MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT REPUBLIC OF CAMEROUN

MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL

Peace - Work - Fatherland

Bamenda, the.....

No. 964./MIDENO/B/. M. 17.8/13/84

NORTH WEST DEVELOPMENT AUTHORITY

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

1 6 OCT 2024

P.O. Box, 442, Bamenda

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Website: www.mideno.org

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) MINADER 2024

BUDGETARY HEAD: 231305



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TENDER NOTICE

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) MINADER 2024

BUDGETARY HEAD: 231305

Article 1: SUBJECT OF THE INVITATION TO TENDER

Within the frame work of the Public Investment Budget (PIB) MINADER of the 2024 financial year, the Director General of the North West Development Authority (MIDENO) is looking for a competent and reliable service provider to renovate the MIDENO Head Office building to improve on security, safety and inclusiveness (Phase I) through emergency procedure.

Article 2: Work Specification: The works include the following:

- a) Chiseling of framing concrete beam to construct a new parapet wall to subsequently carry the new roof.
- b) Chiseling and adding concrete copings or awnings above and below the windows.
- c) Chiseling, scraping and replastering of damaged plastering on internal and external walls

Article 6: Allotment: The works of this tender is not subject to allotment as the successful bidder shall renovate the MIDENO Head Office building to improve on security, safety and inclusiveness

Article 7: Provisional cost: The estimated cost of the rehabilitation works is Forty Million (40,000,000) fcfa VAT inclusive

Article 8: Provisional Guarantee (Bid bond): Each bidder must include in his Administrative Documents, a bid bond issued by a first rate-bank approved by the Ministry in charge of Finance featuring on the list in document 10 of the tender file of an amount of Eight hundred thousand (800,000) FCFA and valid for thirty (30) days beyond the validity of the bids.

Article 9: Consultation of the tender file: The tender file may be consulted during working hours from 8:00 am to 4:00 pm at the Secretariat of the Director General, MIDENO Head Office, Ayaba Street, P.O. Box 442, Bamenda; Email: mideno1981@gmail.com: Tel: 237 23336161 following the publication of this notice.

Article 10: Acquisition of the tender file: The tender file may be obtained during working hours from 8:00 am to 4:00 pm at the Secretariat of the Director General, MIDENO Head Office, Ayaba Street, P.O. Box 442, Bamenda; Email: mideno1981@gmail.com: Tel: 237 233331661 following the publication of this notice against payment of a non-refundable sum of fifty seven thousand one hundred and fifty (57,150) FCFA and payable into Account No. 06845 97568660001- 28 in the name of "SPECIAL ACCOUNT SAC-ARMP" in any BICEC Branch in Cameroon

- Absence or insufficient Bid Bond of the specified amount
- Under exclusion sanctions from the Authority in Charge of the Regulation of Public Contracts
- Direct or indirect association with the conception, preparation of technical specifications and other documents concerned with this tender
- Bids whose outer envelop leads to the recognistion of the bidder
- Only bids that score at least 75% of the essential criteria shall have their financial offer evaluated

B. Essential Criteria: The technical documents shall be evaluated following the binary method as follows:

	B.1 General Presentation of bids	Marks		
	Document spirally bound	Yes/No		
	Table of content	Yes/No		
•	Page numbering	Yes/No		
	Colour separators	Yes/No		
	Bidding documents initialed on each page by duly mandated representative	Yes/No		
	B.2 Presentation of firm	Marks		
	Organigramme of firm/Enterprise	Yes/No		
•	Experience of at least two (2) years in works of same/similar nature	Yes/No		
	Table of References of past works of same/similar nature	Yes/No		
	B.3 Personnel	Marks		
	Table of personnel	Yes/No		
•	Works Director: A Civil Engineer with at least 5 years working experience	Yes/No		
	Works supervisor or Foreman: A Civil Engineering Technician with at least five (5) year experience Yes/No			
•	Presentation of relevant Certificates/Diplomas of personnel	Yes/No		
	Presentation of signed CVs of Personnel	Yes/No		
=	Certified copies of NIC of works director and site foreman			
	Support staff (Builders, painters, carpenters etc)			

NORTH WEST DEVELOPMENT AUTHORITY

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1 6 OCT 2024

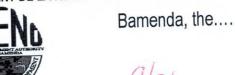
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No 964/MIDENO/B/M 178/13/84

AVIS D'APPEL D'OFFRES

DEMANDE DE DEVIS N°/RQ/MIDENO/MITB/13/84/2024 POUR LA RÉNOVATION DU SIÈGE SOCIAL DE MIDENO À BAMENDA POUR AMÉLIORER LA SÉCURITÉ, LA SÛRETÉ ET L'INCLUSION (PHASE 1) PAR LE BIAIS D'UNE PROCÉDURE D'URGENCE

FINANCEMENT: BUDGET D'INVESTISSEMENT PUBLIC (BIP) MINADER 2024

CHAPITRE BUDGÉTAIRE : 231305

Article 1: OBJET DE L'APPEL D'OFFRES

Dans le cadre du Budget d'Investissement Public (BIP) MINADER de l'exercice 2024, le Directeur Général de l'Autorité de Développement du Nord-Ouest (MIDENO) recherche un prestataire compétent et fiable pour rénover le bâtiment du siège social de MIDENO afin d'améliorer la sécurité, la sûreté et l'inclusivité (Phase 1) grâce à une procédure d'urgence.

Article 2 : Cahier des charges : Les travaux comprennent les éléments suivants :

 a) Ciselage d'une poutre de charpente en béton pour construire un nouveau mur de parapet qui supportera ensuite la nouvelle toiture.

- k) Construire tous les passages en béton endommagés et réparer le pavage de la cour selon la norme, ainsi que nettoyer toute la cour pour enlever tous les débris, les arbres près des murs et la clôture.
 - 1) Fournir le plan électrique de tous les travaux prévus ainsi que des travaux finis.

Article 3 : Participation et règles : La participation au présent appel d'offres est ouverte aux entreprises qualifiées enregistrées en République du Cameroun justifiant de la capacité financière, de l'expertise technique et professionnelle dans des travaux identiques ou similaires.

Article 4 : Délai d'exécution : Le délai maximum d'exécution prévu par le Maître d'Ouvrage pour l'exécution des travaux objet du présent appel d'offres est de trois (03) mois,

Compris la saison des pluies et autres événements naturels, à compter de la date de notification de l'ordre de service de début des travaux.

Article 5 : Financement : Les travaux objet de la présente demande de devis seront financés par le BUDGET D'INVESTISSEMENT PUBLIC BIP 2024

Article 6 : Attribution : Les travaux de cet appel d'offres ne sont pas soumis à attribution car le soumissionnaire retenu devra rénover le bâtiment du siège social de MIDENO pour améliorer la sécurité, la sûreté et l'inclusivité

Article 7 : Coût prévisionnel : Le coût prévisionnel des travaux de réhabilitation est de Quarante Millions (40 000 000) fcfa TTC

Article 8 : Cautionnement provisoire (Cautionnement de

soumission): Chaque soumissionnaire doit inclure dans ses Pièces Administratives, une caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances figurant sur la liste en pièce 10 du Dossier d'Appel d'Offres d'un montant de Huit

- ➤ Enveloppe A contenant les documents administratifs (Tome 1)
- ➤ Enveloppe B contenant la proposition technique (Volume 2)
- ➤ Enveloppe C contenant l'offre financière (Tome 3)

Les offres ou soumissions présentées après le délai stipulé ne seront pas reçues.

Article 12: Recevabilité des offres

Pour éviter tout risque de rejet, seuls les originaux ou les copies certifiées conformes doivent être signés par les autorités compétentes, à savoir le service émetteur et/ou les autorités officielles ou administratives (Préfets, Sous-préfets, Agents de Banque, Agents des Impôts etc.). Les pièces administratives requises, y compris la caution de soumission, doivent impérativement être produites conformément aux Conditions Particulières de l'appel d'offres. Elles ne doivent pas dater de plus de trois (3) mois ou ne doivent pas être produites après la remise des offres.

Toute offre complète non conforme aux prescriptions du présent avis et du dossier d'appel d'offres sera déclarée irrecevable. Notamment l'absence d'une caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

Article 13 : Ouverture des plis : L'ouverture des plis (Documents administratifs, Propositions techniques et financières) en une seule phase sera effectuée le.....à 11h00 heure locale par la Commission Interne des Marchés de MIDENO dans la Salle de Conférences MIDENO au Bureau de Gestion du Projet.

Seuls les soumissionnaires peuvent assister ou se faire dûment représenter par une personne de leur choix munie d'une autorisation écrite et ayant une parfaite connaissance du dossier.

Article 14 : Critères d'évaluation : Les offres seront évaluées comme suit :

- Chef de chantier ou contremaître : Technicien en génie civil avec au moins cinq (5) ans d'expérience
 Oui/Non
- Présentation des certificats/diplômes pertinents du personnel Oui/Non
- Présentation des CV signés du Personnel

Oui/Non

- Copies certifiées conformes de la carte nationale d'identité du directeur des travaux et du chef de chantier
- Personnel de soutien (maçons, peintres, charpentiers, etc.) Oui/Non

B.4: Méthodologie/Organisation technique des travaux poins

· Preuve de visite du site

Oui/Non

• Rapport technique complet du site

Oui/Non

Organigramme d'exécution du projet

Oui/Non

- Séquence logique des travaux, Méthodologie, Organisation, Résultats et reporting des travaux
 Oui/Non
- Conditions techniques particulières (CCTP) dûment paraphées sur chaque page, signées et datées sur la dernière page
 Oui/Non
- Mesures d'atténuation environnementales et de sécurité Oui/Non

B.5 : Capacité financière

poins

Justificatif de capacité financière d'au moins 30 000 000 FCFA Oui/Non
 N/B : Seules les offres obtenant au moins 75 % des critères
 essentiels verront leur offre financière évaluée

Article 15 : Attribution : Le soumissionnaire évalué avec une note de 75% et plus des critères essentiels et présentant la proposition financière la plus basse se verra attribuer le marché.

Article 16 : Durée de validité des offres : Les soumissionnaires resteront engagés par leurs offres pendant trente (30) jours à compter de la date limite fixée pour le dépôt des offres.

Article 17: Informations complémentaires :: Des informations complémentaires peuvent être obtenues pendant les heures ouvrables de 8 heures à 16 heures au Secrétariat du Directeur Général, MIDENO, BP 442, Bamenda : Email : mideno1981@gmail.com : Tél : 237 233 361 378

PART 02: GENERAL REGULATIONS OF THE CALL FOR TENDERS (RGAO)

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National Invitation to tender and specified in the Works Descriptive as well as in the schedule of Quantities.

The name, identification number and number of lots which form the subject of the Open National Invitation to tender feature in the Special Regulations of the Open National Invitation to tender. Hereafter reference is made to it under the theme "works"

- 1.2 The bidder retained or the successful bidder must furnish the works within the time-limit indicated in the Special Regulations of the invitation to tender and which runs from the date of notification of the Administrative Order to start the delivery of the works.
- **1.3** In this Tender file the terms "Project Owner" and "North West Development Authority" and "MIDENO" are interchangeable, while the term "Day" or "Month" refers to a Calendar day or month.

Article 2: Financing

2.1 The source of financing for the works forming the subject of this invitation to tender shall be specified in the Special Regulations of the invitation to tender

Article 3: Fraud and Corruption

- 3.1 MIDENO requires of bidders and its contractors the strict respect of rules of professional ethics during the award and execution of public Contracts. By virtue of this principle, MIDENO:
- a) Defines, within the context of this clause, the expressions in the following manner:
- i) shall be guilty of «Corrupt practice» whoever bids, 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: mean any form of agreement between two or among several bidders (whether MIDENO is aware or not) aimed at artificially maintaining the prices

- ii) Presents more than one bid within the context of this invitation to tender, except authorized variants according to Clause 17, where need be meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- 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 MIDENO.

Article 5: Works and ancillary services meeting the criteria of origin

- **5.1** All the works and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.
- 5.2 Within the meaning of this clause, the term « Works » shall refer to products, raw material, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation and initial training.
- 5.3. The term 'Originate' shall qualify the country where the works are extracted, cultivated, produced, manufactured or transformed or the country where a manufacturing, transformation or assembly of components process results in the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

Article 6: Qualification of Bidders

- 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

7.1The tender file describes the works forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract.

Besides the addenda published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

- a) The letter of invitation to tender (for restricted invitation to tender);
- b) The tender notice.
- c) The General Regulations of the invitation to tender;
- d) The Special Regulations of the invitation to tender
- e) The Special Administrative Conditions;
- f) The description of the works which includes;
 - The list of works and ancillary services;
 - Technical specifications
- g) The framework of Unit Price Schedule
- h) The detailed estimates
- i) The sub-details of unit prices
- j) The model tender letter
- k) Model price and quantity schedules
- I) Model bid bond
- m) Model of final bond
- n) Model of retention fund
- o) Model contract
- p) Form relating to preliminary studies
- **q)** List of banking establishments and financial bodies approved by the Ministry in charge of finance authorized to issue bonds.
- **7.2** The Bidder must examine all the rules, forms, conditions and specifications contained in the tender file. It is up to him to furnish all the information requested and prepare an bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his file.

Article 8: Clarification and complaints on the Tender File

accordance with the provisions of Article 23.3 of the General Regulations of the invitation to tender.

C) Preparation of Bids

Article 10: Tender Cost

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

Article 11: Language of Bid

11.1 The bid as well as any correspondence and all documents concerning the bid exchanged between the bidder and MIDENO shall be drafted in **English or French**. Complementary documents and the forms provided by the bidder shall be drafted in any 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 12: Constituent documents of the bid

12.1 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 (3) 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

- The duly filled schedule of Unit Prices
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 19(2) of the General Regulations of the invitation to tender concerning the other possible forms of bid bonds.

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

Article 13: Bid Price

13.1 Prices shall be indicated as required in the model Price Schedules and sub-details of prices as furnished in the annex.

In indicating the price, the supplier is free to turn to a transporter and to obtain insurance services from any country, subject to the conditions of eligibility attached to the financing agreement.

Prices proposed in the forms of sub-details of prices for works and ancillary services shall be presented in the following manner:

 Prices of works ex-works (exit from factory, manufacturing, exhibition hall, warehouse or sales room as the case may be) including all the custom duties, sales tax or other taxes to be paid on the components or raw materials used in manufacturing or assembling of works;

Sales and other taxes collected on the works which will be due if the contract is awarded;

The price of domestic transportation, insurance and other local services related to the delivery of the works up to their final destination (project site) specified in the Special Regulations of the invitation to tender.

- 17.2 These proofs may take the form of prospectus, drawings or data and include a detail description of the main technical and performance characteristics of the works and ancillary services, demonstrating that they essentially correspond to the specifications and, where need be, a list of differences and reservations in relation to the provisions of the works Specifications.
- 17.3 The bidder shall also provide a list giving all the details, including the available sources of supply and the current prices of spare parts, special tools, etc necessary for the proper and continuous functioning of the works from the start of their use by MIDENO and during the period specified in the Special Regulations
- 17.4 The standards which apply to the execution methods, manufacturing processes, equipment and materials as well as references to trademarks or catalogue numbers specified by MIDENO in the quantity schedules, delivery calendar and technical specifications are mentioned only for information and in no way have a restrictive character.

The bidder may substitute them with other quality standards, trademarks and/ or other catalogue numbers provided that he establishes to the satisfaction of MIDENO that the standards, makes and numbers thus substituted are substantially equivalent or superior to the specifications of the schedule of prices and technical specifications.

Article 18: Documents attesting to the bidder's qualification

Documents attesting that the bidder is qualified to execute the contract if his bid is accepted shall establish to the satisfaction of MIDENO that:

- In the case where the bidder bids to deliver in execution of the contract, works
 which moreover he does not manufacture or produce, the said bidder is duly
 authorized by the manufacturer of these works to deliver them in Cameroon;
- The bidder has the financial, technical and production capacity necessary to execute the contract
- In the case where the bidder has no operations in Cameroon, he is or shall (
 if he is awarded the contract) be represented by an Agent endowed with the
 expected means and capacity to ensure the tasks of maintenance, repairs and

b) If the bidder retained:

Defaults in his obligation to sign the contract in application of Article 39 of the General Regulations; or

Defaults in his obligation to furnish the final bond in application of Article 40 of the General Regulations of the invitation to tender.

Article 20: Validity of bids

20.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids set by MIDENO in application of *Article 23 of the General Regulations*. An bid valid for a shorter period shall be rejected by MIDENO as not being in conformity.

20.2 Under exceptional circumstances, MIDENO may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 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 be authorized to do so.

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

Article 21: Form and signature of the bid

21.1 The bidder shall prepare an original of the constituent documents described in Article 12 of the General Regulations in a volume clearly indicated "ORIGINAL".

23.2 MIDENO may, at its discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of MIDENO and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 24: Late bids

Any bid received by MIDENO beyond the deadline for the submission of bids set by MIDENO in application of *Article 23 of the General Regulations* shall be declared late and rejected.

Article 25: Modification, substitution and Withdrawal of bids

25.1 A Bidder may modify, replace or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by MIDENO prior to end of the time limit prescribed for the submission of the bids. The said notification must be signed by an authorized representative in application of *Article 21(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"

25.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of **Article 22 of the General Regulations**. The withdrawal may equally be notified by telephone but should in this case be confirmed by a duly signed written notification and whose date, post mark being authentic, shall not be posterior to the time limit set for the submission of bids.

25.3 Bids being requested to be withdrawn in application of Article 25(1) shall be returned unopened.

25.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of an bid by a bidder during the interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E) Opening of envelopes and Evaluation of bids Article 26: Opening and Evaluation of envelopes, bids and petitions

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.

- **26.6** At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialed copy of the bids presented by bidders.
- **26.7** In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Project Owner or Delegated Project Owner.

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 27: Confidential nature of the procedure

- **27.1**: No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.
- **27.2:** Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Project Owner in his award decision may cause the rejection of his bid.
- **27.3:** Notwithstanding the provisions of article 27(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Project Owner for reasons having to do with his bid, he should do so in writing.

Article 28: Clarifications on the bids and contact with the Project Owner

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

fixed in the special regulations and special administrative conditions were accepted by the bidder without substantial difference or reservation.

- 30.2: The Subcommittee shall evaluate the technical aspects of the bid presented in accordance with *Article 17 of the General Regulations* in order to ensure that all the stipulations of the schedule of prices, delivery calendar, and works specifications (technical specifications, plans, inspections and trails) are respected without substantial difference or reservation.
- **30.3:** If after the examination of the terms and conditions of the invitation to tender and the technical evaluation, the evaluation subcommittee establishes that the bid does not essentially conform in application of article 29 of the General Regulations, it will propose to the tenders board that the said bid by set aside.

Article 31: Qualification of the Bidder

The Evaluation sub-committee shall ensure that the bidder retained for having submitted the bid that substantially conformed to the provisions of the Tender file, meets the qualification criteria stipulated in *Article 6 of the Special Regulations*. It is essential to avoid arbitrariness in determining qualification.

Article 32: Correction of errors

- **32.1.** The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The sub-committee shall rectify the errors in the following manner:
- **a.** If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
- **b.** If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
- c. If there is a contradiction between the indicated price in letters and figures, the amount in letters shall be authentic, unless the amount is linked to an arithmetical error, in which case the

- **35.1.** The Contacting Authority shall award the contract to the bidder whose bid was judged essentially in conformity 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.
- **35.2.** If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates bided by the bidders in case of award of more than one lot, as well as their financial burden at the time of award.

Article 36: The right by the Project Owner to declare an invitation to tender unsuccessful or cancel a procedure

The Project Owner reserves the right to cancel a procedure of invitation to tender (after the authorization of the *Authority 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 37: Right to modify quantities during the award of the contract

During the award of the contract the Project Owner reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the works and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

Article 38: Notification of the award of the contract

Before the expiry of the validity of the bids set in the Special Regulations, the Project Owner shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter will indicate the amount the Project Owner will pay the supplier to execute the contract and the time-limit.

Article 39: Publication of results of award and petitions

39.1. The Project Owner shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the independent Observers 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.

with the instruments in force.

41.4. Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

PART 03: SPECIAL REGULATION FOR CALL FOR TENDER (OMPP)

In case of divergence, the following provisions will prevail over the articles of the General Regulations of the Call for Tender

	General
.1	Definition of the Works: THE RENOVATION OF THE MIDENO HEAD OFFICE BAMENDA TO
	IMPROVE ON SECURITY, SAFETY AND INCLUSIVENESS (PHASE I) THROUGH EMERGENCY
	PROCEDURE
	Deadline for execution of works: three (3) months from the date of notification to start works
2.1	Source of Financing: Public Investment Budget (MINADER) 2024
4.1	List of pre-qualified candidates, where applicable: NA
4.2	Joint Contracting: NA
	Sub-Contracting: NA
5.1	Origin of Material, supplies, Equipment and Services: See Special Technical Clause of
-	Tender document
6.1	Criteria for Evaluation :
0	The bids shall be evaluated as follows:
	A. EliminatoryCriteria
	Bids submitted late
	DIMO VALLET
	False declaration or falsified documents.
	 False declaration or falsified documents. Absence or insufficient Bid Bond of the specified amount
	 False declaration or falsified documents. Absence or insufficient Bid Bond of the specified amount Under exclusion from ARMP
	 False declaration or falsified documents. Absence or insufficient Bid Bond of the specified amount Under exclusion from ARMP Bids whose outer envelop leads to the recognision of the bidder
	 False declaration or falsified documents. Absence or insufficient Bid Bond of the specified amount Under exclusion from ARMP

	B.4: Methodology/Technical Organization of Works	<u>Marks</u>			
	Proof of site visit				
	Yes/No				
	Comprehensive Technical Report of Site	Yes/No			
	Organigramme of project execution	Yes/No			
	Logical presentation of planning, Methodology,/Organization, outputs & rep	orting of works			
	Yes/No				
	Special Technical condition (CCTP) duly initialed on each page, signed, signed	gned &dated on last			
	page	Yes/No			
	Environmental and security mitigation measures	Yes/No			
	B.5: Financial Capacity	<u>Marks</u>			
	Proof of financial capacity of at leas 30,000,000 fcfa	Yes/No			
	Nota Bene: Only bids that score at least 75% of the essential criteria shall have their				
	financial offer evaluated				
.3.	PROOF OF SITE VISIT: Present a technical site visit report, photograph	s and an attestation			
.0.	of site visit signed by the Director of the company using the format in the model given:				
	PREPARATORY MEETING: NA				
12.	LANGUAGE OF BID : English or French				
13.1	The information on qualification referred to Article 13 of the General	Regulations must be			
	supplemented and grouped in three volumes inserted respectively in internal envelopes and				
	detailed as follows :				
	Envelope A - Volume 1 Administrative file				
	Envelope A - Volume 1 Administrative file				
	Envelope A - Volume 1 Administrative file The Administrative File should contain the following documents: 1. The declaration of the intention to bid, stamped with fiscal star				

In case of group bidding, each member of the group must present a complete administrative file while items 12, 13 and 14 being presented only by the representative of the group.

Volume 2: Technical Proposal

- Full presentation of the Enterprise
- Presentation of personnel, qualification, experience and CVs and certified copies of NIC of works Director and site foreman
- Specific Experience of firm with proofs in same or similar works for the last 2 years
- Logical presentation of organigramme, planning, Methodology, Technical Organization, outputs, environmental & security mitigation measures and reporting for Works execution
- Comprehensive Technical Report of work Site
- Presentation and proof of availability of equipment for works
- Copy of Special Technical condition (CCTP) duly initialed on each page, signed
 &dated on last page

Volume 3: Financial Proposal

- An original bid submission letter prepared according to the attached model, stamped with fiscal stamp at the rate in force, signed and dated at the prevailing rate
- Duly filled schedule of Unit Prices
- Duly filled detailed estimates and quantities
- Duly filled sub-details of prices and/or breakdown of all-in prices
- Proof of financial capacity of at least 30,000,000 fcfa

N.B: The various parts of the same file must obligatorily be separated by colour

	Charles to the control of the contro			
5.1	Venue, date and time of opening of bids: Bids shall be opened in the MIDENO conference			
3.1	Hall located in the MIDENO Project Management Office along Ayaba Street, opposite Mansfield			
	plaza Hotel on the AT 11:00 AM PROMPT LOCAL TIME			
	EVALUATION AND COMPARISM OF BIDS			
	Currency retained for conversion into single currency: Franc CFA			
31.2				
	Source of Exchange Rate: BEAC			
32.2	Criteria for the evaluation of deadline for execution: NA as deadline for execution is fixed at			
(e)	three (3) months and applicable to all bidders			
32.2	Method for the evaluation of variant bids: NA as variant bids are not allowed			
(g)				
33.1	Preferential margin for national firms: NA			
00.1				
•	AWARD OF THE CONTRACT			
34.1	the contract shall be awarded to the bidder whose bid was judged essentially in conformity with			
	the Tender File and who has the required technical and financial capacities to execute the			
and	contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary			
34.2				
	proposed rebates/discounts.			
	FINAL BOND			
39.1	A final bond of 5% of the total amount of the contract all taxes inclusive shall be furnished by the			
33.1	successful bidder within 20 days of the notification of the contract and presented in the form			
&	Successful blader within 20 days of the freeholders			

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In this case:

- The Authority in charge of ordering payment shall be: The Director General,
 MIDENO
- The Authority in charge of the clearance of expenditures shall be the Specialized
 Finance Controller, MIDENO.
- The body or official in charge of payment shall be "The Agent Comptable" of MIDENO
- The official competent to furnish information within the context of the execution of this contract shall be Project Owner

3.3. The functions of the Contract Manager, Contract Engineer and Project Manager

- **3.3.1**: Functions of the **Contract Manager** shall constitute the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming subject of the contract. He shall be responsible for the general management of the execution of the services/works, decides on all the technical and financial provisions and represents the CA in the organs competent to settle disputes
- **3.3.2** The functions of the **Contract Engineer** shall constitute the follow-up of the execution of the contract and shall be responsible for the technical and financial follow-up and assessment of the works, and gives instructions having no financial incidence. He shall report to the **Contract Manager**.
- 3.3.3 The functions of the Project Manager: NA
- 3.3.4: The means put at the disposal of the Contract Engineer shall include: Pick up vehicle

Article 4: Applicable language, law and regulations

- 4.1. The language to be used shall be English or French
- 4.2. The Enterprise shall be bound to respect the law, regulations and ordinances in force in

- Circular Nº 00000026/C/MINFI of 29th December 2023 bearing on the instructions relating to the execution of the Finance Laws, the monitoring and control of the execution of the budget of the State and other public entities for the 2024 fiscal year;
- Decree No 2018/366 of 20th June 2018 revising the Public Contracts Code;
- Decree N
 o 2012/074 of 8th March 2012 relating to the setting up, organization and functioning of Tenders Boards;
- 7. Decree Nº 2012/075 of 8th March 2012 on the organization of the Ministry of Public Contracts;
- Decree No 2012/076 of 8th March 2012 amending and supplementing some provisions of Decree No 2001/048 of 23rd February 2001 on the creation, the organization and functioning of the Public Contracts Regulatory Agency;
- Decree No 2013/271 of 5th August 2013 amending and supplementing some provisions of Decree No 2012/074 of 8th March 2012 on the creation, the organization and functioning of the Public Contracts Tender Boards;
- 10. Decree No 2003/651/PM of 16 April 2003 laying down the procedures for the application of tax and customs regime of public contracts;
- 11. Circular Letter No 003/CAB/PM of 18th April 2008 on the enforcement of rules governing the procurement, execution and control of public contracts;
- 12. Circular No 0001/CAB/PR of 19th June 2012 on the procurement and control of the execution of public contracts;
- 13. Circular Letter No 002/CAB/PM of 31st January 2011 on the improvement of the performance of the public contracts system;
- 14. Circular No 003/CAB/PM of 31st January 2011 laying down procedures for changes in management of economic conditions of Public Contracts;
- Texts governing the domain; Section G of the 2020 Tax Code, section 122 bearing on incentives for the agricultural sector;
- 16. Standard norms;
- 17. Other instruments specific to the domain concerned in the contract.

Article 7: Communication (CCAGArticles6et10 supplemented)

- **7.1** All communications in the name of this present contract shall be by written mails, Emails and notifications submitted against acknowledgement of receipts at the appropriate addresses indicated by the parties done through the following addresses:
- a. In the case where the Enterprise/Contractor is the addressee/recipient:

			/ 4 E\	1	£: , d	in
Mme/Mrwithin a	time-limit of not more than	fifteen	(15)	days	Tixea	III

- 8.6 Service Orders prescribing necessary works to remedy disorders which are not as a result of normal usage which appear in the structures during the period of guarantee shall be signed by the Project Owner upon proposal of the Contract Engineer and notified to the contractor by the Contract Manager
- **8.7** The **Enterprise/contractor** has a **deadline of 15 days** to transmit reservations to all service orders received. The fact that the Contractor has made reservations does not exempt him from executing the service orders received.
- 8.8 As regards Service orders signed by the Project Owner and notified by the Contract Manager, the notification must be done within a maximum deadline of thirty (30) days from the date of transmission by the Project Owner to the Contract Manager. Above this deadline, the Project Owner having observed inadequacies or shortcomings by the Contract Manager shall substitute the Contract Manager and proceed with the said notification.

Article 9: Contracts with Conditional Phases (CCAGArticle9)

9.1 The contract shall not include phases whose execution shall be subject for each of them to the notification of the **enterprise/contractor** by Administrative Orders of the decision by the **Project Owner** to execute the said phase.

At the end of each phase the **Project Owner** shall proceed with the reception of the works and shall deliver an attestation of good execution to the enterprise/contractor. This attestation shall condition the beginning of the next phase: **NA**

9.2 The deadline for the notification of the service order to commence the next phase shall be: NA

Article 10: Material and Personnel of the Enterprise (CCAGArticle15 supplemented)

10.1 All modifications, even partial, brought in on the technical offer can only be done after a written agreement by the Chief of Service. In case of modification, the Enterprise shall replace personnel with one having at least equal competence (qualifications & experience)
10.2 In all circumstances the list of the personnel to be used by the Enterprise/Contractor has to be submitted to the Project Owner for approval within seven (7) days following the notification of the service order to start works. The Project Owner in collaboration with the

CHAPTER II: FINANCIAL CLAUSES

Article 11: Guarantees and bonds (CCAGArticles29&41)

11.1. Final bond

The final bond shall be set at five (5%) of the amount of the contract, exclusive of VAT It shall be constituted and transmitted to the Project Owner within a deadline of twenty (20) days from the date of notification of the contracts

The guarantee must be returned or released within **one (1) month** following the date of **provisional acceptance** of the works, following a release issued by the **Project Owner** upon request by the **Enterprise/contractor**.

11.2. Performance bond

The retention fund shall be set at ten (10 %) of the amount of the contract, exclusive of VAT.

The return or release of the retention fund or security shall be done within SIX (06) months after the final reception through a release bond issued by the Project Owner upon request by the Enterprise/Contractor.

11.3. Guarantee for start-off advance: NA

Article 12: Amount of contract CCAGArticles18&19 supplemented)

The amount of this contract as it emerges from the attached detail or estimates are.....NA... (in figures)...NA....(in letters) CFA francs inclusive of All taxes; that is:

- Amount exclusive of VAT...NA.... (NA)....CFAF
- Amount of VAT: 19.25% fcfa of total contract amount
- Amount of AIR: (....%) fcfa of the Amount EVAT
- Net payable = (Amount VAT exclusive –AIR) fcfa

Article 13: Place and Method of payment

The Project Owner shall pay the amounts due in the following manner

- a. For payments in Francs CFA, that is(Amount in figures & letters EVAT) by credit to Account No......opened in the name of the Enterprise/Contractor in Bank......
- b. For payments in foreign currency where necessary that is(Amount in

The determination of the amount due for works carried out is obtained by multiplying the corresponding Unit prices by the quantities of the works executed and entered on the job cost sheet or by the number of elements of structures executed

Article 19: Evaluation of works (CCAGArticle24 completed)

19.1 The amount for the works shall be obtained by applying to the quantities to be taken into account the prices of the Unit price schedule inserted in the contract relating to building materials, products or components of the construction to be done.

Works that have been the subject of payments on account and have not yet been installed must be the subject of a specific insurance, covering stocking against all damages, theft etc. The insurance certificate should be produced with the draft monthly detailed account.

Payments of stocked works (building material etc.) shall only be paid a value of 80% of the amount of the supplier's certified bill for these materials

19.2 A caution shall not be requested for down payments made on works

Article 20: Advances (CCAGArticle28): NA

Article 21: Payment for works (cf.art.26,27&30CCAG completed): NA

21.1 Certification of Works executed: NA

21.2 Monthly Down payments: NA

21.3 Account of the Start-off Advance : NA

Article 22: Interests on Overdue Payments (CCAGArticle31)

Where the failure to make payments within the deadlines set by the Special Administrative clauses is attributable to the **Project Owner and the Accounting Officer**, the **contractor** shall automatically earn interest on overdue payments calculated from the date of expiry of the said deadline up to the date of issuance of the payment voucher by the Accounting Officer.

The modalities for calculation of the interest shall be done according to Articles 166 and 167 of Decree No 2018/366 of 20th June 2018 revising the Public Contracts Code.

Article 23: Penalties (CCAGArticle32supplemented)

A.Penalties for Delays

Non-submission of project documents required after provisional reception

The cumulated amount of penalties independent of delays in the respect of contractual time-limits cannot exceed 10% of the initial contract amount inclusive of all taxes and other eventual addendums if need be.

Article 24: Payments in case of Co-contractors/Joint Venture (CCAGArticle33)

24.1 Payments in case of Joint-Venture

Where the Special administrative clauses provide for direct payment of **Co-Contractors/Joint Venture**, the detailed accounts shall be broken down according to the parts to be paid separately.

The representative shall be the only one empowered to present **draft detailed accounts** and accept the **final detailed account.** Only claims forwarded by him shall be admissible. Payments to **co-contractors/joint Ventures** who are to be paid directly shall be done into separate accounts of each of them, subject to the representative or contractor giving his approval of the sums to be paid in this manner.

24.2 Payments in case of sub-contracting

Where the Special administrative clauses provide for direct payment of **Sub-contractors**, the detailed accounts shall be broken down according to the parts to be paid separately. The representative shall be the only one empowered to present **draft detailed accounts** and accept the **final detailed account**. Only claims forwarded by him shall be admissible. Payments to **Sub-contractors** who are to be paid directly shall be done into separate accounts of each of them, subject to the representative or contractor giving his approval of the sums to be paid in this manner.

Article 25: Final Detail Account (CCAGArticle34)

After completion of the works the **Enterprise/contractor** shall after the provisional acceptance draw up the Final Detail Account establishing the total amounts of the sums to which he may be entitled as a result of the full execution of the contract.

25.1 The deadline for the Enterprise/Contractor to transmit the draft final detailed account to the Project Owner shall be at most one (1) month after the provisional

The amount of the general payment is equal to the result of this last summary

The **Detailed General Payment** signed by the **Project Owner** must be notified to the **Enterprise/contractor** by **Administrative Order**

26.2The Enterprise/contractor has a maximum of one (1) month from the date of notification from the date of notification to return the Final Detailed General Payment signed or unsigned without or with reservations respectively. Where applicable the reasons for the refusal to sign the Final Detailed General Payment has to be made known.

If the contractor does not return the Final Detailed General Payment within the deadline referred to above, this Final Detailed General Payment shall be considered as having been accepted by him and thus become final

The signing of the Final Detailed General Payment by the enterprise/contractor without reservation definitively binds the two parties and puts an end to the contract except in the case of interests on overdue payments, if there are any

Article 27: Tax and customs Regime (CCAGArticle36)

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

- Taxes and dues relating to Industrial and commercial profits, including the Advance
 Income tax (AIT)/AIR which is a deduction on company taxes:
- Registration dues calculated in accordance with the stipulations Tax Code:
- Dues and taxes attached to the execution of services provided for in the contract:
- Duties and taxes of entry into Cameroonian territory (customs duties. VAT, computer taxes):
- Duties and communal taxes
- Duties and taxes related to the samples of material and water

These elements must be integrated in the costs which the Enterprise imputes on its running costs of intervention and constitute one of the elements of the sub-details of prices exclusive of 63

The detail planning and general progress of works shall be communicated to the **Project**Owner in five (5) copies at the beginning of each month

Article 33: Preparation of documents and site (CCAGArticle42)

Samples of the plans reproduced in the tender Document shall be delivered to the enterprise/contractor by the Contract Manager

The **Project Owner** shall put at the disposal of the **Enterprise/Contractor**, the work site and access roads when necessary and as the works are advancing

Article 34: Insurance of Structures and Civil Liabilities (CCAGArticle45)

The following insurance policies shall be obtained under the contract by the **Enterprise/** contractor or sub-contractors where need be and justified to the **Project Owner** upon request within a deadline of **fifteen (15) days** from the date of notification to start work:

- Insurance for civil liability for the Contractor/Head of the Enterprise;
- Comprehensive insurance of the site, guaranteeing against any loss or damage occurring on the structures and third parties upon expiry of the guarantee deadline
- Insurance covering the guarantee period of one (1) year

These insurances must be subscribed in approved insurance companies operating in Cameroon

Article 35: Documents to be furnished by the Enterprise (CCAGArticle49 competed) 35.1 Execution programme, plans and quality assurance

Within a deadline of thirty (30) days maximum from the date of notification of the service order to start works, the Enterprise/contractor shall submit six (6) copies to the Project Owner for the approval of the Contract Manager after the opinion of the Contract Engineer the programme for the execution of the works, calendar for works, Quality assurance plan and the Environmental Management Plan where necessary

a. The work programme shall be presented exclusively according to the model furnished in the Tender Document and must indicate the tasks to be accomplished in each section of the works, personnel to accomplish the tasks, duration to accomplish the task, and the Critical tasks which are determinant on the execution time-limit and also stressing on the means, equipment/material to be taken into account during the execution

- Conditions for borrowing extracting sites
- Conditions to re-instate the site of the works and installations
- c. The Enterprise/contractor shall indicate in his programme of work the materials and methods he considers to use and also the personnel he shall employ which should include the following:
 - Samples of all building materials to be used in the works in a locked premises thirty
 (30) days prior to the implementation
 - Note on geotechnical trials (means, investigative methods, programme etc.)
 - Time-limit for ordering and supply
 - Detailed schedule for maintaining traffic
 - A note on the functioning of the laboratory (premises, equipment, personnel etc.)
 - d. The approval given by the Project Owner shall not lessen anything from the responsibility of the Enterprise/Contractor in relating to damaging consequences which the putting in place of the programme of work, environmental management plan, materials and methods can cause to third parties or to the respect of the provisions of the contract

35.2 Project Execution

- a. The File of the plan of execution (calculations notes and drawings) necessary for the realization of all parts of the structure has to be submitted to the **Project Owner** for approval upon the opinion of the **Contract Manager** and **Contract Engineer** within a maximum deadline of **one** (1) month before the date previewed to start the realization of the said part/section of the structure in question.
- b. The Project Owner in collaboration with the Contract Manager and Contract Engineer has a deadline of fifteen (15) days to examine and make known his observations. The Enterprise/contractor has a deadline of eight (8) days to present a new file integrating the said observations
- **35.3** In case of non-observation of the deadlines for the approval of the above mentioned file by the administration these shall be considered approved

Article 36: Organization and Safety of work site (CCAGArticle50)

Before the provisional reception, the **Enterprise/Contractor** shall make a written request to the **Project Owner**, for the organization of a **Technical visit prior to the reception**

- **42.1.** Events comprising **operations** (**Technical visit/Report**) prior to the provisional reception shall include:
 - Assessment of executed works
 - Carry out any trials provided for in the contract
 - Establishment of non-executed works
 - Establishment of imperfections or bad workmanship of the services/works provided in the contract
 - Writing of reports of the completion of works and possible folding up of the site installation

42.2Folding up of site installations and restoring the work site (CCAG Article 69)

The contractor has deadline of **thirty (30) days** after the provisional reception of the works to clear, clean and restore areas placed at his disposal by the Project Owner for the execution of the works at his own cost

Failure to execute all or part of these operations under the prescribed conditions the equipment, installations, building materials, wreckages and waste not removed after a call to order by the **Project Owner** after the expiry of the **thirty (30) days** deadline shall be transported automatically, according to their nature from the project site to the public dumpsite, or handed over to the Administration of State Property to be sold by public auction, all at the expense of the contractor

In case of sale by public auction, proceeds from the sale shall be paid in the name of the contractor, to the Accounting Officer, after deduction of the costs and if provision is made, of penalties

- 42.3 The Commission for the reception shall statutorily be composed of the following:
 - 1. The Project Owner or his representative (Chairman)
 - 2. A representative from the Regional delegation of MINTP NWR
 - 3. A representative from the Regional delegation of MINMAP- NWR (As Observer)
 - 4. The Contract Manager-Member

The duration of the guarantee is **one (1) year** from the date of provisional reception of the works

Article 45: Final Reception (CCAGArticle72)

- **45.1**. The final reception shall be carried out within a maximum deadline of **fifteen (15)** days following the expiry of the guarantee deadline
- 45.2. The commission for final reception shall be composed of those mentioned above for the provisional reception
- 45.3. The procedure for the final reception shall be same as that of the provisional reception

CHAPTER V: MISCELLANEOUS PROVISIONS

Article 46: Termination of the contract (CCAGArticle74)

The contract may be terminated as provided for in Section II, Paragraphs I & II of Decree No. 2018/388 of 20th June 2018 revising the Public Contracts Code and equally under the conditions laid down in **Articles 74**, **75 and 76 of the CCAG** including but not exclusive:

- Delay of more that fifteen (15) calendar days in the execution of the Service Order or unjustified stop of works of more than seven (7) calendar days
- Delay in the works that can result to penalties more than 10% of the amount of the works
- Refusal to redo works badly executed
- Default of the Enterprise/contractor
- Persistent non-payment for works

Article 47: Case of force majeure (CCAGArticle75)

In the case where the Enterprise invokes a case of "force majeure » the ceiling which no reclamation shall be accepted includes:

• Rain: 200mm in 24 hours

Wind: 40m/s

crue: la crue de fréquence décennale.

Article 48: Disagreements and Litigations(CCAGArticle79)

PART N ° 05 SPECIAL TECHNICAL CONDITIONS (CCTP)

MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT
MINISTERE DE L'AGRICULTURE ET DU DEVELOPPEMENT RURAL

REPUBLIC OF CAMEROON

Peace - Work - Fatherland

North West Development Authority

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

P.O. Box 442, Bamenda

Tel: 223 361 378 Fax: 223 361 661

Email: mideno1981@gmail.com

Web site: www.mideno.org



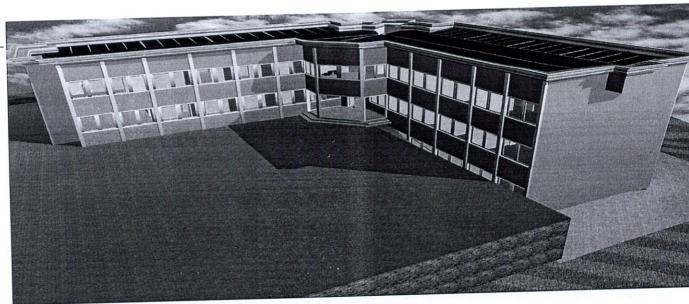
Bamenda, Le

No...../ MIDENO/B/.....

Terms Of Reference (TOR)

Project Title:

Renovation of the MIDENO Head Office Bamenda to improve Security, Safety & Inclusiveness (PHASE 1)



3D VIEW PLAN of MIDENO HEAD OFFICE PROJECT

- installation of energy efficiency and a solar hybrid power systems in the building.
- r) Concealed electrical wiring works to permit the eventual installation of a CCTV Surveillance Cameras system at key points in the building.
- s) Concealed electrical wiring for TV in key offices.
- t) Concealed electrical wiring works to permit the eventual installation of Smart Wifi Fire Detectors/Alarm at key points in building such as offices, technical rooms, lobby & corridors.
- u) Concealed electrical wiring works to permit the eventual installation of Smart Wifi Intruder Detectors/Alarm at key points in the building such as main entrance and offices.
- v) Replacement of any damaged electrical, telecom and air conditioning cables & pipes in the building.
- w) Construct all damaged concrete crossings and repair the yard pavement according to norm, as well as clean the entire yard to remove all debris, trees near walls and fence.
- x) Provide the electrical plan of all plan works as well as finished works.

III. ELIGIBILITY

The service provider should be a registered company in Cameroon specialized in building civil and electrical engineering works with at least 5 years' experience. Each service provider must produce at least two (02) proofs of similar jobs over the last three years.

It will also have to produce administrative documents proving that it is in good standing with the Cameroonian administrations in terms of its legal existence, its capacity to practice in this field and its outstanding tax liability.

IV. CATEGORY OF OFFER

PART 6: UINT PRICE SCHEDULE

Price Nº	Description or designation	Unit	Unit in Letter in CFA Francs exclusive of VAT	Unit prices in figures exclusive of VAT
1				
2				
3				
Etc.				

PART 7: DETAIL BILL OF QUANTITIES AND ESTIMATES

BILL OF QUANTITIES AND ESTIMATES FOR THE RENOVATION OF MIDENO HEAD OFFICE BUILDING

			1		Ë
309	Install Circuit Breaker DPN 5A, 10A or 16A Legrand for protection of the all solar power distribution	no	15		
	circuits in building				
310	Install Power Distribution Panel 12 Modules for each floor	no	2	2 1	
311	Install Power Distribution panel 6 modules for each essential load office	no	15		
312	Install Earthing for all the solar power electrical supply circuits network	LS	1		
313	Electrical wiring in CAT 6 pure copper cables for CCTV surveillace cameras system at key points in the building	points	24		
314	Electrical wiring for WIFI Fire / Intruder Detectors & Alarm at key points in offices, technical rooms, lobby & corridors in the building	points	66		
315	Wiring Accessories (conduit pipes, cups, cable channels etc)	LS	1		
	SUB-TOTAL 300				
-	LOT 400 - EXTERNAL WORKS	AND OT	HERS		
401	Provide and lay 159m2 of pavement bricks on yard including preparation of base layers and general repairs.	m2	159		
402	Some earth works including backfilling to make up level of yard at main entrance and relaying of pavement.	LS	1		
403	General cleaning of entire yard and removal of tree stums near walls	LS	1		
N-	SUB- TOTAL 400				

SUMMARY

DESCRIPTION	TOTAL
LOT 100- PRELIMINARY WORKS	
LOT 200- BUILDING MASONRY AND STRUCTURAL REPAIR WORKS	
LOT 300 - ELECTRICAL CIRCUIT WIRING AND REPAIR WORKS	
LOT 400 - EXTERNAL WORKS AND OTHERS	
GENERAL TOTAL WITHOUT V.A.T (T H T)	
VAT 19,25% T H T	
GENERAL TOTAL WITH V.A.T (TTC)	
ADVANCE TAXE 5,5% T H T	
NET PAYMENT	

North West Development Authority

MISSION DE DEVELOPPEMENT DE LA REGION DU NORD OUEST

the launching of Open National Invitat	DENO/13/84/2024 OF following tion to Tender No/RQ/MITB/13/84/2024 ON OF THE BAMENDA CENTRAL AREA REHOUSE STRUCTURE
HOLDER OF CONTRACT: [indicate the holder	er and his full address]
P.O. BoxatTel	
Business Registry Taxpayer's No	A issued at
SUBJECT OF CONTRACT : [indicate th	e full subject of the supply]
PLACE OF DELIVERY: [indicate]	
AMOUNT IN CFA F	
IAT	
EVAT	
VAT (19.25%)	
AIR (%)	
Net to be paid	
DELIVERY DEADLINE: [In days, weeks, in FINANCING:[Indicate the source of finance BUDGET HEAD:[to be completed]} SUBSCRIBED ON: SIGNED ON: NOTIFIED ON: REGISTERED ON: Between:	

Registration

PART Nº 10: MODEL OF DOCUMENTS TO BE USED BY BIDDERS

TABLE OF MODELS

Annex 1: Model Bid letter

Annex 2: Model of bid security

Annex 3: Model Final Bond

Annex 4: Model of bank guarantee for start-of Advance payment

Annex 5: Model for Retention fund guarantee

Annex 6: Model for work planning

Annex 7: Model for presentation of References of bidders

Annex 8: Model for presentation of equipment of Bidder

Annex 9: Model for presentation of personnel

Annex 10: Model of Attestation of Site Visit

ANNEX 2: MODEL OF BID SECURITY

Addressed to findicate the Project Owner and his address; 1 10,000 0 miles
Addressed to [indicate the Project Owner and his address] "Project Owner" Whereas the Enterprisehereinafter referred to as the "bidder' has
Whereas the Enterprise
submitted his bid on the
invitation to tender], hereinafter referred to as "the bid" and to which must be attached a
bid bond equivalent to
We[name and address of the bank], represented
We[name and dudition of the bank hereby
by
declare to guarantee payment to the Project Owner the maximum
of[indicate the amount] CFA francs, that the bank pledge; to pay in full to
the Project Owner, binding itself, its successors and assignees.
the Project Owner, billiams user, its successful and as follows:

The conditions of this commitment are as follows:

If the bidder retrieves his bid during the validity period specified in the tender document; or

If the bidder having been notified of the award of the contract by the Project Owner during the validity period:

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

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

This bond shall enter into force from the date of signature and from the date set by the Contractor Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the *end* of the deadline for the validity of bids. Any request by the

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 as soon as the Project Owner notifies the Supplier of the approval of the contract. It shall be released within a deadline of.......... [indicate the Deadline] from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us automatically 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 4: MODEL OF BANK GUARANTEE FOR ADVANCE PAYMENTS

Bank
We the undersigned(Bank and Address) declare by this guarantee on
behalf of(Enterprise) to the benefit of the Project
Owner(address of the Project Owner) the beneficiary
The payment without notice from the reception of the first written request of the
beneficiary declaring that(Enterprise) has not respected his obligations
relating to the reimbursement of the Start-off Advance according to the conditions of
contract No of relating to the works(Indicate the subject,
references of the Call for tender), the total sum corresponding to the advance
of(20% max) the amount all taxes inclusive of Contract No
payable from the notification of the corresponding Service Order, of(france
CFA.

ANNEX 5: MODEL FOR RETENTION FUND GUARANTEE

Bank
Reference of the guarantee: No
To:(Address of Project Owner)
Hereinafter referred to as "the Project Owner"
Whereas[name and address of Enterprise] hereinafter referred to "the Enterprise", pledged, in execution of the contract, to carry out the works of [indicate the subject of
the works] Whereas it is stipulated in the contract that the retention fund fixed at [10 % max] of the
amount of the contract all taxes inclusive may be replaced by a joint guarantee,
Whereas we have agreed to provide the Enterprise with this guarantee,
We,[name and address of the bank] represented
[names of signatories] and hereinafter referred to as "the bank":
Hence, we hereby affirm that on behalf of the Enterprise, we guarantee and are responsible to
the Project Owner for a maximum amount of [in figures and words] corresponding
to [percentage below 10 % to be specified] of the contract price.
And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the Enterprise has not fulfilled his contractual obligations or indebted to the Project Owner within the framework 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 detailed account, 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 works 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
Aton
[Signature of the bank]

ANNEX 7: MODEL FOR PRESENTATION OF REFERENCES OF BIDDERS

SN	Name of Contract	Reference of contract	Contracting/ Delegated Project Owner (Name & Address	Subject of Contract	Location of Contract	Contract Amount	Execution Deadline	Observation s
							, ,	

Annex copies of Contract and Minutes of Reception

ANNEX 9: MODEL FOR PRESENTATION OF QUALIFICATIONS AND EXPERIENCE OF THE KEY PERSONNEL RESPONSIBLE FOR EXECUTION OF THE CONTRACT

Post	Name	Qualificatio	Date Of	Experience in The	Observations
		n	Recruitme	construction	
			nt	works	
Works					
Directo					
r					
Site					
forema					
n					
Etc					

Annex CVs of personnel according the format provided below
Model Curriculum Vitae (CV) of the proposed personnel
Position
Name of
bidder
Name of
employee
Profession
Diplomas
Date of
birth

Date
Name & signature of employee
representative

Name & signature of Employer/

ANNEX 10: MODEL OF ATTESTATION OF SITE VISIT

Signature and Name of the	Manager of company/Representativ of Project Owner
DATE:	
Demographic inventory	
Technical Comment:	
At the end of this visit the following observations v	vere noted:
Purpose for the invitation to tender No	
Declare on honor having visited	
Engineer of the Company	
Mr./Mrs./Miss	

Signature and name of

Works Director

ANNEX I:

INTRODUCTION

This Project concerns the renovation of the MIDENO Main Office Building found along the Ayaba street, adjacent to the Taxation building. The building was completed and put in to use since 2013 with the intension to host the main office of the North West Development Authority and its Projects which was GP-DERUDEP at that time. The building has already served for 22 years and counting, consequently has undergone deterioration which is an imminent reason for its rehabilitation. Though wear and tear can be reason for renovation, the building was constructed and used with some initial defaults from poor design and workmanship which has hasten its deterioration. The initial faults on the building caused by poor design and construction and deterioration caused by ware and tear has been identified as follows:

1. CONSTRUCTION DEFECTS ON THE BUILDING.

- The pitch or the gradient of the roof is too low causing it to easily leak when any minimal hole occurs on the roof. It also favors the sedimentation of dust thereby creating a favorable condition for the growth of moss plant and spirogyra on it
- There is a centrally located concrete gutter that receives water from the roof sheets on both sides to evacuate it to drain pipes. The slope of this concrete gutter is low so cannot easily evacuate all the water during heavy rainfall consequently, water will overflow from the gutter and enter in to the ceiling and then finds its way in to offices. This usually destroys documents and other belongings if they are not well kept.
- The gutter also, during the dry season is always filled with dust which if not cleaned before the first serious rains, the water from the roof will be blocked by the dust sediments from running in to drain pipes thereby causing the water to find its way in to the ceiling and subsequently into the offices.
- The parapet walls that were constructed to protect the roof was built directly on the external walls of the building without any extended eves to protect the walls from direct rainfall. Rain from the top of the parapet walls flows on the walls directly thereby favouring the growth of moss and other micro-plants on the wall thereby changing its colour and weakening the plastering as their growing roots penetrate the walls.
- The external windows have no awnings, therefore sideward rains that touch the walls during heavy rains accumulates and flow on the windows and its protectors with a very high probability of finding its way into the building with the consequence to destroy office documents and equipment.

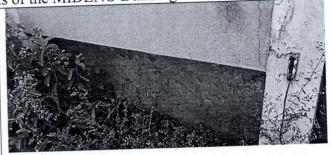
3. PHOTO ALBUM SHOWING DILAPIDATION



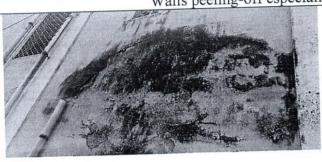


The dilapidated state of the walls of the MIDENO Building.





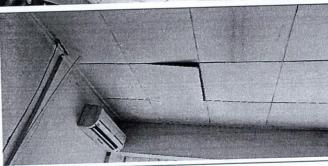
Walls peeling-off especially close to the foundation and toilets



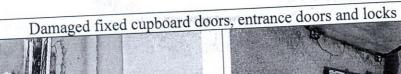


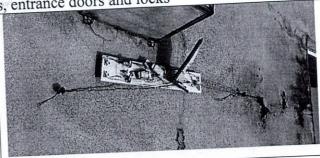
Moss on the walls of the building due to wetness





Damaged ceiling plywood caused by leaking roof





Dilapidated electrical and telecommunication installations





Damaged yard pavement





Damaged concrete crossings



Poor disposal of office waste



Falling-off plastering on the fence wall caused by overgrown grass on the outside of the wall.

4. PROPOSED SOLUTIONS.

Roof and Ceiling:

• Generally, the form of the roof will be changed. The parapet walls will be reconstructed that will project eves thereby preventing direct falling rains from flowing on the walls. A dome shape roof with a higher gradient drained with The window protectors will be polished and painted with the appropriate paint

Yard Pavement and Concrete Crossings

- The yard pavement can be repaired by packing all the pavement tiles on one side of
 the building yard, excavate the cotton soil that was in place and disposed-off and
 replace it with laterite and compact. Then pack back the concrete tiles according to
 the workmanship roles.
- Broken concrete crossing slabs will be replaced with slabs with appropriate reinforcement, dosage and thickness.
- The main entrance to the into the compound will be backfilled to take the level of the main tarre road that passes in front of the main gate into the compound and the pavement replaced.

Fence

- The area around the outside fence has to be cleared so that there are no tall grasses to direct water to wet the outer walls. These grasses will be eradicated with permanent use of grass killers.
- Peeled-off plastering on the fence wall will be replastered and treated accordingly to assure its durability.

Air Conditioning, Intercom and Electricity

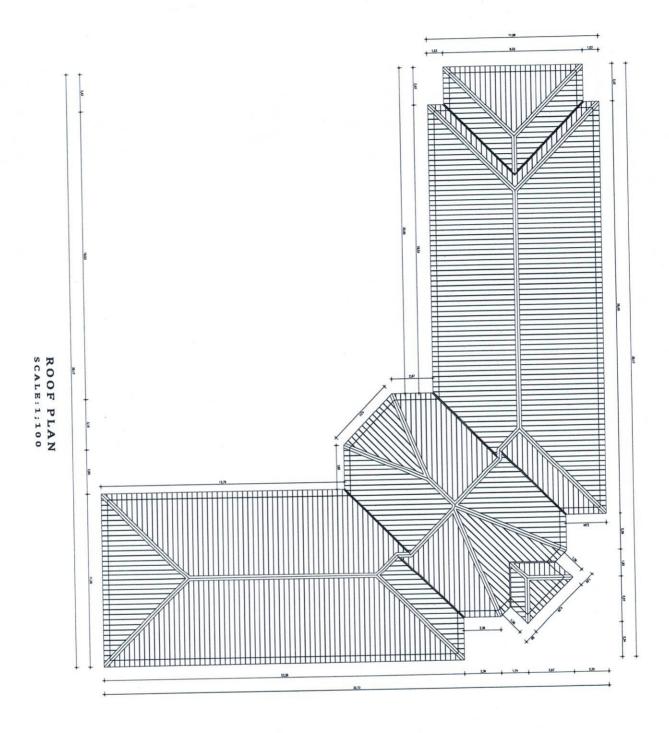
- The existing air conditioning system will be repaired and additional rooms will be air conditioned.
- The intercom system repaired and modified with modern hand sets and all the rooms in the building connected.
- Auto powered security solar bulbs will be installed all around the fence especially in front along the main tarred road.
- All switches and sockets that are bad will be replaced. The light bulbs will be replaced with modern ones.

Sign Boards

• A big illuminated signboard will be installed close to the main entrance gate to indicate the office.

Garbage disposal

 A small incinerator will be constructed to burn papers and plastics which are the main waste materials that comes from the offices. Other main garbage like tree



ANNEX II:

TECHNICAL SPECIFICATION FOR THE RENOVATION OF MIDENO BUILDING (PHASE 1)

1. SITE WORK

SCOPE OF WORK

- y) The main works on the roof will be chiseling of framing concrete beam to construct a new parapet wall to carry a new roof.
- z) Chiseling and adding concrete copings or awnings above and below the windows.
- aa) Chiseling, scraping and replastering of damaged plastering on internal and external walls
- bb) Repair of damaged doors, windows and office cabinets.
- cc) Concealed electrical circuit wiring & modifications to separate essential electrical loads from non-essential electrical loads that permit the eventual installation of energy efficiency and a solar hybrid power systems in the building.
- dd) Concealed electrical wiring works to permit the eventual installation of a CCTV Surveillance Cameras system at key points in the building.
- ee) Concealed electrical wiring for TV in key offices.
- ff) Concealed electrical wiring works to permit the eventual installation of Smart Wifi Fire Detectors/Alarm at key points in building such as offices, technical rooms, lobby & corridors.
- gg) Concealed electrical wiring works to permit the eventual installation of Smart Wifi Intruder Detectors/Alarm at key points in the building such as main entrance and offices.
- hh) Replacement of any damaged electrical, telecom and air conditioning cables & pipes in the building.
- ii) Construct all damaged concrete crossings and repair the yard pavement according to norm, as well as clean the entire yard to remove all debris, trees near walls and fence.
- jj) Provide the electrical plan of all plan works as well as finished works.

2. EARTHWORKS

EXCAVATION AND BACKFILL:

Excavation will be mainly on the yard to replace cotton soil with laterite and sand to correct the concrete pavement. Excavations shall be to the depths indicated for safe bearing values. All excavations shall be inspected and approved before pouring any laterite and sand with each of them compacted separately, as well as for the placing of the concrete pavement.

 All secondary ties such as stirrups, spirals and insets may be plain bars. The main reinforcing bars shall be as follows:

> NO 1. φ 6mm NO 2. φ 8mm NO 3. φ 10mm NO 4. φ 12mm NO 5. φ 14mm

 The reinforcement must be tied form using binding wire. Do not superpose more than 3 bars by putting 1 on top of the other. Bars having the largest section must always be provided with hooks at their extremes.

PROPORTIONING AND MIXING OF CONCRETE

Proportions of materials in 1 m³ of concrete shall be as follows

Class	Cement	Sand	Gravel	Use
'A'	1	1	2	Retailing walls, concreting under water
450Kg/1m ³				
'B'	1	1	2.5	Footings, columns, beams & R.C. slabs
350Kg/1m ³				
'C'	1	3	4	Blinding concrete, slab
250Kg/1m ³				

- All class of concrete shall have a 28-day strength of 2.5KN/m³, for all concrete work, except otherwise indicated on the plan.
- Mixing concrete shall be machine mixed. Mixing shall begin within 30minutes after cement has been added to aggregates. In the absence of a concrete mixer, manual mixing is allowed on a clean slab and has to be approved by the engineer.

FORMS

- Forms shall be used wherever necessary to confine the concrete and shaped it to the
 required lines to avoid the concrete from contamination with materials from the
 surroundings. Forms shall be of sufficient strength to withstand the pressure resulting
 from placement and vibration of the concrete, and shall be maintained rigidly in the
 correct position. Forms shall be sufficiently tight to prevent loss of mortar from the
 concrete, for forms exposed surfaces against which backfill is not to be placed shall be
 lined with a form grade plywood.
- Cleaning and oiling of forms Before placing the concrete, the contact surfaces of the form shall be leaned of mortar, grout or other foreign materials, and shall be quoted with

CURING

- GENERAL All concrete shall be moist cured for a period not less than 7 consecutive days by an approved method or combination applicable to local conditions.
- Moist Curing The surface of the concrete shall be kept continuously wet by covering
 with plastic or other approved materials thoroughly saturated with water and keeping the
 covering by wet spraying or intermittent hosing.

FINISHING

- Concrete surfaces shall not be plastered unless otherwise indicated. Exposed concrete
 surfaces shall be formed with plywood, and after removal of forms, the surfaces shall be
 smooth to line and shall present finished appearance except for minor defects which can
 easily be repaired by patching with cement mortar or can be grounded to a smooth
 surface to remove all joint marks of the form work.
- Concrete slabs on fill. The concrete slab on fill shall be laid on a prepared foundation
 consisting of sub grade and granular fill with thickness equal to the thickness of over
 laying slab except as indicated otherwise.

4. BLOCK WORKS

MATERIALS

- Concrete hollow blocks shall have a minimum face wall thickness of 20cm. Normal size shall be 20, 15, 10cm thick with height of 20cm and length of 40cm. All units shall be stored for a period of not less than 28days (including curing period) and shall not be delivered to the job site prior to that time unless the strength equal or exceed those mention in this specification.
- Wall reinforcement shall be No. 3 or 10mm steel bars.
- Sand shall be river sand, well screened, clean, hard, sharp siliceous, free from loam, silt
 or other impurities, composed of grains of varying sizes within the following limits:

Sieve No	Passing/Retain	Percentage
9	Pass	100
16	Retained	5
100	Retained	7

- Cement shall be Artificial Portland cement, (APC 325)
- Mortar Mix mortar from 3 5 mins in such quantities as needed for immediate use, retampering will be permitted if mortar stiffens because of premature setting. Discard such materials as well as those, which have not been used within 1hr after mixing.

Plaster shall be returned into reveals and soffits of openings, and all angles shall be true and straight with salient angles slightly rounded.

The Engineer shall approve the rendering coat of plaster in two-coat work before the setting coat is applied, and notice shall be given to the Engineer, when it is ready for inspection.

All cracks, blisters and other defects shall be cut out and made good and the whole left perfect at completion.

Plaster on walls shall be not less than 12 mm or more than 20 mm in thickness, and plaster on concrete ceilings and beams shall not be less than 9 mm or more than 16 mm in thickness, unless otherwise specified.

SCAFFFOLDING

 Provide all scaffolding require for masonry work, including cleaning down on completion remove.

6. CARPENTARY AND JOINERY WORK

MATERIALS

QUALITY OF TIMBER: Timber shall be of approved quality of the respective kind for the various part of the works, well-seasoned, thoroughly dry, and free from large, loose, or unsound knots, saps, shakes and other imperfections impairing its strength durability or appearance. All finishing timber to be used shall be completely dried and shall not contain more than 14 % moisture. It may be of the following (Doussie, Maobi, Tali, Azobe, Iroko, Bibinga, Mahogany etc)

TREATMENT OF THE TIMBER:

- All concealed timber shall be sprayed with solignum or its equivalent
- Surface in contact with masonry and concrete shall be coated with creosote or
- equivalent.
- All door/window sashes shall be well-seasoned, flush type or semi hollow core or solid core, plywood veneers on both sides. Exterior door shall be of dried panel doors

KIND OF TIMBER

All unexposed timber for framing shall be of hard wood (mahogany, iroko, etc). All window and doorjambs shall be of hard wood Balcony railings, flooring, girder and joints shall be also of hard wood. All interior flooring shall be of well-seasoned mahogany. Living room wood panels at the second floor shall be of plywood. Eaves shall be of seasoned white wood or Bac Alu. Exterior sidings shall be seasoned sun-dried V-cut white wood or Bac Alu.

7. ARCHITECTURAL FINSIHES SCHEDULE:

FINISHING HARDWARE.

Butt hinges: unless otherwise approved, use brass, polished and finely finished, mortise ball bearing 5 knuckles, non-rising loose pins, Use one and one-half airs (3) pairs of hinges per leaf of doors more than 1.80m high, loose pin butt for room doors, fixed pin butt for closed. Keying and keys; locks shall be keyed in sets and sub sets to provide maximum expansion. All sets shall be grand master and all entrance locks shall be great grand mastered keyed per unit.

RIM BOLTS: Rim bolts keeper shall be chrome finished.

DOOR BUMPERS: Where wooden doors shall strike an object during opening provide door bumper.

Cabinet hinges shall be "Washington" type or Plano hinges heavily chrome or nickel-plated.

Cabinet and closet catches shall be plastic roller types.

Provide Yale door closers for all swing exterior doors. (pivoted)

Provide heavy-duty head and foot bolt for the main entrance doors.

ELECTRICAL CIRCUIT WIRING AND REPAIR WORKS

SCOPE OF WORK

- Supply and installation of Electrical Wiring to distribute solar power to 2P+E sockets using quality cable U-1000 3/2.5 mm U-1000 of mark Nexans (or similar quality) and sockets of mark legrand (or similar quality).
- Supply and installation of Electrical Wiring to distribute 3-Phase solar power to various electrical protection boxes throughout the building using quality cable U-1000 5/4mm U-1000 of mark distingo - Nexans (or similar quality).
- Supply and installation of Electrical Wiring to distribute solar power to all indoor lights, outdoor projectors & toilet air exhaust fans as well as their occupancy PIR control sensors using quality cable U-1000 5/4mm U-1000 of mark distingo - Nexans (or similar quality).
- Supply and installation of Electrical Wiring to bring 3 Phase solar power from roof to technical room using in 2x10mm pure copper cables.
- Supply and installation of Manual Power Changeover Switch 3 Phase, 100A for solar ENEO Interface.

TECHNICAL SPECIFICATIONS:

- Power service 380 volts, Three phase, and 3 wire solid neutral 50hertz.
- Wiring methods: all power and control wiring shall be in rigid mild steel conductor.
- Grounding: Panel boards, race ways, gutters, metallic conduits and other noncurrent carrying metal parts of equipment, heaters, motor frames, shall be provided with effective grounding connection to a grounded cold centre pipe.
- Main and branch feeders:
- Conductors and complete conduct systems shall be provided as shown in drawing and no change, in sizes shall be made without approval by the Engineer or his authorized representative.
- Panel Board:
- Furnish and installs the electrical panel-boards as shown in plan.
- Receptacles switches: Outlets:
 - 1. Provide as indicated in drawing, the switches and receptacles with proper cover plates: Switches shall be of the quiet-matic type, or approved equal.
 - 2. Receptacles shall be duplex with proper cover plates rated 10amp. Min. 220V.

WIRES AND CABLES:

No wires shall be drawn into a raceway until it is complete with all necessary fitting, boxes supports. Connections shall be securely fastened such as not to loosen under vibration and normal strain. All connections spices shall be made with approved methods.

9. MITIGATING THE RISKS ON THE ENVIRONMENT

These standard clauses constitute the Environmental Regulations relating to the construction works contracts within the framework of the PNDP2.

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

These measurements 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) effects due to the movements of the equipment and machines within the construction site;

for the localization of the micro-project as well as the environmental action plan. This sensitization campaign will have to be re-lunched during the execution of the work.

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

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

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

As regards the working site, the contractor will complete all necessary work to restore the site (bringing the site to its original state). The contractor will have to take away all his material & machines. He is not supposed to abandon any equipment nor materials on the site, or at the surroundings, without prior notice of the controller. This restoration of the site relates to all its deviations and contours (e.g. foot paths etc) set up during the works.

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