall be in one phase





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

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

- 10.4 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.5 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has 5 days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.6 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties

**Chapter II: Financial conditions**

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

***11.1 Final bond***

The final bond shall be set at 2% of the amount of the contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract.

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

***11.4 Performance bond***

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

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

***11.5 Guarantee of start-off advance***

It may be granted to the contractor on express request and without justification on his part, a start-up advance that is at most equal to twenty per cent (20%) of the amount of the contract TTC. The amount which must be covered by a bond from a bank duly recognized by the Ministry of Finance

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

The amount of this contract as indicated by the attached [*detail or estimates*] is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in letters) CFA francs Inclusive of All Taxes; that is:





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

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

The Project Owner shall release the sums due in the following manner:

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

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

Prices shall be firm

- c. Payments on account made to the supplier as advances shall not be revisable.
- d. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

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

NOT APPLICABLE

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

NOT APPLICABLE

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

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

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

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

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

This contract is at unit price,.

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

NOT APPLICABLE



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

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

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

### **21.4 Establishment of works executed**

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

### **21.5 Monthly detailed account**

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

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

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

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

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

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

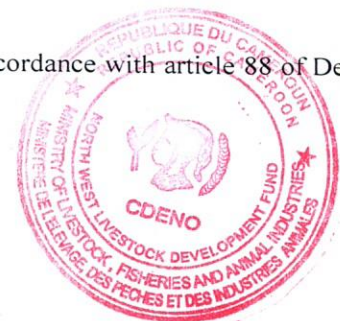
The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

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

### **21.6 Detailed account of start-off account**

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.





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

### **C. Penalties for delay**

23.4 The amount set for penalties for delays shall be set as follows:

- c) One two thousandth ( $1/2000^{\text{th}}$ ) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- d) One thousandth ( $1/1000^{\text{th}}$ ) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

### **D. Specific penalties [amount to be indicated]**

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

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

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

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

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

25.4 *[Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].*

After completion of the works and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.5 The time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager 20 days

25.6 The time-limit available to the contractor to return the signed final detailed account shall be 15 days

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

26.3 The time-limit available to the Contract Manager or the Project Manager to establish the general detailed account and forward to the contractor after final acceptance shall be 20 days

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

- the final detailed account,
- the balance
- the summary of monthly payments on account.



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

26.4 The time-limit available to the contractor to return the signed final detailed shall be 15 days

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

### **Chapter III: Execution of works**

#### **Article 29: Nature of the works (article 46 of GAC)**

The works shall be as indicated in the Special Technical Conditions

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

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

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

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

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





31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [*or that fixed in this Administrative Order- to be specified*].

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

The detailed and general plan of progress of the works shall be communicated to the Project Manager in 3 copies at the beginning of each month

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

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Manager Manager].

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

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

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

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

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

**35.3 Programme of works, Quality Assurance Plan and others (*to be specified*).**

e) Within a minimum deadline of [*thirty (30) days*] from the date of notification of the Administrative Order to commence execution, the contractor shall submit in [*six (6)*] copies for the approval of [*Contract Manager after the endorsement of the Project Manager (or Project Engineer)*] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

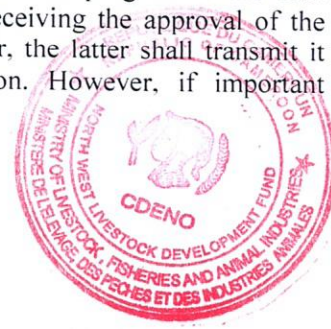
Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of reception with:

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

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

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important



modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- f) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites
- g) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- h) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

#### **35.4 Execution draft**

- c) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most one month (*specify the duration which must not exceed one month*) prior to the date provided for the commencement of execution of the corresponding part of the structure.
- d) The [Contract Manager or Project Manager] has a deadline of [*fifteen (15) days*] to examine and make known his observations. The contractor then has a deadline of [*eight days*] to present a new file including the said observations.

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

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

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

36.5 The services to inform in case of interruption of traffic or along the deviated itinerary: [*To be specified in accordance with article 50(2) of the GAC*].

36.6 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

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

The Project Manager shall notify within [*specify*] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

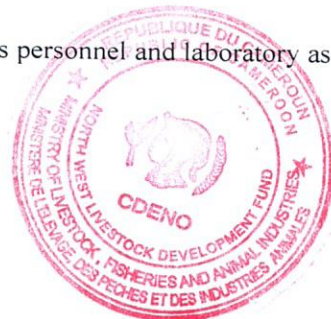
#### **Article 38: Sub-contracting (article 54 of the GAC)**

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

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

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

39.4 The Contract Manager has a deadline of [*specify*] days to approve the contractor's personnel and laboratory as soon as the request is made.





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

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

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

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

*[Specify the possible restrictions or bans]*

### Chapter IV: Acceptance

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

##### (b) Technical receptions

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

The contractor shall request in writing to the contracting authority and copy the engineer, the Organization of a provisional reception with copy of technical reception attached.

The provisional reception commission will be composed of the following members:

- |   |           |
|---|-----------|
| - The Administrative Director or his Representative           | President |
| - The Regional Delegate of Public Works NW (control Engineer) | Secretary |
| - The Regional Delegation MINMAP NW                           | Observer  |
| - The Store Accountant CDENO                                  | Member    |
| - The Project Manager   | Member    |
| - The contractor  | Observer  |

The quorum of the reception commission is achieved by the presence of 2/3 of its members.

**The contractor is convened at the reception as observer.** He is required to attend or to be represented. His absence is equivalent to the total acceptance of the conclusions of the reception commission.

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

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



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

42.1 *[Indicate if partial acceptance is provided for].*

42.2 *[Indicate if the guarantee period commences or not at the date of acceptance of this partial acceptance].*

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

43.3 The list of the documents to be furnished within a time-limit of 30 days after provisional acceptance shall include:

- The AS BUILT PLAN)
- Administrative Documents

43.4 The amount to be retained on the caution in terms of penalty for non execution of works shall be 10% of the amount of the contract all taxes inclusive.

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

The guarantee period shall be One year to run from the date of the provisional acceptance of the works.

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

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

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

45.6 The member of the final reception shall be as those of provisional reception

**Chapter V: Sundry provisions**

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

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

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

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

- *Rainfall: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*





- Flood: decennial flood frequency.

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

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

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

15 copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

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

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



**DOCUMENT N°5 :**  
**THE SPECIAL TECHNICAL CONDITIONS (CCTP)**





## TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF THE STRUCTURE

### **A. GENERALITIES.**

These present descriptive notes and technical specifications are drawn up for the purpose of execution of the construction of cattle vaccination crushes as indicated on the site working drawings. This handwork is for those who execute, supervise and the client, to direct and guide towards quality assurance, choices of materials, method of job execution and conditions of execution in order to achieve the expected outcome which is a satisfactory finished project. Building materials concerned are generally what is accepted in the construction industry and only qualified technicians are required to transform these materials into the structure clearly shown on the working drawings as its aesthetics is also very much dependent on the manipulation of the carefully chosen materials. The different phases of the project shall be realized in conformity with the present technical specifications and under the strict control of seasoned Agric/civil engineers and competent technicians.

The selected site has been found favorable to the envisaged structure in terms of geotechnical cross-section, atmospheric conditions, topography, sewage disposal, and automobile and pedestrian accessibility.

### **B. PRELIMINARY WORKS**

These present technical specifications are aimed at prescribing the norms relative to the CONSTRUCTION OF TWO SMALL HALLS FOR THE SALE OF FISH IN SOME LOCALITIES OF THE NORTH WEST REGION. The different phases of the project shall be realized in conformity with the present technical specifications. The works shall be realized under the strict control of seasoned Agric/civil engineers and competent technicians.

#### **B.1. Building Site Installations.**

The contractor shall clear the site of all trees/debris, do mass excavation to level up the site, and set up temporary structures and facilities needed to execute the works, such as:

- Offices of the contractor equipped with tables, chairs and lock-up cupboards.
- Building site toilet facility (as necessary)
- Storage for building materials, etc.

#### **B.2. Connection to Water Utility Networks:**

Connect to the CDE water supply network, where possible, or any other solution acceptable to the supervisor, if the CDE network is not available. The contractor shall be responsible for the constant supply of sufficient water to the project site.

He shall not, under any circumstance, use excuse that those supplying him with water or CDE have failed in their assignment to justify delays in the execution of the contract. The water used must be of an acceptable quality for the works.



### **B.3. Sanitation**

The contractor shall ensure the availability and use of toilet facilities at the work site for his workers and those providing ancillary services on the site

### **C. WORKS TO BE EXECUTED**

- Preparatory works and studies
- Earth Works
- Foundation & Elevation (block works)
- Concreting works
- Roofing works
- Metallic works
- Drainage works
- Painting works

#### **C.1. Earthworks**

Demolition, clearance of debris and trench excavation works shall be done manually and /or mechanically with due care taken not to cause damage to adjoining property. Trenches large enough for workers to operate in shall be dug to receive pad foundation and appropriately located footings for pillars which shall be linked by ground beams. These operations shall be done under the close supervision of the control Engineer. The foundation width and depth shall be done strictly to the detailed structural drawings and calculation table specifically prepared for that purpose.

#### **C.2. Blinding Concrete**

A 5cm thick lean concrete mix of 150kg/m<sup>3</sup> (cpj 325) shall be laid under pad foundations and pillar footings.

#### **C.4. Mass Concrete**

The ground floors and outdoor pavements of this building shall be of mass concrete dosed at 300kg/m<sup>3</sup> In conformity with the rules and regulations regarding pavements, and with finishes as required by the design.

#### **C.5. Reinforced concrete**

The skeleton (framework) of this building consists of R.C beams and pillars, which must be cast in-situ and in accordance with the rules of CP 110 and batching done according to trial batches or Dreux method, by weight and or volume, closely supervised by the Engineer in charge. Mixing, transportation- placing





and vibration of all concrete works shall be done manually and or mechanically. Reinforced concrete for pillars, beams, lintels, ribs to upper floors, and the ring beam shall be dosed at  $350\text{kg/m}^3$ .

Based on the structural analysis to be done by a qualified structural Engineer, the magnitude of the dead and live loads shall be determined to permit a safe structural designed of the buildings.

The ground floors shall receive 10cm thick mass concrete dosed at  $300\text{kg/m}^3$ . Laid on a layer of hardcore the thickness of which shall be determined and approved by the control Engineer.

The coarse aggregates shall be of class 15/25 and free from organic impurities and any substances that may adversely affect the strength and workability of the concrete. Cast concrete shall be cured as required by the art to permit it achieve maximum strength.

#### **C.6. Reception for Reinforcements**

Before concrete is cast, the contractor must inform the supervisor that work has been completed in the assembling of reinforcements so that they can be approved. The control Engineer shall indicate "Good for concreting" on the building site log, A after reception, there by authorizing the contractor to proceed.

#### **C.7. Formwork**

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

- If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly jointed. The maximum space in level between the joints should be 2mm. The maximum difference in level between two jointed planks should be 3mm.
- If the ordinary form is made with fibre board or plywood, the sides must be properly jointed and be at the same level. The tolerated space between joints should be same as those between sawn timbers.
- Form work for Reservations or recesses  
Recesses intended for masonry fitting or other uses should be made using appropriate forms. Such forms should be put together in such a way that their parts can be removed without damage to the structure.

### ***D. PRE-CASTING PREPARATIONS***

#### **1. Cleanliness of forms**

The form must be free from hydrocarbon products such as grease, etc. or rust. If there are any stains, these must be thoroughly cleaned up.

#### **2. Cleaning**

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

#### **3. Watering**

Timber forms must be sufficiently watered before concreting. They should be watered several times to make the wood as wet as possible, causing it to swell and close any gaps in the joint.

The wet surfaces must not, however, be dripping with water. Excess water shall be blown out using compressed air.

#### **4. Coating with oil**

The following shall be oiled before concreting

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

- **Maintenance**

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

- **Safety of workers and others on site**

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

### ***E. Constituent Materials of Reinforced concrete***

- **Crushed Aggregate**

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

- Crushed 0/5 gravel (river sand)
- Crushed 5/15 fine gravel
- Crushed 15/25 coarse gravel
- Natural or crushed sand 0/5 (the quantity retained on a 5mm sieve must be less than 10% Crushed aggregate supplied 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 igneous rocks, free impurities, organic matter, dust, mud and clay; and should not stick to grip.

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, clay, debris and organic particles.

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

- For mortar 0/2mm
- For reinforced concrete 0/5mm
- For mass concrete 10/5mm
- Cleanliness: 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 for immediate inspection and approval.

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.

Those that do not meet the<sup>1</sup> standard 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 20 cm above the ground.

### ***F. Reinforcements***

All reinforcing bars or mesh must comply with BALE 91 specifications. Iron rods must have French AFNOR 35.001 standard characteristics or similar. All reinforcing bars used in the building 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 upon the approval of the control engineer.

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 kneel 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.

### ***G. 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 pouring shall be accompanied through vibration using a mechanical (hand) vibrator.

All reinforcing bars shall 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 reinforcing bars to prevent them from being jabbed or displaced during concreting. He should also add braces (sleeves, tubes, pipes, angle blocks, pre-frames, etc.) to keep the structures firmly set up. Concrete reinforcement shall be assembled to the exact dimensions indicated in the drawings provided by the structural engineer or the contractor.

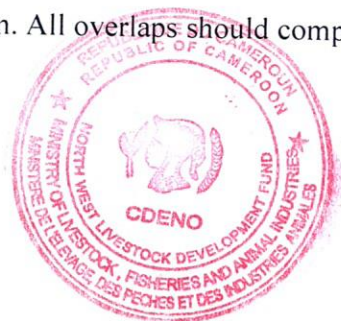
Reinforcements must be assembled in the workshop at the building site. They should never be assembled inside the form box if the check boards have already been put in place.

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

The concrete shim should have wires to be used in tying them to the reinforcement. 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 control Engineer or site supervisor shall request for tensile strength tests on the samples taken from the batch. Such tests shall be done at the contractor's expense. The tests shall be carried out by a competent and approved body.

For floor ribs, all measures shall be taken to keep the bars raised and properly positioned around the supports. Enough vertical stirrups 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 forms. The reinforcing bars, whether assembled or not, should be stored on boards and not on bare ground. The iron rods used must be supplied by a reputable and approved manufacturer with guaranteed and stamped production quality. The 6 mm diameter iron rods could be used for circles with diameters of 200:0. The iron rods supplied must be at least 11 m long.

**Concrete should be transported from the place where it mixed to the place of use in concrete buckets, wheelbarrows or head pans.**

Before concreting construction joints, the surface of the old concrete must be thoroughly cleaned of any particles using compressed air, repeatedly to reveal gravels, thus eliminating deposits 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 this must comply with producer's instructions.

The formwork should never be removed earlier than 21 to 28 days, time to allow the concrete acquired its maximum strength.

#### ***H. MASONRY***

The foundation walls shall be done either in igneous (black stones) rocks either shaped or not as the need may be or hollow sandcrete foundation block of 20x20x40 cm field with concrete mixed at 150kg/m<sup>3</sup> using cement mortar dosed at 350/m<sup>3</sup>. The walls shall be erected with hollow sandcrete blocks of 15x20x40cm as shown on the working drawings using cement mortar dosed at 350/m<sup>3</sup>.

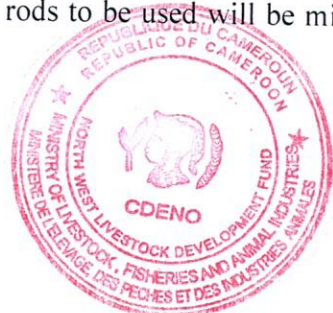
#### ***I. PLASTERING***

The bearing surface shall be cleaned, from any trace of dust or products resulting from the removal of the formwork. Two base coats of plaster, respectively 1.5cm thick and a finished coat of 0.5cm thick shall be applied on the walls using cement mortar dosed at 400kg/m<sup>3</sup>.

#### ***J. GALVANISED IRON STEEL PIPES***

All Iron Steel Pipes shall be specifications **G.I pipes of Diameter 60mm**. The steel will have characteristics of the **Standard French 35.00IAFNOR and 3.6mm thick, weight 15kg, purely galvanized**. They will be used on the bars of the crushes and shall be linked to another via concrete.

In case of doubt on the quality of steels supplied on site, the employer or representative of the contractor or, where applicable, the designated contractor may request, the responsibility of the company, to test on samples taken on site. The tests will be carried out by any approved body. The reinforcements will be applied in minimum length of 12meters. The reinforcement iron rods to be used will be mild or high yield steel. No use of recycled and rusted rods is permissible.



## **K. CAPENTARY AND JOINERY.**

Timber shall be obtained locally. It shall be well seasoned to at most 20% moisture content and shall be free from shakes, defects, insect attacks and dry rot. All door frames shall be made with hard wood. Roofing timber shall be recommended sections of mature eucalyptus well sawn and trimmed to sizes.

## **L. OPENINGS**

### **- Metallic/Wooden Doors**

All the doors and windows shall be of high-quality glass and metal (aluminum) or wood properly finished and in conformity with the dimensions on the working drawing. They shall be a subject of approval of the control engineer on the site before fitting is carried out.

## **M. ELECTRICITY**

Cable sleeves: They shall consist of flexible insulation tubes, diameter of 16mm embedded in to the block work.

Cable: They shall be of 2.5mm<sup>2</sup> (of type TH) single shall be run inside flexible insulation tubes for power outlets and switches that shall be embedded in walls as prescribed above. As a general rule, the following sections shall be taken, that is, 1.5mm<sup>2</sup> for lighting circuits and 2.5mm<sup>2</sup> for outlet circuits.

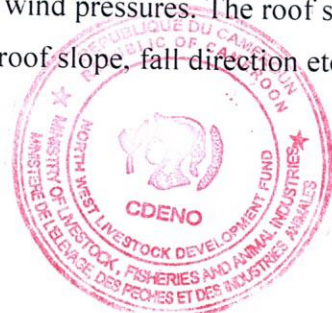
Lighting equipment: It will consist of) fluorescent lamps of 1.20m or modern energy saving light bulbs, fitted inside each of the business, living or circulation spaces and at the rear ends of the buildings to act as security lamps. Model of good lamps shall be Philips, Mazda, turbo, etc or any modern acceptable stander approved by the engineer together with the client.

Switches: A two-way two gang fuse box has to be provided at the supply inlet for connection to the necessary network. A master's switch shall be put above the main black board to control the sockets. The building(s) shall be separately and properly earthed.

NB: Generally, electrical installations should be carried out in conformity with the rules and regulations of ENEO.

## **N. ROOF COVERING**

All timber for the roof truss shall be mature well- seasoned eucalyptus, and shall be of straight grains, without defects and treated against insects' attack with carbonyl. Most of the roof truss shall be triangular. The rafters shall be of 2"x6" (5x15cm) and the purlins 2"x4" (5x8cm) oblique, horizontal and vertical wind braces shall be done to secure the truss from possible up heave due to wind pressures. The roof shall be tied to the building by diameter 6mm extended reinforcement bars. The roof slope, fall direction etc, is





chosen in accordance with the manufacturers (AUBAC) specification, atmospheric conditions aesthetic and longevity. The sheathing shall be 6/10 mm- corrugated Tole-bac sheets. They shall be screwed or nailed to the purlins by carefully chosen qualified and skillful technicians under the close supervision of the architect and project engineer. The fascia boards shall be of metal sheets with a finish hue to be determined by the architect in close collaboration with the client.

#### **O. CEILING**

The ceiling shall be executed with 4mm hard (red) plywood fixed on solidly nailed preserved noggins and painted as mentioned above or as prescribed in the bill of quantities and estimates.

#### **P. PAINTING**

The contractor must carefully examine the surface to be painted before work starts.

The external wall surfaces shall be done in advancing hues while the internal surfaces shall be done in receding hues. Colour pigments, lighting systems and either intensities shall be chosen such as to enhance the illumination of the spaces. The first or primary coat shall be done in weak glue (white wash) and shall be applied to receive the final or finishing coat.

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

Metallic surfaces shall be carefully brushed and washed before applying oil paint.

#### **L. MITIGATING THE RISK ON THE ENVIRONMENT**

These standard clauses constitute the environmental regulations relating to the construction works to be carried out in the realization of this project.

The contractor selected to execute the works shall have to implement not only measures aimed at mitigating the socio-environmental impacts of the projects but also environmental and social clauses below. It should be stressed that these clauses apply to all types of projects, the main contractor as well as all subcontractors or dealers.

These measures include:

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

A reduction in sound (noise) affects due to the movements of the equipment and machines within the construction site;

Non obstruction of the existing drainage ways, or the deposit of waste in the stream channels; Putting in place of a management plans for oils, fuel, lubricants and other dangerous products during construction



and running of the project. This plan will have to include the recuperation of the above-mentioned products and their transfer to specialized companies for treatment;

Automatic spot of work in the event of discovery of an archaeological or historical artifact, and to report immediately to the local services of the ministry of culture;

Prohibition to transport or drive out game, hunting and non-timber forest products by the personnel working on the site;

Put at the disposal of the personnel working on the site adequate equipment for potable water and use of domestic water;

Priority for recruitment of local labour, as well as the use of local materials;

- Putting of warning signs (sign board) at building site during and after work;  
Putting speed limits warning signs as well as order to promote the safety and health of the resident population and of site workers;
- The wearing of appropriate equipment & attire (e.g. work clothes) by site workers;

Restoring (putting back to its original nature) gradually the installations on the building site at the end of works;

Organizing information and sensitization campaigns for site workers and the beneficiary populations, on health risks, risks of accidents, and on the impacts of poaching.

According to the various phases of the work, under the control of contracting authority assisted by the local representatives of the MINTP, the provisions here-in will have to be considered or implemented by the contractor.

#### **Q. Starting of work and sensitization of stakeholders**

Before the effective start of execution of the work, the company or enterprise must prepare an environmental action plan specifying all the environmental measures to be implemented, as well as rules of procedures mentioning in a specific way the safety Requirements and-in particular, the wearing of appropriate equipment (work clothes) the speed limit wearing signs, prohibition of alcohol consumptions during working hours, to transport or hunt game, to abusively use wood for fuel, as well as the sensitization of the personnel on the dangers of the STI/SIDA, the respect of the customs and the habits of the people of the specific localities.

These rules must be pasted at visible locations within the construction site.

On the other hand, an information of sensitization campaign of the personnel and residents will have thus to be organized beforehand and their attentions drawn to all these aspects, including the calendar of execution and the employment opportunities. This sensitization campaign will have to continue during the execution phase of the works.





## ***R. BRIEF DESCRIPTION OF WORKS***

This project constitutes of the construction a building which include;

- The hall measuring 6m x 7.85m internally for the display and sale of fish.
- An office for a care-taker.
- Two toilets for male and female users.

REMARK; Refer to the working drawings for the detailed distribution of the project.

### ***R.1. TECHNIQUES AND REFERENCE DOCUMENTS***

For the execution of the work, the contractor will be subject to the requirements and the 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 in Cameroon related to construction and urban planning
- The notes books of the clauses and conditions imposed on the construction of the public works and buildings in the Republic of Cameroon
- Standards (AFNOR-CSTB) And technical documents unified (DTU)

### ***R.2 TRIALS AND TESTS***

Any of such test necessary and required for works of this structure are the responsibilities of the implementing company, including studies of the working drawings and calculations guaranteed by him. All complementary studies where necessary will be submitted to the approval of the controller or project engineer.

The contractor shall ensure that 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 tests it deems necessary at any time. This test 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 passed through the controller or project engineer for review and approval.

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



# DOCUMENT NO. 7: SCHEDULE OF UNIT AND ALL-IN PRICES

REF	DESIGNATION	UNIT	AMOUNT IN FIGURES	AMOUNT IN WORDS
	<b>LOT 100- PRELIMINARY WORKS</b>			
101	Site installation, Conveyance and folding up of equipment	LS		
102	Site clearance	m <sup>2</sup>		
103	Construction of site hut	LS		
	<b>LOT 200- EARTHWORK AND FOUNDATION</b>			
	<b>BLOCK WORK AND CONCRETING</b>			
201	Excavation to make up level and setting out	LS		
202	Excavating of foundation trenches & footings	m <sup>3</sup>		
203	Blinding concrete batched @ 150kg/m <sup>3</sup>	m <sup>3</sup>		
204	Reinforced concrete for footing, pillars and ground beam at 350kg/m <sup>3</sup>	m <sup>3</sup>		
205	Foundation wall with frog filled block of 20*20*40cm	m <sup>2</sup>		
206	Backfilling of Foundation with selected laterite soil	m <sup>3</sup>		
207	Thick Nylon paper for DPC & DPM on a 5cm sand layer	m <sup>2</sup>		
208	Mass concrete floor (10cm thick dosed at 300kg/m <sup>3</sup> )	m <sup>3</sup>		
	<b>LOT 300- WALL ELEVATION AND PLASTERING/CONCRETING WORKS</b>			
301	R.C. for columns, beams, & lintels batched @ 350kg/m <sup>3</sup>	m <sup>3</sup>		
302	Block of 15x20x40cm	m <sup>2</sup>		
305	Plastering with cement mortar @ 350kg/m <sup>3</sup>	m <sup>2</sup>		
306	General Dressing works on Parapet at main entrance, isolated pillars and beams with cement mortar dosed at 350kg/m <sup>3</sup>	LS		
	<b>LOT 400 - ROOFING AND CEILING WORKS</b>			
401	Truss (5x15) cm/rafters with treated hardwood	m <sup>3</sup>		
402	Purlins and noggings (5x8) cm with treated hardwood	m <sup>3</sup>		





403	supply and fix 5/10 colour tole bac roofing sheet including all accessories	m <sup>2</sup>		
404	supply and fix of 4m top ridge (4/10)	ml		
405	supply and fix facia board lining 4/10 including all accessories	ml		
406	supply and fix facia board with cut tole tole-back 4/10 including all accessories	m <sup>2</sup>		
408	supply and fix gutters (4/10) at the eaves of the roof including all accessories	ml		
409	supply and fix colour tole-Lise (4/10) for ceiling round external eaves with nogging including all accessories	m <sup>2</sup>		
410	Assorted nails and other accessories	ls		
411	supply and fix roof water drainage pipes including all accessories (PVC Nomalesae Ø100mm)	ml		
412	Complete Plywood Ceiling for all surfaces	m <sup>2</sup>		
	<b>LOT 500- WOOD, ALUMINIUM/GLASS AND METALIC WORKS</b>			
501	Complete metallic door (1.55x2.40) with zinc 12/10	u		
502	Supply and fitting of Window Protectors with square rod Ø14	m <sup>2</sup>		
503	Complete Wooden doors with well-seasoned hard wood (0.9*2.10/.7x2.10m) for Office & toilets	u		
504	Supply and fit aluminum windows with 5mm thick glass	m <sup>2</sup>		
	<b>LOT 600- SANITATRY AND PLUMBING WORKS</b>			
601	Construction of Septic Tank & Soak away Pit	LS		
602	Inspection chambers	u		
603	Laying of Supply & evacuation pipes with fittings	LS		
604	Complete Wash-hand basins (suspended on wall)	u		
605	Complete WC	u		
606	Complete showers	u		
607	Toilet Mirrow	u		
608	Toilet Roll Holder	u		
609	Towel Hanger	u		
610	Soap Holder	u		
611	Connection to Community water network	LS		



612	Other accessories / Miscellaneous	LS		
	<b>LOT 700-ELETRICITY</b>			
701	Earthling the building including copper cable, terminal block, earth cable and all accessories	LS		
702	supplying and fitting of junction boxes, Fuse boxes, and other accessories	LS		
703	supply and fix simple fluorescent lamps	u		
704	supply and fix 3P sockets	u		
705	supply and install cables V. G. V 1.5mm2 for lighting and 2.5mm2 for sockets and TV Cable	LS		
706	flexible conduit pipes (25mm)	roll		
707	connection to existing electricity network (ENEO)+ other accessories	LS		
	<b>LOT 800- TILING WORKS</b>			
801	Non glazed ceramic tiles for Toilet floors 40x40cm	m <sup>2</sup>		
802	Wall Tiles for toilets @ 2.0m height	m <sup>2</sup>		
	<b>LOT 900- PAINTING WORKS</b>			
901	Supply and apply pantex 1300 to external walls including quicklime undercoat	m2		
902	supply and apply pantex 800 to internal walls including quicklime undercoat	m2		
903	supply and apply pantex 800 to plywood ceiling	m2		
	<b>LOT - 1000 EXTERNAL WORKS</b>			
1001	provision of access ramps in front	m3		





## DOCUMENT NO. 8: DETAILED ESTIMATES FOR 2024

REF	DESIGNATION	UNIT	QTY	UNIT COST per crushes	Number halls for 2024	Total amount for 2 halls
<b>LOT 100- PRELIMINARY WORKS</b>						
101	Site installation, Conveyance and folding up of equipment	LS	1		2	
102	Site clearance	m <sup>2</sup>	500		2	
103	Construction of site hut	LS	1		2	
<b>SUBS TOTAL 100</b>						
<b>LOT 200- EARTHWORK AND FOUNDATION</b>						
<b>BLOCK WORK AND CONCRETING</b>						
201	Excavation to make up level and setting out	LS	1		2	
202	Excavating of foundation trenches & footings	m <sup>3</sup>	27		2	
203	Blinding concrete batched @ 150kg/m <sup>3</sup>	m <sup>3</sup>	1.5		2	
204	Reinforced concrete for footing, pillars and ground bean at 350kg/m <sup>3</sup>	m <sup>3</sup>	4.5		2	
205	Foundation wall with frog filled block of 20*20*40cm	m <sup>2</sup>	40		2	
206	Backfilling of Foundation with selected laterite soil	m <sup>3</sup>	25		2	
207	Thick Nylon paper for DPC & DPM on a 5cm sand layer	m <sup>2</sup>	70		2	
208	Mass concrete floor (10cm thick dosed at 300kg/m <sup>3</sup> )	m <sup>3</sup>	6.5		2	
<b>SUB TOTAL 200</b>						
<b>LOT 300- WALL ELEVATION AND PLASTERING/CONCRETING WORKS</b>						
301	R.C. for columns, beams, & lintels batched @ 350kg/m <sup>3</sup>	m <sup>3</sup>	4.5		2	
302	Block of 15x20x40cm	m <sup>2</sup>	120		2	
305	Plastering with cement mortar @ 350kg/m <sup>3</sup>	m <sup>2</sup>	240		2	
306	General Dressing works on Parapet at main entrance, isolated pillars and beams with cement mortar dosed at 350kg/m <sup>3</sup>	LS	1		2	
<b>SUB- TOTAL 300</b>						
<b>LOT 400 - ROOFING AND CEILING WORKS</b>						
401	Truss (5x15) cm/rafters with treated	m <sup>3</sup>	2.5		2	





	hardwood				2	
402	Purlins and noggings (5x8) cm with treated hardwood	m <sup>3</sup>	1			
403	supply and fix 5/10 colour tole bac roofing sheet including all accessories	m <sup>2</sup>	140		2	
404	supply and fix of 4m top ridge (4/10)	ml	30			
405	supply and fix fascia board lining 4/10 including all accessories	ml	40		2	
406	supply and fix fascia board with cut tole tole-back 4/10 including all accessories	m <sup>2</sup>	12		2	
408	supply and fix gutters (4/10) at the eaves of the roof including all accessories	ml	40		2	
409	supply and fix colour tole-Lise (4/10) for ceiling round external eaves with nogging including all accessories	m <sup>2</sup>	30			
410	Assorted nails and other accessories	ls	1		2	
411	supply and fix roof water drainage pipes including all accessories (PVC Nomalesae Ø100mm)	ml	36		2	
412	Complete Plywood Ceiling for all surfaces	m <sup>2</sup>	65		2	
	<b>SUB-TOTAL 400</b>					
	<b>LOT 500- WOOD, ALUMINIUM/GLASS AND METALIC WORKS</b>					
501	Complete metallic door (1.55x2.40) with zinc 12/10	u	1		2	
502	Supply and fitting of Window Protectors with square rod Ø14	m <sup>2</sup>	15			
503	Complete Wooden doors with well-seasoned hard wood (0.9*2.10/.7x2.10m) for Office & toilets	u	3		2	
504	Supply and fit aluminum windows with 5mm thick glass	m <sup>2</sup>	15		2	
	<b>SUB- TOTAL 500</b>					
	<b>LOT 600- SANITATRY AND PLUMBING WORKS</b>					
601	Construction of Septic Tank & Soak away Pit	LS	1		2	
602	Inspection chambers	u	4			
603	Laying of Supply & evacuation pipes with fittings	LS	1		2	
604	Complete Wash-hand basins (suspended on wall)	u	2			
605	Complete WC	u	2		2	





606	Complete showers	u	2		
607	Toilet Mirror	u	2		2
608	Toilet Roll Holder	u	2		2
609	Towel Hanger	u	2		2
610	Soap Holder	u	2		2
611	Connection to Community water network	LS	1		2
612	Other accessories / Miscellaneous	LS	1		2
<b>SUB- TOTAL 600</b>					
<b>LOT 700-ELETRICITY</b>					
701	Earthling the building including copper cable, terminal block, earth cable and all accessories	LS	1		2
702	supplying and fitting of junction boxes, Fuse boxes, and other accessories	LS	1		2
703	supply and fix simple fluorescent lamps	u	12		2
704	supply and fix 3P sockets	u	6		2
705	supply and install cables V. G. V 1.5mm2 for lighting and 2.5mm2 for sockets and TV Cable	LS	1		2
706	flexible conduit pipes (25mm)	roll	3		2
707	connection to existing electricity network (ENE0)+ other accessories	LS	1		2
<b>SUB- TOTAL 700</b>					
<b>LOT 800- TILING WORKS</b>					
801	Non glazed ceramic tiles for Toilet floors 40x40cm	m <sup>2</sup>	4		2
802	Wall Tiles for toilets @ 2.0m height	m <sup>2</sup>	28		2
<b>SUB- TOTAL 800</b>					
<b>LOT 900- PAINTING WORKS</b>					
901	Supply and apply pantex 1300 to external walls including quicklime undercoat	m2	120		2
902	supply and apply pantex 800 to internal walls including quicklime undercoat	m2	120		2
903	supply and apply pantex 800 to plywood ceiling	m2	65		2
<b>SUB- TOTAL 900</b>					
<b>LOT - 1000 EXTERNAL WORKS</b>					
1001	provision of access ramps in front	m3	1.5		2
<b>SUB-TOTAL 1002</b>					



SUMMARY			
DESCRIPTION	TOTAL		
LOT 100: PPRELIMINARY WORKS			
LOT 200: EARTHWORK AND FOUNDATION			
LOT 300: WALL ELEVATION AND PLASTERING/CONCRETING WORKS			
LOT 400: ROOFING AND CEILING WORKS			
LOT 500 WOOD, ALUMINIUM/GLASS AND METALIC WORKS			
LOT 600: SANITATRY AND PLUMBING WORKS			
LOT 700: ELETRICITY			
LOT 800: TILING WORKS			
LOT 900: PAINTING WORKS			
LOT 1000: EXTERNAL WORKS			
<b>GENERAL TOTAL WITHOUT V.A.T (T H T)</b>			
VAT 19,25% T H T			
<b>GENERAL TOTAL WITH V.A.T (TTC)</b>			
ADVANCE TAXE 5,5% T H T			
<b>NET PAYMENT</b>			

Close the present Cost Estimate at the sum of:  
 ..... inclusive of all taxes.





**DOCUMENT NO. 9:**  
**SCHEDULE OF SUB DETAIL OF UNIT PRICES**



DESIGNATION:

N°prix	Rendement journalier		Quantité totale	Unité	Durée activité
Main d'œuvre	CATEGORIE	Nbre	Salaire journalier	jours facturés	Montant
TOTAL A					
Matériel et Engins	TYPE	Nbre	Taux journalier	jours facturés	Montant
TOTAL B					
Matériaux et Divers	TYPE	Unité	Prix unitaire	Quantité	Montant
TOTAL C					
D	TOTAL COUT DIRECTS A+B+C				
E	Frais généraux de chantier			Dx%	
F	Frais généraux 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 No. 9

**MODEL CONTRACT**



REPUBLIQUE DU CAMEROUN  
PAIX- TRAVAIL-PATRIE  
MINISTERE DE L'ELEVAGE, DES PECHEES  
ET DES INDUSTRIES ANIMALES  
CAISSE DE DEVELOPPEMENT DE  
L'ELEVAGE DU NORD-OUEST (CDENO)

Tel. Fax: (237) 233 36:26:15  
Email: cdenobda@yahoo.com

REPUBLIC OF CAMEROON  
PEACE -WORK -FATHER LAND  
MINISTRY OF LIVESTOCK, FISHERIES  
AND ANIMAL INDUSTRIES  
NORTH WEST LIVESTOCK  
DEVELOPMENT FUND (NWLDF)  
TEL:23336:14:40 /677 83 12 21  
BP 399 MANKON BAMENDA

JOBING ORDER NO \_\_\_\_/CDENO/CITB/ 2024 AWARDED AFTER RESTRICTED  
NATIONAL INVITATION TO TENDER NO. \_\_\_\_/RNIT/CDENO/CITB/2024 OF \_\_\_\_/\_\_\_\_/2024”  
FOR THE CONSTRUCTION OF TWO (2) HALLS FOR THE SALE OF FISH IN SOME  
LOCALITIES OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE

CONTRATOR: .....  
BP: .....  
Tel: .....  
Fax: .....

TAX PAYER'S N° .....  
BANK ACCOUNT N° .....

**SUBJECT:** CONSTRUCTION OF TWO (2) HALLS FOR THE SALE OF FISH IN SOME  
LOCALITIES OF THE NORTH WEST REGION

**EXECUTION DEADLINE:** Three (03) Months

**AMOUNT:** 47,500,000 FCFA

**FUNDING:** PULCCA BUDGET 2024

BUDGETARY IMPUTATION: 2.2.2.5

SUBSCRIBED ON : .....  
SIGNED ON : .....  
NOTIFIED ON : .....  
REGISTERED ON : .....





**BETWEEN:**

The Government of the Republic of Cameroon, represented by the Administrative Director of CDENO North West hereinafter referred to as the "The Contracting Authority"

**ON THE ONE PART**

**AND:**

CONTRATOR: \_\_\_\_\_

BP: .....

Tel: .....

Fax: .....

TAX PAYER'S N<sup>0</sup> .....

BANK ACCOUNT N<sup>0</sup> .....

Represented by ..... so Hereinafter referred to as the "Contractor"

**ON THE OTHER PART**

**IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:**



## Content

### Chapter I: General

- Article 1 - Subject of the Jobbing Order
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Applicable language, law and regulations
- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the Jobbing Order (article 9 of GAC)
- Article 7 - General applicable instruments (GAC supplemented)
- Article 8 - Communication (article 6 of GAC supplemented)
- Article 9 - Administrative Orders (article 8 of GAC)
- Article 10 - Supplier's material and personnel (GAC supplemented)

### Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 21 and 40 of GAC)
- Article 12 - Amount of Jobbing Order
- Article 13 - Place and method of payment (GAC supplemented)
- Article 14 - Price variation (article 17 of GAC)
- Article 15 - Price revision formula (article 18 of GAC)
- Article 16 - Price updating formula (article 18 of GAC)
- Article 17 - Advances (article 21 of GAC)
- Article 18 - Payment (article 19 supplemented)
- Article 19 - Interest on overdue payments (article 20 of GAC)
- Article 20 - Penalties for delay (article 34 of GAC supplemented)
- Article 21 - Tax and customs schedule (article 10 of GAC)
- Article 22 - Stamp duty and registration of Jobbing Order (article 11 of GAC)

### Chapter III: Execution of services

- Article 23 - Patent rights (GAC supplemented)
- Article 24 - Place of delivery and deadline (articles 31 and 33(1))
- Article 25 - Role and responsibilities of supplier (GAC supplemented)
- Article 26 - Transport and insurance (article 31 of GAC)
- Article 27 - Trials and related services (article 28)
- Article 28 - After-sales service and consumables (article 14 of GAC)

### Chapter IV: Acceptance

- Article 29 - (article 41 of GAC supplemented)
- Article 30 - Provisional acceptance (articles 40 and 41 of GAC)
- Article 31 - Documents to be furnished after provisional acceptance (article 40 of GAC supplemented)
- Article 32 - Guarantee deadline (article 40 of GAC supplemented)
- Article 33 - Final acceptance (article 48 of GAC)

### Chapter V: Sundry provisions

- Article 34 - Termination of the Jobbing Order (article 57 of GAC)
- Article 35 - Case of force majeure (article 56 of GAC)
- Article 36 - Differences and disputes (article 61 of GAC)
- Article 37 - Drafting and dissemination of this Jobbing Order (GAC supplemented)
- Article 38 and last - Entry into force of the Jobbing Order (GAC supplemented)





Page \_\_\_\_\_ and the last OF JOBBING ORDER \_\_\_\_\_/CDENO/CITB/ 2024 AWARDED AFTER RESTRICTED NATIONAL INVITATION TO TENDER No. \_\_\_\_\_/RNIT/CDENO/CITB/2024 OF \_\_\_\_\_/\_\_\_\_\_/2024" FOR THE CONSTRUCTION OF TWO (2) HALLS FOR THE SALE OF FISH IN SOME LOCALITIES OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE

CONTRACTOR: \_\_\_\_\_

EXECUTION DEADLINE: \_\_\_\_\_

AMOUNT:

AMOUNT FCFA	TOTAL AMOUNT
TTC	
HTVA	
I.R (5,5%)or (2.2%)	
Net à Mandater	

Read and approved by the contractor

Bamenda, the \_\_\_\_\_

Signed by the Administrative Director of CDENO,  
(Contracting Authority)

Bamenda, the \_\_\_\_\_

REGISTRATION



**DOCUMENT N°10 –  
FORMS AND MODELS TO BE USED**





## ANNEX No. 1: MODEL TENDER

### DECLARATION OF INTENTION TO TENDER

**FOR THE CONSTRUCTION OF TWO (2) HALLS FOR THE SALE OF FISH IN SOME LOCALITIES OF THE NORTH WEST REGION**

I the undersigned \_\_\_\_\_  
General Director/Manager of the company \_\_\_\_\_

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

Acting by virtue of powers conferred on me; on behave of the company, after going through all the documents of the Open National Invitation to tender No. \_\_\_\_/RNIT/CDENO/ITB/2024 OF \_\_\_\_\_ and have appreciated from my own point of view and responsibility all the difficulties involved, have engage to construct of two (2) halls for the sale of fish in some localities of the NORTH WEST REGION in conformity with the conditions of the invitation to tenders for a total amount (all taxes included) of:

Amount in figures (TTC)	Amount in words (TTC)

Time limit for the execution \_\_\_\_\_

This amount has been calculated based on the unit prices and the quantities indicated on the bills of quantities and cost estimates, which will accompany this present bid.

I ask that the amount I am due be paid by the administration in FCFA in to account no. \_\_\_\_\_ with (Bank) \_\_\_\_\_

Done at \_\_\_\_\_ on \_\_\_\_\_  
(Signature, name and stamp)



## ANNEX No. 2: MODEL BID BOND

Addressed to \_\_\_\_\_ (indicate the contracting authority and his address) << the Contracting Authority >>.

Considering that the company \_\_\_\_\_ below known as << the bidder >> has submitted his tender on the \_\_\_\_\_ for the construction of two (2) halls for the sale of fish in some localities of the North West Region, and for which will be joint a guarantee payment to the ADMINISTRATIVE DIRECTOR OF CDENO, (Contracting Authority) the sum of \_\_\_\_\_ (indicate the amount in letters and in words) Francs C.F.A

The conditions for this obligation are the following:

1. If the bidder withdraw his tender during the validity period specified in the tender or
2. If the bidder, having been notified the attribution of the contract by the contracting authority during the validity period;
  - Is not available to sign or refuses to sign the Jobbing Order, while he is required to do so.
  - Lack of or refusal to provide the definite caution for the contract as required.

We are committing ourselves to pay to the contracting Authority, justified claims. That is each time the contracting authority is asking for claims, he must show proves that one or all of the conditions mentioned above have been violated.

This present caution goes into effect from the date of his signature and dateline fixed by the Contracting Authority for the submission of bids. It shall remain valid for 90 days as from the time limit for the validity of tenders.

All complains of the contracting Authority concerning these claims shall reach our bank before the end of this validity period.

This present caution is submitted for its interpretation and execution according to the Cameroon law. Only a Cameroon court shall be competent to pass a ruling on any matter related to this present engagement.

Signed and legalized by the bank \_\_\_\_\_ On \_\_\_\_\_





### ANNEX No. 3: MODEL FINAL BOND

Bank:

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

Addressed to *The Administrative Director of CDENO*, hereinafter referred to as the "Project Owner"

Whereas \_\_\_\_\_ [name and address of contractor], hereafter referred to as "the Supplier", has committed himself, in execution of the contract referred to "the contract", to carry out the construction of two (2) halls for the sale of fish in some localities of the North West Region

Whereas it is stated in the contract that the Supplier shall entrust to the Project Owner a final bond of an amount equal to 2 % of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract, Whereas we have agreed to give the Supplier this guarantee,

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

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

This final bond shall enter into force as soon as it is signed and the Supplier is notified of the contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the supplies.

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

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

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

Signed and authenticated by the bank at.....on.....

[Signature of the bank]



ANNEX No. 4: MODEL START-OFF ADVANCE BOND

Bank: Reference, Address: \_\_\_\_\_

We, the undersigned (bank, address) hereby declare by the present, to guarantee on behalf of:  
Project Owner: *The Administrative Director of CDENO*

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that \_\_\_\_\_ [the holder] did not fulfil his obligations relating to the reimbursement of the start-off advance in accordance with the terms of Contract No. \_\_\_\_\_ of \_\_\_\_\_ relating to the **construction of two (2) halls for the sale of fish in some localities of the North West Region** of the maximum total sum corresponding to the advance of 30 % of the amount inclusive of all taxes of Contract No. \_\_\_\_\_ payable upon notification of the corresponding Administrative Order, that is \_\_\_\_\_ CFA francs.

This guarantee shall enter into force and shall take effect upon reception of the respective parts of this advance on the accounts of \_\_\_\_\_ [the holder] opened in the \_\_\_\_\_ bank under number \_\_\_\_\_

It shall remain in force up till the reimbursement of the advance in conformity with the procedure set in the Special Administrative Conditions. However, the amount of the bond shall be reduced proportionately to the reimbursement of the advance and as it is reimbursed.

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

Signed and authenticated by the bank

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

[Signature of the bank]





## ANNEX No. 5: MODEL RETENTION FUND

Bank: \_\_\_\_\_  
Reference of the guarantee: No. \_\_\_\_\_

Addressed to: **The Administrative Director of CDENO**  
**P.O.Box 399 Bamenda**  
**Tel: 233 36:22:52**

Hereinafter referred to as "the Project Owner"

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

Whereas it is stipulated in the contract that the retention fund fixed at 10 % of the amount of the contract may be replaced by a joint guarantee,

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

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

Hence, we hereby affirm that on behalf of the Supplier, we guarantee and are responsible to the Project Owner for a maximum amount of \_\_\_\_\_  
[in figures and words] corresponding 10 % of the contract price.

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

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this guarantee and we hereby incline to any amendment, addendum or change.  
This guarantee shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the supplies and upon release by the Project Owner.

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

Signed and authenticated by the bank  
At \_\_\_\_\_ on \_\_\_\_\_  
[Signature of the bank]



ANNEX N° 6

**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

