FC00555/2025/MOA/NWRA/CRPM/DAO

REPUBLIC OF CAMEROON
Peace-Work-Fatherland
.....
NORTH-WEST REGIONAL ASSEMBLY
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REGIONAL EXECUTIVE COUNCIL
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PEACE-JUSTICE-UNITY-HARD WORK- SOLIDARITY
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Paix-Travail-Patrie
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ASSEMBLEE REGIONALE DU NORD-OUEST
.....
CONSEIL EXECUTIF REGIONAL
.....
PAIX-JUSTICE-UNITE-TRAVAIL-SOLIDARITE
.....

OPEN NATIONAL INVITATION TO TENDER

BY EMERGENCY PROCEDURE

****

TENDER FILE

****

PROJECT OWNER:

THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

CONTRACTING AUTHORITY:

THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

TENDER BOARD:

NORTH WEST REGIONAL ASSEMBLY INTERNAL TENDERS BOARD (NWRAITB)

TENDER FILE N° 004 /ONIT/NWRA/ITB/2025 OF 07 FEV 2025 FOR THE CONSTRUCTION OF A FENCE AT THE GOVERNMENT TECHNICAL HIGH SCHOOL NKWEN AND SOME DISTRICT HOSPITALS, NORTH WEST REGION (DIVIDED IN 3 LOTS)

"BY EMERGENCY PROCEDURE"

IMPUTATION:

FINANCIAL YEAR 2025

Re: 13-02-2025

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Document Nº. 1

TENDER NOTICE

REPUBLIC OF CAMEROON
Peace-Work-Fatherland
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NORTH-WEST REGIONAL ASSEMBLY
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REGIONAL EXECUTIVE ASSEMBLY
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CONSEIL EXECUTIF REGIONAL
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PAIX-JUSTICE-UNITE-TRAVAIL-SOLIDARITE

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N° 004 /ONIT/NWRA/ITB/2025 OF 07/ FEV /2025 FOR THE CONSTRUCTION OF A FENCE AT THE GOVERNMENT TECHNICAL HIGH SCHOOL NKWEN AND SOME DISTRICT HOSPITALS, NORTH WEST REGION (DIVIDED INTO 3 LOTS) "BY EMERGENCY PROCEDURE"

Financing: Public Investment Budget – 2025

1. **Subject of the Invitation to Tender:**

Within the framework of 2025 Public Investment Budget, The President of the North West Regional Assembly, Contracting Authority, hereby launches an Open National Invitation to tender **for the construction of a fence at the Government Technical High School Nkwen and some District Hospitals, North West Region (Divided into 3 lots) "By Emergency Procedure".**

2. **Nature of works**:

Works to be done consists of

100- PRELIMINARY SITE WORK
200- EARTHWORK
300-FOUNDATION
400-ELEVATION OF WALLS
500- METAL WORKS
600- FITTING AND PLASTERING
700- ELECTRICITY AND PAINTING

3. **Execution deadline**

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this Invitation to tender is **Four (04) Calender Months per Lot.**

4. **Lot: The** works are in three (03) lots as follows:

Lot	DIVISION	VILLAGE	PROJECT
01	MEZAM	Nkwen	Construction of a fence at the Government Technical High School Nkwen
02	MENCHUM	Wum	Construction of a fence at Wum District Hospital
03	MOMO	Batibo	Construction of a fence at Batibo District Hospital

5. **Estimated Cost**

The estimated cost after preliminary studies is as follows:

Lot	DIVISION	PROJECT	Amount (ATI)
01	MEZAM	Construction of a fence at the Government Technical High School Nkwen	42,579,763
02	MENCHUM	Construction of a fence at Wum District Hospital	50,000,000
03	MOMO	Construction of a fence at Batibo District Hospital	30,000,000

PRESIDENT ASSEMBLEE REGIONALE DU NORD OUEST REPUBLIQUE DU CAMEROUN

6. **Participation and origin**

Participation to this Invitation to tender is opened under the same conditions to all Cameroonian companies and business persons that have proven experience in the field of building construction and provided they are in compliance with the Cameroonian laws.

7. **Financing**

Works which are the subject of this Invitation to Tender shall be financed by the 2025 Public Investment Budget assigned to the North West Regional Assembly.

8. **Bid bond**

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking or insurance establishment approved by the Ministry in charge of finance and whose list is found in document No. 11 of the Tender File. The amount is as of the table below and **valid for Thirty (30) days beyond the date of validity of bids.**

LOT	DIVISION	PROJECT	AMOUNT (ATI)	AMOUNT OF BID BOND
01	MEZAM	Construction of a fence at the Government Technical High School Nkwen	42,579,763	851,600
02	MENCHUM	Construction of a fence at Wum District Hospital	50,000,000	1,000,000
03	MOMO	Construction of a fence at Batibo District Hospital	30,000,000	600,000

9. **Consultation of Tender File:**

The file may be consulted during working hours at the Services of the Director of General Affairs at the North West Regional Assembly (Annex Building of Block "A", Tel N° 2 33 36 00 92 or using the address www.marchespublics.cm), as soon as this notice is published.

10. **Acquisition of Tender File:**

The file may be obtained from the Services of the Director of General Affairs (Tel N° 2 33 36 00 92 or using the address www.marchespublics.cm), as soon as this notice is published against payment of the sum of **One Hundred and Five Thousand Seven hundred (105,700) Francs** CFA, into the North West Regional Assembly Treasury (Block B), representing the cost of purchasing the Tender File.

11. **Submission of bids:**

Each offer drafted in English or French in Seven (7) copies including One (1) original and Six (6) copies marked as such, should reach the Services of the Contracting Authority, Tel N° 2 33 36 00 92 or using the address www.marchespublics.cm not later than 05/MAR/2025 **2025 at 10:00am noon** local time and should carry the inscription: 07 FEV 2025

OPEN NATIONAL INVITATION TO TENDER N° 004/ONIT/NWRA/ITB/2025 OF __/__/2025 FOR THE CONSTRUCTION OF A FENCE AT THE GOVERNMENT TECHNICAL HIGH SCHOOL NKWEN AND SOME DISTRICT HOSPITALS, NORTH WEST (DIVIDED INTO 3 LOTS) "BY EMERGENCY PROCEDURE".

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

12. **Admissibility of bids**

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

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

REPUBLIC OF CAMEROON NORTH WEST REGIONAL ASSEMBLY PRESIDENT ASSEMBLEE REGIONALE DU NORD OUEST

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the 05 MARS 2025 /2025 at **11.00 am** local time, in the conference hall of the President of the North West Regional Assembly Internal Tenders' Board, by its competent members. Only bidders may attend or be represented by duly mandated persons of their choice who have good knowledge of their files.

14. Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

A. Eliminatory criteria

1. Absence or non-conformity of an element in the administrative file non regularized within 48 hours after opening of bids;
2. Execution deadline higher than prescribed in the Tender File;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign leading to the identification of the bidder;
6. Incomplete financial file;
7. Non respect of **75%** of essential criteria;
8. Suspended by MINMAP for 2025 fiscal year.
9. Submission of insufficient number of bids or the lake of the original copy of bids
10. Average annual turnover of at least the tendering amount (Average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last five (5) years (from 2020). This should be justified by copies of past contracts (completed or ongoing). Final reception minutes for all completed contracts before 2024 and provisional reception minutes for contracts completed in 2024 should be presented.

B. Essential criteria

1- General presentation of the Tender Files;
2- Financial capacity;
3- References of the company in similar achievements visa by the competent authority;
4- Quality of the personnel;
5- Technical organization of the works;
6- Safety measures on the site;
7- Logistics;
8- Attestation of site visit duly signed on honour by the bidder and report of site visit with pictures;
9- Special Technical Clauses initialed in all the pages, signed and dated at the last page;
10- Special Administrative Clauses completed and initialed in all the pages, signed and dated at the last page.

15. Award

The evaluation will be done in a binary way (**yes**) or (**no**) with an acceptable minimum score of **75%** of the essential criteria taken in account.

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria. **A bidder can bid for more than one lot but can only be awarded one lot.**

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NORTH WEST REGIONAL ASSEMBLY
PRESIDENT
ASSEMBLEE REGIONALE DU NORD OUEST
REPUBLIQUE DU CAMEROON

16. Validity of bids

Bidders will remain committed to their offers for **Ninety (90) days** from the deadline set for the submission of tenders.

17. **Complementary information**

Complementary technical information may be obtained during working hours from the Services of the Director of General Affairs, North West Assembly Building, Block "A". (Tel N° 2 33 36 00 92).

Done at Bamenda on 07 FEV 2025

THE PRESIDENT OF THE REGIONAL ASSEMBLY
(Contracting Authority)

REPUBLIC OF CAMEROON
NORTH WEST REGIONAL ASSEMBLY
PRESIDENT
ASSEMBLEE REGIONALE DU NORD OUEST
REPUBLIQUE DU CAMEROUN

Fobuzshi Angwafo III
President North - West Regional
Executive Council

Copies:

- ARMP BAMENDA
- RD/MINMAP/NW
- Chairperson of RTB/NW
- Notice Board
- File/archive

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AVIS D'APPEL D'OFFRES

PAR PROCEDURE D'URGENDE

APPEL D'OFFRES NATIONAL OUVERT

N° 004/ONIT/NWRA/ITB/2025 DU 07 FEV 2025 POUR LA CONSTRUCTION D'UNE CLOTURE AU LYCEE TECHNIQUE DE NKWEN ET DANS CERTAINS HOSPITAUX DE DISTRICT DANS LA REGION DU NORD-OUEST (DIVISE EN 3 LOTS) "EN PROCEDURE D'URGENCE"

Financement : Budget d'Investissement Public 2025

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2025, le Président de l'Assemblée Régionale du Nord-Ouest, Autorité Contractante lance un Appel d'Offres National Ouvert **pour la Construction d'une clôture au Lycée Technique de Nkwen dans la Région du Nord-Ouest en procedure d'urgence.**

2. Consistance des travaux

Les travaux comprennent notamment :

100- TRAVAUX PREPATOIRES – IMPLANTATION
200- TRAVAUX DE TERRASSEMENT
300- FONDATION
400- ÉLÉVATION DES MURS
500-TRAVAUX DE METAUX
600- FERME ET REVÊTEMENT D'ÉPREUVE
700- INSTALLATION ÉLECTRIQUE

3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **Quatre (04) Mois Calendaires.**

4. Allotissement

Le travail est ci-après défini à **Trois (03) lot :**

LOT	DEPARTEMENT	VILLAGE	PROJET
01	MEZAM	Nkwen	Construction d'une cloture au Lycée Technique de Nkwen
02	MENCHUM	Wum	Construction d'une cloture a l'hopital district de Wum
03	MOMO	Batibo	Construction d'une cloture a l'hopital district de Batibo

5. Coût prévisionnel

Le coût prévisionnel de l'opération des trois projets à l'issue des études préalables est de :

Lot	DEPARTEMENT	PROJECT	Montant (TTC)
01	MEZAM	Construction d'une cloture au Lycée Technique de Nkwen	42,579,763
02	MENCHUM	Construction d'une cloture a l'hopital district de Wum	50,000,000
03	MOMO	Construction d'une cloture a l'hopital district de Batibo	30,000,000

6. Participation et originece

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

7. **Financement**

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Public du Cameroun de l'exercice 2025.

8. **Cautionnement provisoire**

Chaque soumissionnaire doit inclure dans ses documents administratifs une caution de soumission émise par une institution bancaire ou d'assurance de premier ordre approuvée par le Ministère des Finances, dont la liste figure dans le document n° 11 du Dossier d'Appel d'Offres. Le montant est précisé dans le tableau ci-dessous et doit être valable pendant trente (30) jours au-delà de la date de validité des offres.

LOT	DEPARTEMENT	PROJECT	MONTANT (TTC)	MONTANT DE LA CAUTION DE SOUMISSION
01	MEZAM	Construction d'une cloture au Lycée Technique de Nkwen	42,579,763	851,600
02	MENCHUM	Construction d'une cloture a l'hopital district de Wum	50,000,000	1,000,000
03	MOMO	Construction d'une cloture a l'hopital district de Batibo	30,000,000	600,000

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

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables aux services du Directeur des Affaires Générales de l'Assemblee Regionale du Nord-Ouest (**Tel N°** 2 33 36 00 92 ou en utilisant l'adresse www.marchespublics.cm) dès Publication du présent avis.

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

Le dossier peut être obtenu aux heures ouvrables auprès Publication du présent avis aux services de l'autorité contractant (**Tel N°** 2 33 36 00 92 ou en utilisant l'adresse www.marchespublics.cm) contre présentation d'une quittance de versement au Trésor Public de la somme non remboursable de. **Cent cinq mille sept cent (105,700) FCFA.**

11. **Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé services du Directeur des Affaires Générales de l'Assemblée Régionale du Nord-Ouest. (**Tel N°** 2 33 36 00 92 ou en utilisant l'adresse www.marchespublics.cm), au plus tard le 05 MAR 2025 **2025 à 10 h 00**, heure locale et devra porter la mention suivante :

APPEL D'OFFRES NATIONAL OUVERT
N° 01/ ONIT/NWRA/ITB/2025 DU 07 FEV 2025 POUR LA CONSTRUCTION D'UNE CLOTURE AU LYCEE TECHNIQUE DE NKWEN ET DANS CERTAINS HOSPITAUX DE DISTRICT DANS LA REGION DU NORD-OUEST (DIVISE EN 3 LOTS) EN PROCEDRE D'URGERNCE.
« A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »

12. **Recevabilité des offres**

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

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

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera declarée

irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu **le 05 MARS 2025 à 11h 00**, heure locale, dans la salle de conférence du Président de l'Assemblée Régionale du Nord-Ouest siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

1- Absence ou non-conformité de document administratif qui ne peuvent pas ce régulariser pendant Quarante-huit heures appris ouverture des offres ;
2- Délai d'exécution supérieur à celui prescrit dans le DAO ;
3- Fausses déclarations ou pièces falsifiées ;
4- Absence ou insuffisance de la caution provisoire de soumission ;
5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
6- Offres financière incomplète,
7- Le non-respect de **75%** des critères essentiels ;
8- Suspendu par le MINMAP en 2025
9- Remise d'un nombre insuffisant d'offres ou manque de la copie originale des offres
10- Chiffre d'affaires annuel moyen d'au moins le montant d'appel d'offre (chiffre d'affaires annuel moyenne calculée comme le total des paiements certifiés reçus pour les contrats en cours ou achevés, au cours du dernier cinq (5) ans (à partir de 2020) à justifier par des copies des contrats passés (achevés ou en cours. Procès-verbal de réception définitif pour tous les marchés terminés avant 2024 et procès-verbal de réception provisoire pour les contrats terminés en 2024 à présenter)

B - Critères essentiels

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

1- Présentation générale de l'offre ;
2- Capacité financière ;
3- Références de l'entreprise dans les réalisations similaires ;
4- Qualité du personnel ;
5- Organisation technique des travaux ;
6- Sécurité au chantier ;
7- Moyens logistiques ;
8- Attestations de visite de site signée sur l'honneur par le soumissionnaire et rapport de visite du site avec photos ;
9- Cahier des Clauses Techniques Particulières paraphé à chaque page, signe et date a la denier page ;
10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page, signe et date à la denière page.

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

REPUBLIC OF CAMEROON NORTH WEST REGIONAL ASSEMBLY PRESIDENT ASSEMBLEE REGIONALE DU NORD OUEST REPUBLIQUE DU CAMEROON

15. Attribution

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

Le marché sera attribué au soumissionnaire qui aura proposé l'offre le moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **75%** des critères essentiels. Un enchérisseur peut soumissionner pour plus d'un lot mais ne peut se voir attribuer qu'un seul lot.

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant **90 jours** à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès des services du Directeur des Affaires Générales **(Tel N° 2 33 36 00 92)**.

Fait à Bamenda, le 07 FEV 2025

Le Président de l'Assemblée Régionale du Nord Ouest
(Autorité Contractante)

REPUBLIC OF CAMEROON
NORTH WEST REGIONAL ASSEMBLY
PRESIDENT
ASSEMBLEE REGIONALE DU NORD OUEST
REPUBLIQUE DU CAMEROUN

Fomuyiwa Angwafo III
President North - West Regional
Executive Council

Copie :
- ARMP
- DR/MINMAP/NW
- Présidents CIPM
- Affichage
- Chrono/archive

Document Nº. 2

GENERAL REGULATIONS OF THE INVITATION TO TENDER

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A. GENERAL

Article 1: Scope of the tender

The Contracting Authority, The President of the North West Regional Assembly hereby launches an Open National Invitation to **Tender N° ___/ONIT/NWRA/ITB/2025 of __/__/2025 for the Construction of a fence at the Government Technical High School Nkwen and some District Hospitals, North West Region (Divided into 3 lots) "By Emergency Procedure".**

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

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

Article 2: Financing

The source of financing of the works forming the subject of this Invitation to Tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and Contractors the strict respect of rules of professional ethics during the award and execution of Public Contracts. By virtue of this principle:

a) The following definitions shall be admitted:

i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a Public official during the award or execution of a Contract;

ii)Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a Contract;

iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a Contract.

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

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

Article 4: Candidates are allowed to compete

4.1 If the Invitation to Tender is opened, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

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

(b) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

i) Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or

ii) Presents more than one bid within the context of Invitation to Tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.

iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts.

(c) The bidder must not have been excluded from bidding for Public Contracts.

(d) A Cameroonian Public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

5.1 Building materials, the Contractor's materials, supplies, equipment and services forming the subject of this Contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the Invitation to Tender and all expenditure done within the context of the Contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

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

(a) submit a power of attorney making the signatory of the bid bound by the bid; and

(b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the Invitation to Tender, in order to establish their qualification to execute the Contract.

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

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

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

(a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;

(b) The bid and the Contract must be signed in a way that is binding on all members of the group;
(c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;

(d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;

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

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

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

Article 7: Visit of works site

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

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

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

B. TENDER FILE

Article 8: Content of Tender File

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

Document No. 1. The Tender Notice;
Document No. 2. The General Regulations of the Invitation to Tender;
Document No. 3. The Special Regulations of the Invitation to Tender;
Document No. 4. The Special Administrative Conditions;
Document No. 5. The Special Technical Conditions;
Document No. 6. The schedule of unit prices;
Document No. 7. The bill of quantities and estimates;
Document No. 8. The sub details of unit prices;
Document No. 9. Model documents of the Contract:

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

Document N°. 10. Models to be used by bidders;

a. Model Contract;
Document N°. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
Document N°. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for Public Contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the Regulation of Public Contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

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

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

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

C PREPARATION OF BIDS

Article 11: Tender costs

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

Article 12: Language of bid

The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into

either English or French of the passages concerning the bid is included, in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

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

a. **Volume 1: Administrative file**

It includes:

i) all documents attesting that the bidder:
- has subscribed to all declarations provided for by the laws and regulations in force;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or forfeiture provided for by the law in force;

ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the Invitation to Tender;

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

b. **Volume 2: Technical bid**

b.1 Information on qualifications

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

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the Contract

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

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

b.4 Commentaries (optional)

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

c. **Volume 3: Financial bid**

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

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

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

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

Article 14: Bid price

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

14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the Contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the Contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any Contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the Invitation to Tender.

15.2 Option A: The amount of the bid shall be entirely made in the national currency.
The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the Contract.

b) The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the Contract so that the retained bidder does not bear any change in the exchange rate.

15.3 Option B: The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

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

(a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

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

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

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

Article 16: Validity of bids

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

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

16.3 Where the Contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

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

Article 17: Bid bond

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

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

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

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

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

17.6 The bid bond may be seized:

(a) if the bidder withdraws his bid during the period of validity;

(b) if the retained bidder:

i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;

ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

iii) refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit

the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

20.3 The bid shall be bear no modification, suppression or alteration unless such corrections are initialled by the signatory(ies) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The external and internal envelopes:

a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "***TO BE OPENED ONLY DURING THE BID-OPENING SESSION***" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

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

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

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription **"WITHDRAWAL"**, and **"REPLACEMENT BID"** or **"MODIFICATION".**

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General

Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

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

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. OPENING OF ENVELOPES AND EVALUATION OF BIDS

Article 25: Opening of envelopes and petitions

25.1 The regional Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder un opened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement** bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

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

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

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

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

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

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

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

Article 26: Confidential nature of the procedure

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

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

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

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

Article 28: Determination of compliance of bids

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

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

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

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

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

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

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

(a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

(b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

(c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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

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

a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;

b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.

c) By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;

d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;

f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this Invitation to Tender is launched simultaneously for several lots.

g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this Contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

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

Article 34: Award

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

34.2 If, according to article 13(2) of the General Regulations, the Invitation to Tender comprises several lots, the lowest bid shall be determined by evaluating this Contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

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

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

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

Article 36: Notification of award of the Contract

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

Article 37: Publication of results of award and petitions

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of Public Contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.
It must take place within a maximum deadline of five (5) working days after the Publication of the results.

Article 38: Signing of the Contract

38.1 After Publication of the results, the draft Contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the Contract from the date of reception of the draft Contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

Article 39: Final Bond

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

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

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

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

Document Nº. 3

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

References of the General regulations	General
1	**Definition of works:** **The Construction of a fence at the Government Technical High School Nkwen and some District Hospitals, North West Region (Divided into 3 lots) "By Emergency Procedure".** Name and address of the Contracting Authority: The President of the North West Regional Assembly Reference of Invitation to Tender: N° ___/ONIT/NWRA/ITB/2025 OF ___/___/2025
2	Execution deadline: Four (04) Calender Months per lot
3	**Source of financing** Works which form the subject of this Invitation to Tender shall be financed by the 2025 Public Investment Budget assigned to the North West Regional Assembly
4	List of pre-qualified candidate. Not applicable
5	Origin of building materials, equipment, and supplies: The materials will generally be from natural sources in Cameroon or imported.

6.1 Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

C. Eliminatory criteria

1. Absence or non-conformity of an element in the administrative file non regularized within 48 hours after opening of bids;
2. Execution deadline higher than prescribed in the Tender File;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign leading to the identification of the bidder;
6. Incomplete financial file;
7. Non respect of **75%** of essential criteria;
8. Suspended by MINMAP for 2025 fiscal year.
9. Submission of insufficient number of bids or the lake of the original copy of bids
10. Average annual turnover of at least the tendering amount (Average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last five (5) years (from 2020). This should be justified by copies of past contracts (completed or ongoing). Final reception minutes for all completed contracts before 2024 and provisional reception minutes for contracts completed in 2024 should be presented.

D. Essential criteria

1- General presentation of the Tender Files;
2- Financial capacity;
3- References of the company in similar achievements visa by the competent administrative authority;
4- Quality of the personnel;
5- Technical organization of the works;
6- Safety measures on the site;
7- Logistics;
8- Attestation of site visit duly signed on honour by the bidder and report of site visit with pictures;
9- Special Technical Clauses initialed in all the pages, signed and dated at the last page;

10- Special Administrative Clauses completed and initialed in all the pages, signed and dated at the last page.

The criteria relating to the qualification of candidates could be indicative on the following:
The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

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

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied **100%** of the eliminatory criteria and at least **75%** of the essential criteria. A bidder can bid for more than one lot but can be awarded only one lot.

ARTICLE 6: **Language of the bids:**

The offer like any correspondence and all documents concerning the tender, exchanged between the tenderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language on condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

7. PRESENTATION OF THE TENDER

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

A) Administrative Documents
B) Technical Documents
C) Financial Documents

7.1 External envelope.

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

<<OPEN NATIONAL INVITATION TO TENDER Nº ___/ONIT/NWRA/ITB/2025 OF __/__/2025 FOR THE CONSTRUCTION OF A FENCE AT THE GOVERNMENT TECHNICAL HIGH SCHOOL NKWEN AND SOME DISTRICT HOSPITALS, NORTH WEST REGION (DIVIDED INTO 3 LOTS) "BY EMERGENCY PROCEDURE".

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"

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

7.2 Internal envelopes

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

The first internal envelope shall be labeled;
<<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>> and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

ADMINISTTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber

	Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance. (See list of approved banks on page 87 of this tender file)
A.5	Purchase receipt of Tender File issued by NWRA Treasury
A.6	A bid bond issued by a first rate-financial institution approved by the Ministry in charge of Finance in conformity with COBAC regulations
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate (**Attestation de conformité fiscal**) signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of location of the Company signed by the bidder on honour
A.12	Power of attorney if necessary
A.13	Group agreement where applicable
A.14	Special Technical Clauses initialed on all the pages and signed, dated and stamped on the last page.
A.15	Special Administrative Clauses completed and initialed on all the pages, signed, dated and stamped on the last page.

The absence absent or insufficient bid bond will result to the elimination of the offer

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

A. General presentation of bids	
- Presence of all documents	yes/no
- Properly bound.....	yes/no
- Table of content	yes/no
- Separators in colour apart from white.....	yes/no
- Order prescribed respected.....	yes/no
- Clearness of the documents.....	yes/no
TOTAL 1	**/6**
B. The company references	
References of the company in similar works for the past ten (10) years:	
- 01 certified copy of similar contract visa and legalized by a competent administrative authority equal or above 20 million FCFA ATI (1st and last pages) and PV of final reception for works realized before 2024 and provisional reception for works realized in 2024.	yes/no
- 01 certified copy of similar contract visa and legalized by a competent administrative authority equal to or more than 15 million CFA ATI (1st and last pages) and PV of final reception for works realized before 2024 and provisional reception for works realized in 2024.	yes/no
- 01 certified copy of similar contract visa and legalized by a competent administrative authority below 15 million and above 5 million (1st and last pages) and PV of final reception for works realized before 2024 and provisional reception for works realized in 2024.	yes/no

TOTAL 2	/3
C. Equipment	
- Proof of ownership or hire of a domp truck	yes/no
- Proof of ownership or hire of a 4x4 pick-up vehicle in good operating condition	yes/no
- Proof of ownership of a vibrator in good operating condition ...	yes/no
- Proof of ownership or hire of a concrete mixer of at least $0.5m^3$ volume	Yes/no
- Proof of ownership of masonry tool kids	yes/no
- Proof of ownership of electrical tool kid	yes/no
- Prof of ownership of carpentry tool kids	yes/no
- Proof of ownership or hire of plumbing tool kids	yes/no
TOTAL 3	/7
D. Qualification of site personnel	
- Organizational Chart of the enterprise.....	yes/no
- Organizational Chart of site with comments	yes/no
Works Director: Civil Engineer with at least 05 years of working experience	
- Diploma of work Director certified.....	yes/no
- Attestation of presentation of original diploma works director	
- CV signed and dated by works Director.....	yes/no
- Professional experience of works Director above five years.....	yes/no
- Attestation of availability dully signed by the works director	yes/no
Site foreman: Senior Technician in Civil Engineering with at least 05 years of working experience	
- Certified copy of certificate of site foreman.....	yes/no
- Attestation of presentation of original diploma of site foreman	yes/no
- CV signed and dated by site foreman.....	yes/no
- Professional experience of site foreman above five years	yes/no
- Attestation of availability of site foreman	yes/no
Chief builder: BAC in Civil Engineering with at least three years of working experience	
- Certified copy of diploma of chief builder.....	yes/no
- Attestation of presentation of original diploma of Chief Builder ...	yes/no
- CV signed and dated by Chief Builder	yes/no
- Attestation of availability of Chief Builder	Yes/no
Chief carpenter: BAC in wood work with at least three years of working experience	
- Certified copy of diploma of chief carpenter.....	yes/no
- Attestation of presentation of original diploma of Chief Carpenter	yes/no
- CV signed and dated by Chief Carpenter	yes/no
- Attestation of availability of Chief Carpenter	Yes/no

Chief Electrician: BAC in Electricity with at least three years of working experience	
- Certified copy of diploma of chief electrician ……	yes/no
- Attestation of presentation of original diploma of chief electrician …..	yes/no
- CV signed and dated by chief electrician ……	yes/no
- Attestation of availability of chief electrician ……	Yes/no
Chief Plumber: CAP in plumbing with at least three years of working experience	
- Certified copy of diploma of chief plumber ……	yes/no
- Attestation of presentation of original diploma of chief plumber...	yes/no
- CV signed and dated by chief plumber ……	yes/no
- Attestation of availability of chief plumber	Yes/no
Chief painter: CAP/trade certificate in painting at least three years	
- Certified copy of diploma of chief painter ……	yes/no
- Attestation of presentation of original diploma of chief painter …	yes/no
- CV signed and dated by chief painter ……	yes/no
- Attestation of availability of chief painter …	Yes/no
TOTAL 4	**/31**
E. The methodology of intervention and execution of work	
- Attestation of site visit signed by the bidder on honour.	yes/no
- Site Visit report signed and dated by bidder or dully authorised representative with pictures ……..	yes/no
- Detailed technical note on the organization and execution of works…	yes/no
- Coherence synchronized planning of execution of works……	yes/no
- Coherence of Individual Protection Plan (IPP) within the building site…	yes/no
- Coherence of the General Security and Safety Plan (GSSP) within the building site…	yes/no
- Description of the socio - environment measures for site protection…..	yes/no
- Coherence in the methodology of execution of works ……	yes/no
- Coherence in the organization of the site……..	yes/no
-Plan of supply of constructional materials and storage conditions ……	yes/no
- CCTP dully initialled on each page, signed and dated on the last page	yes/no
TOTAL 4	**/11**
F– Pre-financing	
Attestation of credibility shall be at least 80% of the bid price issued by a first rate banking establishment.....	yes/no
TOTAL	**/1**
TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6	**/59**

ENVELOPE C- FINANCIAL FILE

Tthe third internal envelope shall be labbled and shal contain the following documents:

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides from as well in the original as in the copies, so as to facilitate its examination

SUPPLY PRICE

ARTICLE 8: Currency of payment

This National Invitation to Tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the first phase of the works and the equipment defined in the present Invitation to Tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers.

ARTICLE 9: Transport and delivery

The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed as of the table above.

The time of validity of this guarantee is one hundred and twenty (120) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at two percent (**2%**) maximum of the initial amount of the services envisaged in the contract.

It could be replaced by a personal guarantee interdependent of a banking institution approved by the Ministry of Finances, following COBAC regulations.

It will have to be made up in twenty (20) days following the notification of the signature of the Contract from a bank approved by the Minister in charge of Finances.

10.3 Guarantee Retention

Guarantee Retention of ten percent (**10%**) will be operated on amount including all taxes of the jobbing order. The corresponding sum from a first-rate banking establishement will be released after the final acceptance of work.

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for **Ninety (90)** days as from the handover date of the offers.

If at the end of this period, the Contract is not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 12: A number of copies of the offer which must be filled and sent

The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his document inside a sealed outer envelope being the label:

<< OPEN NATIONAL INVITATION TO TENDER N° _____/ONIT/NWRA/NWRAITB/2024 OF __/__/2024 FOR THE CONSTRUCTION OF A FENCE AT THE GOVERNMENT TECHNICAL HIGH SCHOOL NKWEN AND SOME DISTRICT HOSPITALS, NORTH WEST REGION (DIVIDED INTO 3 LOTS) "BY EMERGENCY PROCEDURE".

"TO BE OPENED ONLY DURING THE OPENING SESSION"

ARTICLE 13: Date and latest time of submission of bids

The offers will have to arrive under closed fold and seal latest **__/__/2025 at 10:00am**, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address: Services of the Director of General Affairs at the North West Regional Assembly, North West (Tel N°233360092 or using the address www.marchespublics.cm). Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the bids will be carried out in the conference room of **The President of the North West Regional Assembly on __/__/2025** as from **11: 00am**, by the Regional Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest amount, essentially conforming to the regulations of the Tender File, having satisfied **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account. **A bidder can bid for more than one lot but awarded only one**.

The decision carrying attribution of the Contract will be published by way of press release or any other means of Publication of use in the Administration.

If the Contract passed on the basis of technical alternative suggested by the bidder, the Contracting Authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer.

The Contracting Authority reserves the right not to take action on an Invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

ARTICLE 16: SITE INSTALLATION

Before the commencement of works, the Contractor must be installed on the site by the following:

- The President of the North West Regional Assembly or his representative (Chairman)
- The Contract Manager
- The Contract Engineer (Secretary)
- The Regional Delegate MINMAP North-West or his representative;
- Contractor
- The Beneficiary (Observer)
- The Commissioner for Education or Health at the North West Regional Assemby (Observer)

Document Nº. 4

SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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Article 7 - Communication (GAC articles 6 and 10 supplemented)
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CHAPTER I: GENERAL

Article 1: Subject of Contract
The subject of this Contract shall be: **Construction of a fence at the Government Technical High School Nkwen and some District Hospitals, North West Region (Divided into 3 lots) "By Emergency Procedure".**

Article 2: Contract award procedure
This Contract is be awarded by Open National Invitation to Tender No _____/ONIT/NWRA/ITB/2025 of __/__/2025.

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

3.1 *General definitions (cf. Code)*

- ✓ The Contracting Authority shall be **The President of the North West Regional Assembly**; in this respect he preserves the original documents relating to the contract and transmits copies to the Public Contract Regulatory Agency.
- ✓ The Contract Manager shall be **The Director of General Affairs at the North West Regional Assembly**. In this capacity, he shall respect the administrative, technical and financial clauses of this contract.
- ✓ The Contract Engineer shall be **The Regional Delegate of MINTP for the North-West**. He shall validate the different crucial phases of work done, from the installation of the Contractor to the Provisional and Technical Reception.
- ✓ **The Regional Delegation of MINMAP North-West** shall carry out unannounced control for the execution of this project.
- ✓ **The Divisional/Sub-Divisional Peace and Development Committees (P.D.C)** shall carryout Social Control and report to the President of the Regional Assembly.
- ✓ **The Contractor shall be [*to be specified*].**

3.2 *Security*
This Contract may be used as security subject to any form of transfer of the debt.
In this case:

- The authority in charge of ordering payment shall be **The President of the North West Regional Assembly.**
- The body or official in charge of payment shall be **The Paymaster General/North West.**
- The official competent to furnish information within the context of execution of this Contract shall be ***The Director of General Affairs at the North West Regional Assembly.***
- The authority in charge of clearance shall be **The Specialised Finance Controller of the North West Regional Assembly**.

3.3 Duties of the Control Mission, Project Manager **(Not applicable)**
3.3.1 Control Missions **[to be specified].**

Article 4: Language, law and regulation applicable
1.1 The language to be used shall be *[English and/or French].*
1.2 The Contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Contract.

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

Article 5: Constituent documents of the Contract (Article 4 of GAC)

The constituent Contractual documents of this Contract are in order of priority:

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

Article 6: General instruments in force

This Contract shall be governed by the following general instruments:

1. Law No 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5th August 1996 on the management of the environment;
5. Law Nº 2023/019 of 19/DEC/2023 instituting the 2024 Financnial Law of the Republic of Cameroon
6. Law No. 2019/024 of December, 2019 on the General Code of Decentralized Territorial Communities.
7. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
8. Law No 2016/017 of 14 December 2016 instituting the Mining Code;
9. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;
10. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
11. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
12. Instruments governing the various professional bodies;
13. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
14. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
15. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
16. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of Public contracts;
17. Order No. 000007/MINMAP of 01 January….. laying down the procedures for awarding and executing framework agreements
18. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
19. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the Administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
20. Order No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
21. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owners circular.
22. Circular No. 00013995/C/MINFI of 31st December, 2024 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2025 financial year;

23. Circular No. 0001/PR/MINMAP/CAB of 25 April, 2022 relating to the application of the Public Procurement Code
24. The MINCOMMERCE Decree setting the Price List
25. Order No 402/A/MINMAP/CAP of 21 October 2019 setting the nature and threshold of contracts reserved for craftsmen, mall and medium-sized enterprises, grassroots communities and civil society organisations, and the modalities of their application;
26. Circular letter No. 00000002/LC/MINMAP/CAB of 12 May 2022 relating to the continuity of the public procurement service in the event of a sanction by a Project Owner or Delegated Project Owners or members of a commission public procurement in accordance with the provision of articles 195 of the code of public contracts.
27. Unified Technical Documents (DTU) for building works;
28. Applicable standards;
29. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

7.1 All notifications and written communication within the framework of this Contract shall be sent to the following address:

a) In the case where the contractor is the addressed: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Contract Manager and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.

b) In case where the Contracting Authority is the addressee: correspondences shall be addressed to: The President of the North West Regional Assembly with copies addressed to the Contract Manager, the Engineer and the Regional Delegation of Public Contract North West.

7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Contract Manager and the Regional Delegation of Public Contract North West

Article 8: Administrative Orders (Article 8 of GAC)

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

8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Contract Manager with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer and the Paying Body, where applicable.

8.2 Upon proposal by the Contract Manager, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West, the Contract Engineer, and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the Contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority, the Regional Delegation of Public Contract North West and Contract Manager.

8.4 Administrative Orders serving as warnings shall be signed by the Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Contract Manager, the Regional Delegation of Public Contract North West.

8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by the Contract

Engineer to the Contractor with a copy to the Contract Manager the Regional Delegation of Public Contract North West.

8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.

8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Contract Manager, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Contract Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.**

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

9.1 This Contract has only one phase for 2025 financial year. At the end of phase one, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

10.1 Any modification, even partial, made on the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the personnel replaced shall be a member of staff of equal competence (qualifications and experiences).

10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The contract Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Engineer. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties.

CHAPTER II: FINANCIAL CONDITIONS

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

11.1 Final bond

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

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

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

11.2 Performance bond

The retention fund shall be set at *10* % of the amount of the Contract, inclusive of all taxes.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Contracting Authority** upon request by the Contractor.

11.3 Guarantee of start-off advance

The contractor may be granted a start off amount of 20% of the contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

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

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

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

Article 13: Place and method of payment

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

a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No._____ opened in the name of the Contractor in the _____bank.

b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account N°._____ opened in the name of the Contractor in _____bank.

Article 14: Price variation (Article 20 of GAC)

29.1 Prices shall be firm.

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

29.2 Price updating modalities (Not applicable)

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

(Not applicable)

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

(Not applicable)

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

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

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

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

The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

Article 18: Evaluation of works (article 23 of the GAC)
The work done shall be evaluated using the unit price.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)
19.1 [Indicate, where applicable, the modalities for payment of supplies].
19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)
20.1 The Contracting Authority *may* grant a start-off advance *equal to 20 % of the amount of the Contract.*

20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a financial establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the Contractor during the execution of the Contract according to the modalities laid down in the Special Administrative Conditions.

20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Contract.

20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.

20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)
21.1 Establishment of works executed
Before the 30th of each month, the Contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

21.2 Monthly detailed account
No later than the fifth (5th) of the month following the month of the services, the Contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the Contract since the start of the Contract.
Only the detailed account exclusive of VAT shall be paid to the Contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of the Ministry in charge of Finance
Only the amount exclusive of VAT shall be paid to the Contractor as follows:

- *100-2.2 or 5.5% paid directly into the account of the Contractor;*
- *2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.*

The amount of payment on account shall not exceed the value of the technical execution phases carried out.
Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.
The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.
The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

21.3 **Detailed account of start-off account** (*specify*).

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

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

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

A. Penalties for delay

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

a) One two thousandth (1/2000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;

b) One thousandth (1/1000th) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties

23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

- Late submission of final bond;
- Late submission of insurances, shall be one five thousandth (1/5000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor shall be one five thousandth (1/5000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;

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

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

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

25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.

25.2 *The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.*

25.3 *The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.*

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

26.1 The Contract Manager or the Project Manager has up to thirty (30) days to *establish the general detailed account and forward to the Contractor after final acceptance.*

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

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

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

26.2 The Contractor has up to thirty (30) days to return the signed final detailed account.

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

Decree No. 2003/651/PM of 16 April 2003 lays down the Terms and Conditions for Implementing the Tax regulations and Customs Procedures applicable to Public Contracts. The taxes applicable to this Contract include notably:

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

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

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

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

CHAPTER III: EXECUTION OF WORKS

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

The works shall include especially: (position or volume of works)
(To be specified cf. Special Technical Conditions)

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

30.1 The Project Owner shall be bound to furnish the Contractor with information necessary for the execution of his mission and to guarantee, at the cost of the Contractor, access to sites of projects.
30.2 The Project Owner shall ensure the Contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **Four (04) Months.**
31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

Article 32: Roles and responsibilities of the Contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Contract Engineer in *five (05)* copies at the beginning of each.

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

A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Engineer*. The Project Owner shall make available the site and access ways to the Contractor at the appropriate time as the works progress.

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

The Contractor shall take out a third-party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

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

35.1 **Programme of works, Quality Assurance Plan and pegging map.**

a) Within a maximum deadline of *fifteen (15) days* from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in *six (6)* copies for the approval of *project owner after the endorsement of the Contact Engineer* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

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

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

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

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

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

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

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

35.2 Execution draft

a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The Contract Engineer has a deadline of *five (05) days* to examine and make known his observations. The Contractor then has a deadline of (04) four *days* to present a new file including the said observations.

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

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

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put at the Contractors' disposal the text to be used.

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

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

Article 37: Implantation of structures

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

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

The part of the works to be sub-Contracted shall not exceed 30 % of the initial amount of the Contract and its additional clauses.

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

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

39.2 The Contract Manager has a deadline of three days to approve the Contractor's personnel and laboratory as soon as the request is made.

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

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

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

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

CHAPTER IV : ACCEPTANCE

Article 42 : PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the Contractor shall ask in writing to the Contract Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.
- Findings and statement of the unexecuted task envisaged in the present contract.
- Findings relative to the completion of the work
- Findings on the quantity of works that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Contract Manager;
- Contract Engineer;
- RD/MINMAP/NW (Observer);
- Contractor.

During this pre-reception, the Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the Contract.

42.2 Acceptance

The acceptance commission shall comprise:

1- The President of the North West Regional Assembly or his representative ..... (Chairman)
2- The Contract Manager or his representative..... (Member)
3- The Contract Engineer..... (Secretary)
4- The Stores Accountant of North West Regional Assembly..... (Member)
5- The RD MINMAP/NW or his representative..... (Observer)
6- The Commissioner for Education or Health at the North West Regional Assemby.....(Observer)
7- The Beneficiary ..... (Observer)
8- The Contractor or his Representative..... (Observer)

The commission shall examine the report of the pre-acceptance including a video from the Contractor showing the stages of works executed. This shall proceed with the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and sign by at least two-third of the commission members.

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

43.1 The contractor shall furnish within one (1) month after completion of the works five (5) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

Article 44: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional acceptance.

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

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

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

CHAPTER V: SUNDRY PROVISIONS

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

The Contract may be terminated as provided for in Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

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

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

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

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

Disagreements and disputes resulting from the execution of this Contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before *the competent court in the North-West Region of the Republic of Cameroon.*

Article 49: Production and dissemination of this Contract

Twenty (20)] copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

Article 50 and last: Entry into force of the Contract

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

Document Nº. 5

SPECIAL TECHNICAL CONDITIONS (STC)

TECHNICAL SPECIFICATIONS

SUMMARY (STC/CCTP)

FOR THE CONSTRUCTION OF A FENCE AT THE GOVERNMENT TECHNICAL HIGH SCHOOL NKWEN AND SOME DISTRICT HOSPITALS, NORTH WEST REGION (DIVIDED INTO 3 LOTS) "BY EMERGENCY PROCEDURE".

100- PRELIMINARY SITE WORK

200- EARTHWORK

300-FOUNDATION

400-ELEVATION OF WALLS

500- FITTING AND PLASTERING

600- ELECTRICITY AND PAINTING

1 - GENERALITIES

These present special technical specifications concern **the Construction of a fence at the Government Technical High School Nkwen and some District Hospitals, North West Region (Divided into 3 lots) "By Emergency Procedure".**

It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the project Manager provided by the project owner.

Through the project Manager, the contractor shall furnish the owner of the project within the shortest possible time with an installation plan showing clearly how he intends to run the work site. A fence in local materials shall enclose the whole work site to avoid trespassing

The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

The contractor shall take all preventive measures against accidents. The owner of the project reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the contractor.

The contractor shall verify all dimensions on the plans. For execution, no dimension shall be measured with a scale rule from the plans. The contractor shall check inside the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the project Manager in case of any doubt. He shall not on his/her own modify anything on the structure and shall seek the approval of the project Manager of any changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished in a specified duration and at his/her cost without modification of the contract amount. The owner of the project shall have the right to the final choice in case of any modification.

2 - PREPARATORY WORKS – SETTING OUT

These works concern the demolition of any existing structure on the site and the evacuation of the rubbles to the public discharge, the clearing and levelling of the site where necessary.
The contractor shall satisfy himself as to the accuracy in line, level and dimension of the basic survey information provided by the employer. He shall set out the works from all the employer benchmarks indicated in the drawings. The setting out will be in respect to the technical plans. The setting out profile boards will be at least 1, 20 m from the axes of the external wall; this is to facilitate trenching and other earthworks, and good circulation. The commencement of excavation will not be accepted by the project Manager without checking the conformity of the setting.

The minimal depth of the excavation trenches shall be of 80cm, and depending on the soil bearing capacity. Where there is black vegetable soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the project Manager. The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the project Manager.

The descriptive note completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive note, the project team shall be contacted for examination, elaboration and conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of buildings.

3 - FOUNDATION

3-1 EXCAVATION OF FOUNDATIONS FOR STRUCTURES

The excavation of foundation for structures and any associated drainage works shall be kept to the minimum. The sides of the exaction shall be properly timbered or sheet piled, shored and strutted as necessary to prevent subsidence or slipping of the surrounding soil.
All excavated surfaces, in material other than hard material, on which foundations for structures are to be placed shall be compacted to 105% MDD (AASHTO T99) immediately before foundations are constructed.
Excavated surfaces in hard material shall be further excavated to achieve a minimum thickness of 50mm of blinding concrete.
Surplus excavation material shall be taken to spoil areas or may be used in adjacent earthworks if considered suitable by the engineer.

3-1-2 BACKFILLING OF EXCAVATIONS AND FILLING FOR STRUCTURES

Filling and backing filling operations around structures or in trenches or excavations and loading of structures shall not commence without the approval of the control Engineer.

The sequence of filling and backfilling behind and around a structure and the maximum difference in height at any time between fill levels shall be as directed by the Engineer.

All filling and backfilling shall be with selected materials approved by the Engineer, brought up in horizontal layers not exceeding 150mm compaction thickness. Each layer shall be thoroughly mixed, watered or dried as necessary, and compacted to a maximum Dry density of 105% MDD (AASHTO T99).

Timbering and sheeting left in for purpose of supporting the excavation shall be eased up 150 mm at a time in step with the backfill layer. Where instructed by the Engineer, timbering or sheeting shall be left in place.

3-2 Elevation of foundation walls

The elevation of foundation walls will be in agglomerated frog fill blocks of 20 x 20 x 40cm with a good crushing resistance. The mixing for block moulding should give at most 18 blocks per bag of cement. They should be kept set at a minimum strength at 28 days (in Mpa) before laying on the walls.

3-3 Floor slabs on hard-core

Floor slabs on hard core shall consist of reinforced concrete elements mesh of rods 6mm 350kg/m3 and of thickness 8cm. The slab shall be isolated from the structural frame and the ground beams by a dry joint. The platform shall be of carefully selected material and shall be compacted to at least 95% of the optimum dry density at Modified Proctor. Prior to levelling and compacting, the platform shall be purged of all poor quality material and/or soil that have deteriorated as a result of movement of equipment and rain action. Purged soil shall be replaced by lateritic material.

4 – ELEVATION WORKS

4-1 Concrete blocks

The elevation walls will be in agglomerated hollow blocks of 15 x 20 x 40cm with a good crushing resistance. The mixing for block moulding should give at most 32 blocks per bag of cement. They should be kept set for at least 28 days before laying on the elevation walls.

The reinforced concrete pillars of section 15 x 15 and 15 x 30 at 350 kg/m3 will be cast as one raises the agglomerated hollow blocks walls and this is to permit a good adhesion. The characteristic strength of concrete at 28 days should not be less than 16Mpa. The maximal spacing of the pillars is to be 5, 00 m of span or as on plans. The lintels 15 x 20 in reinforced concrete at 350 kg/m3 will be levelled to + 2,20 m above the level of the finished foundation.

The average height under the ceiling is 3,00m.

A chaining beam of 15 x 20 cm in reinforced concrete at 350 kg/m^3 will be laid above the finished level of the agglomerated hollow blocks walls with fixing plates so as to receive the wooden roof truss.

4-2 Reinforcement steel

Hot-rolled bars for the reinforcement of concrete shall comply with BS 4449 or shall be of deformed bars EF40 for both main and secondary reinforcements. Cold-worked steel bars for the reinforcement of concrete shall comply with BS 4483. The elasticity limit for high yield steel shall be 400 Mpa.

TABLE 1 : REINFORCEMENT SCHEDULE.

Nº	STRUCTURE	SIZES Nos	RODS ϕ	RODS Torsϕ	STIRRUP Spacings	DOSAGE	TYPE
1	Footings	6	12mm	6mm	20cm	400kg/m^3	Fe-E-400
2	Damp proof course	4	10mm	6mm	20cm	400kg/m^3	Fe-E-400
3	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m^3	Fe-E-400
4	Veranda Pillars	4	10mm	6mm	20cm	350kg/m^3	Fe-E-400
5	Wall pillars 15x15	4	10mm	6mm	20cm	350kg/m^3	Fe-E-400
6	Wall plate 15x20	4	8mm	6mm	20cm	350kg/m^3	Fe-E-400
7	Beams 20x20 or 15x20	4	10mm	6mm	20cm	350kg/m^3	Fe-E-400

TABLE 2: CONCRETE CLASSES AND STRENGTHS

INTENDED USE	CEMENT		MINIMUM STRENGTH AT 28 DAYS (in Mpa)	
	Nature	Dosage kg/m3	Compression	Tensile
B1 Blinding concrete	CPJ 35	150		
B2 Buried structures	CPJ 35	350	22	1,8
B3 Normal structure Elevation	CPJ 35	350	22	1,8
B4 Eventually pre-stress concrete	CPJ 35	400	30	2,9
B5 Slope executions Finishes	CPJ 35	300		

TABLE 3: CLASSES OF MORTAR

INTENDED USE	Binder		Sand	
	Designation	Dosage kg/m3	Gain size	Dosage
1 Bedding mortar	CPJ 35 XHA	150 200	0,08/2,5	1 000 1
2 Bonding mortar	CPJ 35	350	0,08/2,5	1 000 1
3 Cement plaster	CPJ 35	400	0,08/2,5	1 000 1
4 Lime cement plaster	CPJ 35 XHA	200 200	0,08/2,5	1 000 1
5 Cement screed	CPJ 35	450	0,08/2,5	1 000 1

4-3 FORMWORK FOR CONCRETE

Definitions

♦ Formwork means the surface against which concrete is placed to form a face, together with all the immediate supports to retain it in position while concrete is placed.

♦ False work means the structural elements supporting both the formwork and the concrete until the concrete becomes self-supporting.

♦ A form face is one, which has been cast against formwork.

♦ An exposed face is one, which remains visible after construction has been completed.

4-3-1 Removal of Formwork

Formworks shall be carefully removed without shock or disturbance to the concrete. No concrete shall be removed until the concrete has gained strength to withstand safely any stresses to which it may thereby be subjected.

The minimum periods which shall elapse between completion of placing and removal of forms are given in the table 4 and apply to ambient temperatures higher than 10°C. At lower temperatures if cement other than ordinary Portland are involved, the Engineer may instruct different periods.

TABLE 4: MIMIMUM PERIODS FOR FORMWORK REMOVAL

Position of Formwork	**Minimum period for ambient temperatures over 10°C**	**Strength to be Attained**
Vertical or near vertical faces of mass concrete	24 hours	0.2C
Beam sides, columns and walls	2days	-
Vertical or near faces of reinforced walls, beams and unloaded columns	48 hours	0,3C
Beams soffits (props left under)	7 days	-
Underside of arches beams and slabs (formwork only, props left under)	4 days	0.5
Support to underside of arches, beams and slabs	14 days	-
Floor slabs with frequently encountered spans	15 days	-
Floor slabs and beams with wide spans expected to receive imposed loads immediately after removal of formwork	28 days	-

4-3-1 Upper Floor Slabs

Upper floor slabs shall consist of hollow sand Crete blocks supported by reinforced concrete ribs and with a reinforced concrete compression zone. However, where it is explicitly prescribed or if otherwise indicated by structural considerations, the floor slabs or portions thereof shall be executed as solid slabs. In such cases, the solid slab shall be executed with B3 type concrete using C2 formwork, and taking all necessary measures to ensure provision of passages for various pipes and vertical tunnels as may be required, as well as the incorporation of various items.

4-3-2 Staircases

Staircases shall be constructed with type B3 reinforced concrete using type C3 formwork, in accordance with the shapes and dimensions indicated on plans. They shall comprise of stairs on reinforced platform, landings and half-landings in solid slab. They shall be housed or semi-housed as indicated by the plans.

4-4 PLASTERING

4-4-1 Plastering with Cement Mortar

N° 3 cement mortar plaster shall be applied on block work as may be required on reinforced concrete surface after raking.

The plastering operation shall involve cleaning of the support surface, application of spatter-dash for adherence, a preliminary coat and a finishing coat of plaster with a minimum overall thickness of 15mm. The operation must be carried out manually and the use of any mechanical or pneumatic devises is strictly forbidden. Plastered finishes on form worked concrete shall comprise an open joint. The plastering shall be perfectly aligned and smooth-finished, with angles perfectly recti-linear.

4-5 RAINWATER DRAINAGE

4-5-1 Rainwater Gutters

The gutters shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ; their internal dimensions shall be 50 x 50 cm and minimum wall thickness of 10cm.

4-5 Sewage Drainage

The system adopted is the use of one batch collection and treatment unit per building receiving all foul matter. The unit is the drained from time to time when it is full. The volume shall be determined on the basis of working design calculations for each individual case.

5 – ROOF TRUSS AND COVERING

5-1 Timber roof structural frame

General Description

The works described in this section involve the construction of timber roof structure (including trusses and purlins) in hardwood.

- ***Trusses*** of hardwood agreed by the Project Manager shall compose of single frame rafters of 5cm x15cm and spaced at 1.50m interval. These treated with xylamom rafters will be solidly attached to the wall plate with the help of standby beam iron rods also spaced at 1.50m spacing; i.e.: eucalyptus, mahogany, iroko etc,

- ***Purlins***- shall consist of 5 x 8 cm timbers. All structural timber shall be treated with carbonyl or xylamon. The timber for the *roof work will be of good quality, with the straight grain and free of any defect.*

5- 2 Roof Covering

The nature of the roof cover envisaged within the framework of the present project shall be 5/10 curved shape gauge enameled aluminum roofing sheets (colour to be chosen by the contract engineer) of ample length. The sheets shall be fixed onto the purlins using screw nails equipped with aluminum caps and bituminous rubbers gaskets.

-***Facial board*** shall be 40cm wide and of high rib aluminum sheets (tôle BAC) of 5/10 mm thickness.

Ceiling- Ceiling will be made of 4mm thick (red plywood on both sides). Fastened on noggins of 6cm thick or 5x5 and treated with carbonyl. The spaces for ceiling joist panel will be 60x120cm in size. Eaves shall be equipped with wire mesh ventilation holes and for external ceiling, light metal sheet (TOLE LISSE) shall be used at the eaves

6 – JOINERY AND METAL WORKS

6-1 Scope

The work under this heading includes generally all interior wood finish, such as doors and frames, transom, base, skirting board, cupboards, cases, cabinets, lockers, shelving, fittings for special rooms, etc.., and all external wood finish as required by the drawings and specifications.

6-1-1Doors Frame

Provided, unless otherwise specified in the details drawings, 18 x 5cm rebated frames or linings to all doors and fix to walls with four galvanized or wrought iron building in-lugs screwed to back of frame and built into joints of block work.

Fix feet of all doorframes with 1cm x15cm mild steel rod doweled into frame and floor or all doors, factory manufactured, delivered to site with door hinged on and closed into the frame will be mounted with faces flushed with the finished plastered surface on the walls to take architraves.

6-1-2 Shelving

Provide 2.5cm hardwood shelving to cupboard alcoves as indicated where applicable on drawings fixed on 5cm x 2.5cm framed gallon brackets. All shelving shall be fitted 2.5cm clear of wall face with frames and shutters.

6-1-3 Metal Doors

All doors will be made of wrought iron double metal fitted on metallic frame anchored in the wall with angle 35mm metal of Size; 2.20m x 0.97m. Angle bar 35mm for metallic doors and for window frames and shutters. Moreover, all windows shall have fitted and fixture or solid metal protectors inside.

6-2 EXTERIOR HARDWOOD ENTRANCE DOORS

Furnish and set all wood entrance doors indicated on the drawings. The doors shall be made out of hardwood found in Cameroon. (Mahogany, Iroko etc.) all of selected grade.

Rails, stiles and panels shall be solid. The doors shall be primed with one coat of pure white lead linseed oil paint before delivery except otherwise decided by the contract Engineer. The contractor reserves the right to take apart one door for examining the materials and method of construction.

Panels of exterior entrance doors shall be of the floating type, constructed on built-up cross of narrow strips of thickness required by the details, of Mahogany or hardwood timber with grain reserved in alternate trips, glued together under machine pressure. All glue used in the construction of these exterior doors shall of phenolic resin type capable of resisting any tests demanded by the Engineer. All surfaces of door shall be properly sanded and prime with one coat of pure white lead and linseed oil paint before delivery. When delivered at the building the doors shall be once fitted to the openings and all edges sealed with a heavy coat of approved paint by the Engineer except otherwise decided.

6-3 INTERIOR DOORS, TRIM, ETC...

Furnish and set all wood doors, transoms, amps, bars, trim, plinths, partitions, etc.., as indicated on the details and scale drawings.

Stiles and rails shall be blind-tenoned, wedged and glued together. Panels shall be tongued and grooved into stiles and rails, and glued together under machine pressure. Interior flush wood doors may be assembled with highly water-resistance glue and 2cm hardwood spiral dowel, five inches long, or with mortise and tenons with blind wedges.

6-4 WINDOWS

All windows shall be of glass and frame with aluminum vitreous enamel, in accordance with details working drawings. Unless otherwise indicated.

7 - PLUMBING - SANITARY

7-1 GENERAL

This section relates to all plumbing installations located within the building.

7-1-2 DEFINITION OF WORKS

THE WORKS INVOLVE:

♦Construction of network for evacuation of foul waste, waste water and rain water from the building.

♦Supply, installation and connection of sanitary equipment, including related pipe-work for the building.

The contractor for plumbing works shall execute all buried portions of the works as shall be necessary for the proper functioning of the structure, with the exception of those aspects of works that are attributed to the section in charge of site works.

Pipes Diameters for Connection and Discharge Rates for Various Sanitary Installations

WC English type	D 10/12	6l/min
Wash hand basin	D 12/14	12l/min
Shower	D 14/16	15l/min
Urinary	D 12/14	6l/min
Sink	D 12/14	12l/min

Pipes Diameters for Connection and Flow Rates for Various Sanitary Installations

Shower	D 40	30 l/min
Wash hand basin	D 32	45 l/min
Sink	D 40	30 l/min
WC	D 100	90 /min

7-2 RAINWATER - WASTEWATER AND FOUL WATER DRAINAGE

7-2-1 GENERAL

The pipes works shall consist of rigid evacuation series PVC tubes of appropriate diameter, including all necessary accessories for placing, assembling, connection, etc. Waste water and foul water shall be evacuated separately. The networks shall transport their loads by gravity right up to the external inspection chambers.

Foul water is water discharged from the WCs.

Waste water comprises all other water discharges that need to be evacuated, including water from floor drains, but excluding rainwater collected from roofs, terraces and gutters.

Drainage plugs shall be provided at each change in flow direction, and if possible, at each single point.

Rainwater Drainage Network

In general, the assignment of the present section starts from the point of rainwater in roof gutters installed by the section responsible for roof cover and on terraces constructed by the section for waterproofing. Rainwater collected in the roof gutters is spilled on to the terraces or evacuated through PVC down-pipes of appropriate diameter, right down to the inspection chambers at the foot of the down-pipe.

The pipe works shall be supported by means of metal rings (type: COLSON or equivalent) of appropriate diameter for evacuation of waste water and foul water.

Floor Drains

Floor drains in all the buildings if provided shall be of stainless steel, with retention basket, easily removable for purposes of cleaning. They shall be properly fitted into the floor finish in order to avoid standing water or accumulation of dirt.

7-2-2 Foul Water Chambers

These chambers shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ; their internal dimensions shall be 40x30 cm.

7-2-3 Sewage Drainage

The system adopted is the use of one batch collection and treatment unit per building receiving all foul matter. The unit is then drained from time to time when it is full. The volume shall be determined on the basis of working design calculations for each individual case.

8– ELECTRICAL INSTALLATION

8-1DESCRIPTION OF STRUCTURES

8-1-1 GENERAL

The works described in this chapter involve the supply and full development of all materials necessary for the putting in place of electrical installations for the building.

8-1-2 SCOPE OF WORK

The works shall generally comprise of the following:

- Supply, transportation and installation of equipment
- Main distribution box
- Low voltage horizontal distribution boards
- All wiring for special connections
- All conduits and cable carriers Normal lighting of all spaces
- Security lighting
- Small light fittings, sockets, switches
- Earthed socket and interconnection networks

The present works description is in no way restrictive, and the contractor shall supply all materials and execute all works within his professional domain that may be necessary for the complete execution of the structure.

The interior facilities (sheaths VGV cables, TH etc…) will be executed according to the norms and the rules concerning electrical installations at the time of the oversite concrete or as the agglomerated hollow blocks walls are being raised. Any necessary branching from **Eneo** network should respect the regulation in force. Accessories and luminous elements (sockets, switches etc…) will be of good quality. The set of facilities will be joined to a general earth hold.

9– RENDERING (PLASTERING) AND COATINGS

9-1 Plastering with Cement Mortar

N° 3 cement mortar plaster shall be applied on block work as may be required on reinforced concrete surface after raking.

The plastering operation shall involve cleaning of the support surface, application of spatter-dash for adherence, a preliminary coat and a finish coat of plaster with a minimum overall thickness of 15cm. the operation must be carried out manually and the use of any mechanical or pneumatic devises is strictly forbidden. Plastered finishes on form worked concrete shall comprise an open joint. The plastering shall be perfectly aligned and smooth-finished, with angles perfectly recti-linear.

9-1-1 Concrete surface finishes

Two types of concrete surface finishes are specified:

A- Brute concrete surfaces

For this type, the works shall be carried out as follows: Prepare and refill voids, make good all defects on angles, joints, etc.,

B- Painted concrete surfaces:

For this type of concrete surface, the following works shall be carried out: Prepare and refill voids; make good surface defeats as appropriate with TECHNICOAT approved products, including all preparatory works prescribed for concrete surfaces to be painted.

9-1-2 Blinding Courses and Lintels

Make good binding courses, and lintels, window and door sills including verification of levels, and surface preparation to ensure proper adherence of plastering with mortar type 3.

9-2 SCREEDS, BUBBING UP, BASES AND WORKTOPS

9-2-1 Screeds and dubbing

They shall be executed with mortar type n° 5 in conformity with thickness specified on architectural and structural drawings. In general, these screeds will be smooth finished; they shall be pattern-finished in areas where they constitute final floor finishing.

8-2-2 Bases and Worktops in Concrete:

Dosed at 350kg/m3 comprising formwork and reinforcement, with thickness as indicated on plans.

10- PAINTING

10-1 scope

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

The contractor shall be required to finish all interior and exterior painting in accordance with the various colours selected by the project owner for the various rooms, corridors and all other locations throughout the building in accordance with a colour schedule.

10-2 EXTERIOR WOODWORK AND METALWORK

10-2-1 Exterior Woodwork

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

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

10-2-2 Exterior Metal Work

Prior to finishing with the desired type of protective and decorative coating, all metal surfaces must be properly clean and prime with a rust inhibiting primer. The surface should be free of dust, scale, grease, oil, wax or other contaminant that impair the adhesion of the primer.

Paint all surfaces of exterior structural metal work with red lead pigment or other suitable paint. All steel lintels in exterior walls (not connected by hangers, bolts, or otherwise to the structural steel work shall be painted in a field coat of red oxide before erection.

In addition to the shop coat of miscellaneous and ornamental ironwork all exposed exterior miscellaneous ornamental iron work shall be given two coats of zinc dust pigment or other suitable finish paints to be decided by the control Engineer. This shall also apply to all exterior lintels furnished under structural steel.

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

All exterior mild steel metal windows and doors, after being erected shall receive two coats of zinc dust pigment or other suitable paint.

10-3 INTERIOR WOODWORK

All woodwork, in addition to the staining and filling, lacquering or shellacking, specified to be done under other sections of work shall be finished with one coat of spare varnish as will appropriate or decided by the control Engineer. Prime veneer finished flush doors, solid timber panel doors, finishing architraves, etc… and cabinets shall receive three coats of varnish. Plywood suspended ceilings; Cabinets under worktops in kitchens shall be painted in three coats of oil paint as appropriate.

10-3-1 Plaster, Concrete and Masonry

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

The plastered walls and ceilings, including surfaces shall be given priming or first coat, and then finished with a second and final coat of exterior or interior acrylic resin emulsion paint. No painting is required on finished plastering that is permanently concealed at the back of fixed cabinets, etc.

10-4 PAINTS

All materials shall be delivered on the premises in the original sealed containers with the seal unbroken and with the name and trade brand of the manufacturer on each container. The manufacturer shall also place on each container a label on which he recommends the thinner to be used with the particular paint or otherwise decided by the control Engineer.

The interior walls and the ceiling will be painted in pantex 800. The outside walls will be painted in pantex 1300.

11- OUTSIDE AMENITIES AND LAYOUT PLANNING

11-1 RAINWATER CHAMBER

The chambers shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ; their dimensions shall be 40x30 cm, and minimum wall thickness of 10cm.

11 -1-1 Reinforced Concrete Covered Gutters

Covered reinforced concrete gutters shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ; their internal dimensions shall be 40x30 cm, and minimum wall thickness of 10cm

11-2 RAINWATER - WASTEWATER AND FOUL WATER DRAINAGE

11-2-1 GENERAL

The pipes works shall consist of rigid evacuation series PVC tubes of appropriate diameter, including all necessary accessories for placing, assembling, connection, etc. Waste water and foul water shall be evacuated separately. The networks shall transport their loads by gravity right up to the external inspection chambers.

Foul water is water discharged from the WCs.

Waste water comprises all other water discharges that need to be evacuated, including water from floor drains, but excluding rainwater collected from roofs, terraces and gutters.

Drainage plugs shall be provided at each change in flow direction, and if possible, at each single point.

Rainwater Drainage Network

In general, the assignment of the present section starts from the point of rainwater in roof gutters installed by the section responsible for roof cover and on terraces constructed by the section for waterproofing. Rainwater collected in the roof gutters is spilled on to the terraces or evacuated through PVC down-pipes of appropriate diameter, right down to the inspection chambers at the foot of the down-pipe.

The pipe works shall be supported by means of metal rings (type: COLSON or equivalent) of appropriate diameter for evacuation of waste water and foul water.

Floor Drains

Floor drains in all the buildings if provided shall be of stainless steel, with retention basket, easily removable for purposes of cleaning. They shall be properly fitted into the floor finish in order to avoid standing water or accumulation of dirt.

11-2-2 Foul Water Chambers

These chambers shall be constructed with B2 concrete using C1 formwork. They shall be either prefabricated or cast in-situ; their internal dimensions shall be 40x30 cm.

11-2-3 Sewage Drainage

The system adopted is the use of one batch collection and treatment unit per building receiving all foul matter. The unit is then drained from time to time when it is full. The volume shall be determined on the basis of working design calculations for each individual case.

12- FLOOR AND WALL FINISHES

12-1 INTRODUCTION

This section of the specifications concerns works for all internal floor and wall tiles as well as all heavy finishes on external walls and concrete elements for the building. Generally, floor tiles shall be of granite stoneware, porcelain stoneware or unglazed ceramics, and wall tiles shall be of glazed vitrified ceramics for external walls and glazed vitrified porcelain for internal walls. External block wall surfaces shall be finished with ordinary cement plaster (smooth finished) to receive paint, manufactured finishing mortar, or roughcast with patterned pebbledash. External vertical structural elements in concrete shall be left in their natural smooth cement finish, or tiled. Pre-cast concrete horizontal elements and roof parapets shall receive tiling. Finishing joints shall be provided to mark changeover from one finishing type to another i.e. between vertical concrete elements (columns) and horizontal panels.

12-2 GENERAL

Porcelain stoneware tiles and vitrified ceramic tiles must be of good physical and chemical properties in conformity with stated codes: (BS, DTU, CSTB, Enamel porcelain Institute, etc.)

All tile work shall be clean upon completion, care being taken of all adjoining material and all work shall be left in a satisfactory condition.

The surfaces to receive tiles shall be well wetted, and the tile well soaked with clean water before application, no more tiles shall be removed from the soaking tubs to drain board than be applied within the hour.

- All wall tiles shall be laid up with vertical joints (not over 2mm thick), continuous and unbroken in perfect alignment.
- The tile shall be buttered or floated to suit conditions.
- Tiles shall be set, with type B mortar, to the required levels and planes with true lines and angles.
- Cut edges of tile shall be carefully ground and jointed. Do all cutting and drilling required for setting and as may be required by others in a neat manner without marring the surface.

13 - PROTECTION OF THE ENVIRONMENT

The entrepreneur will propose to the control engineer, before the beginning of works, the place of his/her yard facilities and will request his/her authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the building and general circulation.

The site must foresee an adequate drainage of waters on the whole surface. The maintenance and of washing areas should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the out-flow of the polluting products toward the site and the neighbourhood.

At the end of the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his/her material, and equipment. He should demolish all temporary installation, as foundation, support made of concrete or metallic, etc. in order to put back the site in its nearest initial state. No equipment or materials should be abandoned on the site or in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.