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REPUBLIC OF CAMEROON Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

NORTH WEST REGION

BOYO DIVISION

NJINIKOM COUNCIL INTERNAL TENDERS BOARD P.O BOX 01, NJINIKOM TEL: 677358783/677323293/670294650



REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION ET DU DEVELOPPEMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

COMMISSION INTERNE DE PASSATION DES MARCHES PUBLICS DE LA COMMUNE DE NJINIKOM

B.P 01, NJINIKOM TEL: 677358783/677323293/670294650

NJINIKOM COUNCIL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

NO.02/ONIT/N/MINDDEVEL/NC/NCITB/PIB/2025 OF 1/2025

CONSTRUCTION OF A BLOCK OF TWO CLASSROOMS AT G.S BAINGEH IN NJINIKOM, BOYO DIVISION OF THE NORTH WEST REGION

PROJECT OWNER: THE MAYOR NJINIKOM COUNCIL

FINANCING: MINEDUB/PUBLIC INVESTMENT BUDGET (PIB) - 2025

AUTH: JA01380

PROJECT COST: 20,000,000 FCFA

BID BON: 400,000 FCFA

FILE COST: 40,000 FCFA

FINANCIAL YEAR: 2025

he. 07/63/2625

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REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

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COMMISSION INTERNE DE PASSATION DES MARCHES PUBLICS DE LA COMMUNE DE NJINIKOM B.P 01, NJINIKOM TEL: 677358783/677323293/670294650

TENDER NOTICE

NO.02/ONIT/N/MINDDEVEL/NC/NCITB/PIB/2025 OF...../..../2025

FOR THE CONSTRUCTION OF A BLOCK OF TWO CLASSROOMS AT G.S BAINGEH IN NJINIKOM, BOYO DIVISION OF THE NORTH WEST REGION.

Financing: MINEDUB Public Investment Budget of 2025

- Subject of the invitation to tender: Within the framework of 2025 Investment Budget, the MAYOR NJINIKOM COUNCIL hereby launches an OPEN NATIONAL INVITATION TO TENDER NO.02/ONIT/N/MINDDEVEL/NC/NCITB/PIB/2025 OF...../..../2025 for the construction of a BLOCK OF TWO CLASSROOMS at G.S BAINGEH in NJINIKOM in BOYO Division of the North West Region
- Nature of work:

Work to be done consists of

- Preparatory works
- > Earth works
- Foundation
- Masonry elevation
- Carpentry-roof works
- Electricity
- VDR drainage

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 three (03) calendar months

4. Estimated cost

The estimated cost after preliminary studies is 20,000,000 (twenty million) CFA Francs.

5. Participation and origin

Participation to this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws.

6. Financing

Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of the Ministry of Basic Education.

7. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of 400,000CFA (FOUR HUNDRED THOUSAND Francs CFA, valid for thirty (30) days beyond the date of validity of bids. As per article 90 (9) of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bod.

8. Consultation of Tender File:

The file may be consulted during working hours at the Mayor's Secretariat of the NJINIKOM Council, BOYO-Njinikom, Telephone N⁰ (237) 670294650, as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the Mayor's Secretariat of the Njinikom Council, Telephone (237) 670294650 as soon as this notice is published against payment of the sum of 40,000 CFA francs, payable at NJINIKOM COUNCIL Treasury, representing the cost of purchasing the tender file.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies should reach the Njinikom council not later than 102 | 12025 at 10 A.M local time and should carry the inscription:

TO THE DELEGATED PROJECT OWNER

<<OPEN NATIONAL INVITATION TO TENDER No 02/ONIT/MINDDEVEL/NC/NCITB/PIB/2025 OF .../..../2025 FOR THE CONSTRUCTION OF A BLOCK OF TWO CLASSROOMS AT G.S BAINGEH IN NJINIKOM IN BOYO DIVISION OF THE NORTH WEST REGION

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

12. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of LAUNCHING OF THE TENDERS or may be established after the signature of the tender notice

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

13. Opening of bids:

14. Evaluation criteria

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

A. Eliminatory criteria

- Outright elimination during the opening session of the bids
 - 1 Absence of the bid bond

Elimination during the evaluation of bids by the Tender board

- 1. Absence or non-conformity of an element in the administrative file:
- 2. Deadline for delivery higher than prescribed;
- 3. False declaration or falsified documents;

- **4.** A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 5. Incomplete financial file;
- 6. Change of quantity or unit of the Tender file in the financial bid;
- 7. Non respect of 75% of essential criteria;
 During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty eight (48) hours to produce or replace said document else will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

B. Essential criteria

- 1- General presentation of the tender files;
- 2- Pre-Financial capacity 25%;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit signed by the Contractor and justified by pictures
- 9- Special Technical Clauses initialed in all the pages;
- 10-Special Administrative Clauses completed and initialed in all the pages.

These essential criteria are subject to lower limits the details of which are spelled out in the Special Regulations of the invitation to tender

15. Award

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

The contract will be awarded to the bidder who would have proposed the offer with the lowest <u>reasonable</u> 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. Pursuant to justification by bidder, unconvincing abnormally low costing will not be accepted spelled out in the Special Regulations of the invitation to tender of this consultation.

16. Validity of bids

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

17. Complementary information

Complementary technical information may be obtained during working hours at the Njinikom council Mayor's Secretariat, Telephone No (237) 670294650

Done at Njinikom on the, _____

Copies:

- MINMAP
- ARMP
- Contracting Entity
- Chairperson of TB
- Notice Boards



REPUBLIC OF CAMEROON Peace - Work - Fatherland

MINISTRY OF **DECENTRALIZATION AND** LOCAL DEVELOPMENT

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TEL: 677358783/677323293/670294650

AVIS D'APPEL D'OFFRES AVIS D'APPEL D'OFFRES NATIONAL OUVERT

NO. 02/ONIT/MINDDEVEL/NC/NCITB/PIB/2025 DE../../2025 POUR LES TRAVAUX DE CONSTRUCTION D'UN BLOC DE DEUX SALLES DE CLASSE A L'ECOLE PUBLIC DE BAINGEH -NJINIKOM DANS LE DEPARTEMENT DE LA BOYO, REGION DU NORD-OUEST. Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP MINEDUB) - EXERCICE 2025

Objet de l'Appel d'Offres

Dans le cadre de l'exercice budgétaire 2025, Monsieur le Maire de la commune de Njinikom, Maître d'Ouvrage Délégué et autorité contractante lance un Appel d'Offres National Ouvert par procès d'urgence pour les travaux de construction d'un bloc d'école public de Baingeh -NJINIKOM dans le département de la BOYO, Region du Nord-Ouest

Consistance des travaux

Les travaux comprennent notamment :

- Travaux préparatoires
- Terrassement
- Fondations
- Maçonneries en élévations
- Charpente-couverture
- > Menuiserie métallique
- > Electricité
- Peinture
- > VRD

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 trois (03) mois calendaires et court ā compter de la date de notification de l'ordre de service de démarrage des travaux.

Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de vingt millions (20 000 000) de Francs CFA

Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires et qui sont en règle fiscal.

6. **Financement**

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du Ministère de l'éducation de base de l'exercice 2025.

7. Cautionnement de soumission

Chaque soumissionnaire doit joindre ases pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de quatre cent mille (400,000)FCFA et valable pendant trente(30)jours au-delà de la date de validité des offres. Conformement ā article 90 (9) du code des Marchés Publics (Decret No. 2018/366 du 20 June 2018), des cheques certifies et cheques-banques sont admis ā la place du cautionnement de soumission.

8. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables la Section Technique de la commune NJINIKOM, Telephone Nº (237) 670294650, dès publication du présent avis.

Acquisition du Dossier d'Appel d'Offres

Le dossier d'Appel d'Offres peut être obtenu aux heures ouvrables au Secrétariat Particulier du Maire de la Commune de Njinikom, Tél. : Nº(237) 679 20 36 56, dès publication du présent avis, sous présentation d'une quittance de versement au Trésor Communal de Njinikom de la somme non remboursable de quarante mille (40,000) FCFA de frais d'acquisition du Dossier

10. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et(06) copies marquées comme telles, devra parvenir contre récépissé à Njinikom au plus tard le / / .../2025 à 10 heures locales et devra porter la mention suivante :

A MONSIEUR LE MAITRE D'OUVRAGE DELEGUE

«AVIS D'APPEL D'OFFRES NATIONAL OUVERT No. 02/ONIT/MINDDEVEL/NC/NCITB/PIB/2025 DU ____/2025 POUR LES TRAVAUX DE CONSTRUCTION D'UN BLOC DE DEUX SALLES DE CLASSE A L'ECOLE PUBLIC DE BAINGEH - NJINIKOM DANS LE DEPARTEMENT DE LA BOYO, REGION DU NORD-OUEST»

«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

Recevabilité des offres

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

La date limite de validité des pièces administratives susvisées doit être postérieure à celle de lancement de la consultation (date de signature de l'Avis d'Appel d'Offres).

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. L'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finance s'entrainera un rejet séance tenante de l'ouverture des plis.

12. Ouverture des plis

L'ouverture des plis se fera en un seul temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le 1 2025 à 11 heures précises, dans la salle de conférences de la commune de NJINIKOM, par la Commission interne de Passation des Marchés de la commune de NJINIKOM siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance de leurs offres.

13. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment:

PENDANT LA SEANCE D'OUVERTURE DES OFFRES

1- Absence ou non-conformité d'une pièce administrative ;

PENDANT L'EVALUATION DES OFFRES EN SOUS-COMISSION D'ANALYSE DES OFFRES

1. Absence ou non-conformité du dossier administratif

- 2. Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3. Fausses déclarations ou pièces falsifiées;
- 4. Offre dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire:
- 5. Offres financière incomplète.
- 6. Le changement d'une unité ou d'une quantité du DAO dans l'offre financière;
- 7. Le non-respect de 75% des critères essentiels :
- N.B. En cas d'absence ou de non-conformité d'une piece du dossier administrative lors de l'ouverture des plis, un delai de quarante huit (48) heures estaccordé aux soumissionnaires concernés pour remplacer la piece en question. Passé cedelai,la piece ne sera plus acceptée et l'offrene sera eliminée que lors de l'evaluation des of en sous-commission d'analyse.

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works:
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit;
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

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

14. Attribution

Cette évaluation se fera de manière purement binaire avec des positifs (oui) ou négatifs (non) et dont le minimum des « oui » acceptable est d'au moins 75% de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disant, 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.

15. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

16. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Secrétariat de Maire de la commune NJINIKOM Tél. : **N**⁰(237) 670294650

- MINMAP

ARMP;

Maître d'Ouvrage

Présidents CPM;

Affichage.

Fait à Njinikom, le 0 7 M/S 2025 (Maire de la commune de Njinikom)

DOCUMENT NO. 2: GENERAL REGULATIONS OF THE INVITATION TO TENDER

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F.	Award of the contract. Article 34: Award

GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 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:
 - Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
 - iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
 - iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
 - b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
 - 3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him.

Article 4: Candidates allowed to compete

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the invitation to tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder), 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:
 - 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 prequalification which may have changed in the case where the candidates took part in prequalification) 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 No. 10. Models to be used by bidders;

a. Model contract;

- Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
- Document No. 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

- 10.1The 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:

- 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 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;

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 timelimit 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 competent Tenders Board shall open the envelopes in single phase 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 unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any 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 contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.
 It must reach within a maximum deadline of three (3) working days after the opening of bids in the form

of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

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

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to 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.
- 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 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 TENDER

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Article 1: Scope of the tender

References of the General regulations	General
1.1	Definition of works: Construction of a BLOCK OF TWO CLASSROOMS at G.S BAINGEH in Njinikom BOYO Division in the North West Region.
	Name and address of the Contracting Authority: , The Mayor of Njinikom Reference of Invitation to tender: No. 01/ONIT/MINDDEVEL/NC/NCITB/PIB/2025 OF//2025
1.2	Execution deadline: Ninety (90) days
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of the Ministry of Basic Education.
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

C. Eliminatory criteria

- 1. ABSENCE OF BID BON WILL LEAD TO OUTRIGHT ELIMINATION.
- 2. Absence or non-conformity of a document in the administrative file;
- 3. -Deadline for delivery higher than prescribed;
- 4. -False declaration or falsified documents;
- 5. -Absence or insufficient bid bond;
- **6.** -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 7. -Incomplete financial file;
- 8. -Omission of a unit price in the financial bid;
- 9. -Change of quantity or unit;
- 10. -Non respect of 75% of essential criteria;
- 11. -Non conformity of the model of submission.

D. Essential criteria

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit; justified by pictures
- 9- Special Technical Clauses initialed in all the pages; last page signed, dated & stamped.
- 10-Special Administrative Clauses completed and initialed in all the pages, last page signed, dated & stamped

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).

N/B ABSENT DOCUMENTS CAN BE FURNISHED WITHIN 48 HOURS OR ELIMINATION MIGHT ENSUE.

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 to 100% of the eliminatory criteria and at least 75% of the essential criteria.

ARTICLE 6: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the renderer 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 in 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.

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

5.1 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. 01/ONIT/MINDDEVEL/NC/NCITB/PIB/2025 OF .../../2025 FOR THE CONSTRUCTION OF A BLOCK OF TWO CLASSROOMS AT G.S BAINGEH IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION>>

"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.

8.2 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.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
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 or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by Njinikom Municipal treasury (40,000 fcfa)
A.6	A bid bond of 400,000 FCFA (Four hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)

A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.12	A Clearance Certificate 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.
A13	An Attestation of site visit signed by the contractor
A14	Power of attorney authorizing signatory to engage the enterprise in the Tender

The absence or the non-conformity of the one of these documents will result to the elimination

of the offer

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

B.1	General presentation of the tender files	
-Docume	nt slotted or spirally bound	
	f content page	
	heets separation	
- Presen	tation of documents in the order given in this tender	
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS	
	List of references of the enterprise in similar jobs justified by signed contracts (fin	rst and las
B.2.1	pages) and minutes of reception or attestation of clearances of works executed. of executing projects ranging from 15 million over the last 05 years.	
	1st Reference	
	2 nd Reference	
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF	
B.3.1	01 works supervisor (at least HND or equivalent certificate)	
	Qualification of the works supervisor: (Senior Technician certificate in Civil or Rural Engineering (BAC +2)	
	Professional experience of the project engineer ≥ 03 years (signed CV)	
	CV signed by the candidate,	
39.50	certified ID dated	
•	presentation of originals dated	
	A certified copy of the technical diploma	
	An attestation of availability signed by the candidate	
B.3.2	01 Site foreman(Civil Engineering BAC)	
	Qualification of the Site foreman: (Technical certificate in Building	
	(BAC F4 or equivalent certificate)	
	Professional experience of the Site foreman ≥ 03 years (signed CV) A certified copy of	
•	CV signed by the candidate,	
	> certified ID dated	
	presentation of originals dated	
	A certified copy of the technical diploma	
	An attestation of availability signed by the candidate	
B.3.3	Other personnel	

. ::	construction or similar works. Only (CVs signed by the candidate) > 01 one Carpenters with 3 years professional experience on carpentry or similar works. Only CVs signed by the candidate > 01 One Electrician with 3 years professional experience on Electricity or similar works. (Only CVs signed by the candidate) (ALL Personnels on B 3.3 must be holders of at least CAP certificate)	
B.4	TECHNICAL PROPOSALS	
B.4.2	Organigram of the project	
B.4.3	Logical sequence for the execution of the task	
B.4.5	Quality control method	
B.4.7	Environmental protection measures	
B.4.8	Security and safety at the site	
B.4.9	Duration of execution in respect with the Tender file	
B.5	LOGISTICS (Equipment put aside for this project)	
B.5.1	Prove of ownership or rental of a pick-up or other vans	
B.5.2	Prove of ownership or rental of a dump truck	
B.5.3	Prove of ownership or rental of a Concrete mixer	
B.5.4	Prove of ownership or rental of a concrete vibrator	
B.5.5	Prove of ownership or rental of a Hand compactor	
B.5.6	Masonry Kit: Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket, trowels, etc.	
	Carpentry Kit : carpentry clamps, saws, harmers, etc.	
B.6	FINANCIAL CAPACITY	
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. = 25% of project cost	
B.7	Attestation of site visit signed by the bidder	
B.8	Comprehensive report of site visit signed by the company administrator	
B.9	Special Technical Clauses initialed in all the pages, signed and stamped on the last page	
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed	

ENVELOPE C- FINANCIAL FILE

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 whole 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 six (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 at **360 000 FCFA**The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at Two percent (2%) of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

It will have to be made up in the twenty (20) days following the notification of the signature of the contract in 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 contract. The corresponding sum will be paid or the released guarantee, one year after provisional reception of works.

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers.

If at the end of this period, the contract were 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 five (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

<<OPEN INVITATION TO TENDER BY EMERGENCY PROCEDURE NO.</p>
01/ONIT/MINDDEVEL/NC/NCITB/PIB/2025 OF .../../2025. FOR THE CONSTRUCTION OF A BLOCK OF TWO CLASSROOMS AT G.S BAINGEH IN NJINIKOM MUNICIPALITY, BOYO DIVISION OF THE NORTH WEST REGION DIVISION OF THE NORTH WEST REGION>>

TO BE OPENED ONLY DURING THE OPENING SESSION»

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest/.... /2025 at 10...AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

Njinikom Council Telephone N^0 (237) 670294650, Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Njinikom Council on/2025 as from11...a.m., by the Njinikom Council Tender Board sitting in the presence of the 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 offer, essentially conforming to the regulations the Tender File, having satisfied to 100% of all the eliminatory criteria and at least 75% of the essential criteria taken into account.

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 his offer is not accepted.

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: COMMENCEMENT OF WORK:

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

*	The Mayor Njinikom (contracting authority)(chairperson)
*	The Divisional Delegate of MINTP or his representative(secretary)
*	The Divisional Delegate of MINMAP or his representative;(member)
*	Contract Manager (SG Njinikom Council)(member)
*	DD MINDDEVEL(MEMBER)
*	THE Divisional Delegate of MINEPAT(member)
*	The CDO of Njinikom Council (Member)
**	The contractor (mambas)

DOCUMENT No. 5: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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Chapter I: General

Article 1: Subject of contract

The subject of this contract shall be the Construction of a block of two classrooms Classrooms in **G.S BAINGEH** in NJINIKOM, BOYO Division in the North West Region.

Article 2: Contract award procedure

This contract shall be awarded by OPEN NATIONAL INVITATION TO TENDER N°003/ONIT/MINDDEVEL/NC/NCITB/PIB/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 Mayor of Njinikom
 He awards the contract, ensures the preservation of originals of said contract
 documents and the transmission of copies to Ministry in charge of Public Contracts
 and to the body in charge of regulation.
- The Contract Engineer shall be the Divisional Delegate of Public Works for BOYO hereinafter referred to as the Engineer.
- The Project OWNER IS THE MAYOR NJINIKOM COUNCIL. He represents the beneficiary administration of the works.
- The Contract Manager shall be: the SG NJINIKOM COUNCIL
- He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Project Manager shall be: THE CDO OF NJINIKOM COUNCIL

He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages

- DD MINMAP BOYO shall be the service in charge of following up the effectiveness of the execution of works
- The CDO of Njinikom Council shall follow up the day-to-day execution of works
- The contractor shall be [to be specified].

3.2 Security

This contract may be used security subject to any form of transfer of the debt. In this case:

- The authority in charge of ordering payment shall be the Mayor of Njinikom.
- The authority in charge of the clearance of expenditures shall be the **Divisional**Finance control for Boyo
- The body or official in charge of payment shall be the Municipal treasurer Njinikom
- The official competent to furnish information within the context of execution of this contract shall be the Mayor Njinikom.
- 3.3 Duties of the Control Mission, Project Manager
- 3.3.1 Missions [to be completed, where need be]
- 3.3.2 Means put at the disposal of the Control Mission [to be completed where need be].

Article 4: Language, applicable law and regulation

- 1.2 The language to be used shall be [English and/or French].
- 1.3 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

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

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

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

Article 6: General instruments in force

This contract shall be governed by the following general instruments [to be adapted according to the case]:

- 1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
- 2. Law No 2010/002 of 13/04/2010 on the protection and promotion of persons living with disabilities;
- 3. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- 4. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- 5. Decree No. 2018/366 of 18 June 2018 to institute the Public Contracts Code;
- Decree No. 2013/271 of 5 August 2013 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2012/074 of 8 March 2012;
- 7. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- 8. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- 9. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- 10. Circular No 00013995/C/MINFI of 31/12/2024 bearing the instructions relating to the implementation of the Finance Law, the monitoring and control of the execution of the State and other State entities for the 2025 fiscal year;

- 11. Order No. 093/CAB/PM of 05/11/2002 to fix amounts of bid bon and purchase fee for tender files:
- 12. Unified Technical Documents (DTU) for building works;
- 13. Applicable standards;
- 14. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

- 1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
 - a) In the case where the contractor is the addressee: Sir/Madam...........

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

Article 8: Administrative Orders (Article 8 of GAC)

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified

by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.

- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

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

9.1 [Specify if the contract has one or several phases]

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

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

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

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

Chapter II: Financial conditions

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

11.1 Final bond

The final bond shall be set at 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

[Specify, if need be, the rates (20% maximum of the amount of the contract inclusive of all taxes auaranteed at 100%) and conditions for the return of the guarantee]

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 20,000,000 (in figures) **TWENTY MILLION F**cfa (in letters) CFA francs Inclusive of All Taxes; that is:

	Amount exclusive of VAT:	() CFA F
_	Amount of VAT:() CFA F.
- 0	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 fran	cs (amount in figures and letters exclusive of taxes) by credit to
		pened in the name of the contractor in the	bank.
b.	For payments in foreign of	currencies (amount in figures and letters exclusive	of taxes) by
	credit to account No.	opened in the name of the contractor in	bank.

Article 14: Price variation (Article 20 of GAC)

14.1 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.
- 14.2 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 be [must not exceed 2 %] of the amount of the contract and its additional clauses, where applicable.
- 17.2In 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 subdetail of prices;
 - Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
 - The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

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

This contract is at [unit price, all-in price or unit and all-in 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 banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
- 20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 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:

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

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

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month. The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by the Municipal Treasurer Njinikom Council within a maximum deadline of calendar days from the date of submission of the approved detailed accounts.

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

A. Penalties for delay

- 23.1 The amount set for penalties for delays shall be set as follows:
 - a) One two thousandth (1/2000^{th)} 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 $(1/1000^{th})$ of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30^{th} day.
- 23.2The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

B. Specific penalties [amount to be indicated]

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

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

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

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

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

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

After completion of the works and within a maximum time-limit of 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 Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.
- 25.3 The contractor has up to thirty (30) days to return the signed final detailed account.

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

26.1 The Contract Manager or the Project Manager has 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 Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

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

26.2The 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:
- O Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices means VAT included.

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

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

Chapter III: Execution of works

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

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

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **ninety** (90) days.

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

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

The detailed and general plan of progress of the works shall be communicated to the Project Manager in 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 Manager.

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

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

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

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

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

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

a) Within a minimum 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 [Contract Manager after the endorsement of the Project Engineer] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

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

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

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

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

35.2 Execution draft

- a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] 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 Manager or Project Manager] 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.
- 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 Manager 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 be [specify] % of the initial amount of the contract and its additional clauses (the ceiling is 30 %).

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

- 39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 39.2The 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 the possible restrictions or bans]

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 control 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 jobbing order.
- 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. -Control Engineer,

-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 upon the request of the Contractor.

42.2 Acceptance

The acceptance commission shall comprise:

- ❖ The Mayor Ninikom (contracting authority).....(chairperson)
- * The Divisional Delegate of MINMAP or his representative;.....(OBSERVER)
- ❖ Contract Manager (SG Njinikom Council)(member)
- * The Divisional Delegate of MINTP or his representative.....(secretory)
- ❖ DD MINDDEVEL(MEMBER)
- ❖ The Stores Accountant of Njinikom Council(member)
- * Member of the beneficiary Community.....(member)
- ❖ The contractor.....(member)

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and signed by all the commission members.

However, the report (process - verbal) shall be valid if two third (2/3) of the members including the chairperson append their signatures.

The chairperson can only convene the acceptance of works when he must have received from the Contract Engineer the report (process - verbal) of the technical acceptance of works with no reserves pending clearance.

This report (process - verbal) of the technical acceptance of works shall be an integral part of the acceptance of works' report (attached to acceptance of works report) and shall accompany the bills for settlement

N/B: Where the case may be, 2/3 of the members of the committee shall constitute a quorum. The minutes of the above process must mention clearly that the process took place in the presence of MINMAP as an OBSERVER stating his name, function and grade. The representative of MINMAP shall sign the attendance sheet but shall not sign the minutes.

Article 43: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

Article 44: Article 45: Final acceptance (article 72 of the GAC)

- 44.1 Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.
- 44.2 The Project Manager [shall [not] be member of the commission.

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

Chapter V: Sundry provisions

Article 45: Termination of the contract (article 180 of the GAC)

The contract may be terminated as provided for in Art 180:

- 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 a peat poorly executed works;

- Default by the contractor;
- Persistent non-payment for services.

Article 46: Case of force majeure (article 75 of the GAC)

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

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

Article 47: Disagreements and disputes (article 79 of the GAC)

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

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

Article 48: 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 49 and last: Entry into force of the contract

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

Document No. 6: Special Technical Conditions (STC)

TECHNICAL SPECIFICATIONS

1 -**GENERALITIES** PREPARATORY WORKS-IMPLANTATION 11-111-**FOUNDATION** IV - ELEVATION WORKS ROOF TRUSS AND THE COVERING V -VI -JOINERY AND METAL WORKS VII -PLUMBING-SANITARY VIII-**ELECTRICAL INSTALLATION** RENDERING (PLASTERING) AND COATING IX -X -**PAINTING OUTSIDE AMENITIES AND LAYOUT PLANNING** XI -XII - PROTECTION OF THE ENVIRONMENT

XIII - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

1 – GENERALITIES: This present special technical specifications concern the Construction of a BLOCK OF TWO CLASSROOMS in G.S BAINGEH in Njinikom Municipality, BOYO Division, North West Region. It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority and sample models of equipment and furniture provided by the project owner. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an execution 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.

SIGN-POSTS: The contractor shall put in place at his expense sign-posts indicating work in conformity with the plans put at his disposal by the authority that signed the contract.

Hygiene and safety: The contractor shall ensure total hygiene and security of the site by constructing a temporal pit latrine and putting up a temporal fence around the project site if that be the case.

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 in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished in a specified duration and at his 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.

1 - PREPARATORY WORKS - SETTING OUT: These works concern the clearing of the site and evacuation of the rubbles to the public discharge, the clearing and leveling of the site where necessary. 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 outside axes, this to facilitate trenching and other earthworks and good circulation. The commencement of excavation will be accepted by the select Engineer 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 cotton 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 Engineer. The advantage will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

The descriptive refee completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, else a station and conclusion.

These technical additions have as objective the definition of the consistence of works to be executed in additional transfer and according to technical norms for the construction of classroom build

3 – FOUNDATION: Blinding concrete: The base of the foundation trenches shall be stabilized with 5cm of concrete and at 15 km/m3

> Separating plus boundation walls:

- The separate footing shall be in reinforced concrete of section 20x30 (or as per indication on the plans) dosed at 350kg/m3.
- The reinforcement shall be stirrups T6 every 20cm +4HA10 main rods
- The foundation walls shall be realized with frog filled sand Crete blocks of section 20x20x40 dosed at 200kg/m3 OR masonry foundation of 25cm thickness
- FLOORING: The floor shall be of mass concrete of thickness 8cm dosed at 350kg/m3. The floor shall be finished with a cement screed of 4cm thick, dosed at 400kg/m3

The foundation will be filled with earth of good quality in successive compacted layers of 20cm where the fill depth exceeds 30cm. An over-site concrete of thickness 12cm will be laid to cover the whole foundation area at a dosage of $350~kg/m^3$ over the entire compacted surface.

The floor shall be in cement grout, smoothly trowel finished on a sand screed of 3mm thick.

4 – **ELEVATION WORKS:** The elevation walls will be in agglomerated hollow blocks of $15 \times 20 \times 40$ cm with a good crushing resistance. The mixing for block molding should give at most 32 blocks per bag of cement for blocks of $15 \times 20 \times 40$ cm. They should be kept dry for at least 21 days before lying on the elevation walls. The reinforced concrete pillars of section 15×15 and 15×30 at 350 kg/m^3 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 16 Mpa. For the maximal spacing of the pillars see building plans. The lintels 15×20 in reinforced concrete at 350 kg/m^3 will be leveled to +2,20 m above the level of the finished foundation. The average height under the ceiling shall be 3,00 m.

A binding course of 1.5×20 cm in reinforced concrete at $3.50 \, \text{kg/m}^3$ will be laid above the finished level of the agglomerated hollow blocks walls with fixing wires so as to receive the wooden roof

- ROOF TRUSS AND THE COVERING:

truss.

- Trusses: shall be of locally sawn and treated eucalyptus, shall compose of single frame rafters of 5cmx15cmx4m and spaced at 1.50m interval with a king-post of 175cm high. These rafters will be solidly attached to the wall plate with the help of standby beam iron rods also spaced at 1.50m spacing;
- Purlins and noggins: shall consist of 5x8cmx4m locally sawn timber from eucalyptus. All structural timber shall be treated with carbonyl. The timber for the roof work will be of good quality, with the straight grain and free of any defect.
- -Roofing sheets: shall be in high rib aluminum sheets (TôleBac) of type 5/10mm. The sheets shall be fixed onto the purlins using twisted zinc nails equipped with bituminous rubbers caps.
- -Fascia; it shall be 40cm wide and 3cm thick and shall be of hard wood. It shall be coated with aluminum sheets.
- -Ceiling- shall be in cream-white 4mm plywood (Ayous), fastened to noggins of 4cm thick or 5x8 and treated with carbonyl. The noggins shall be spaced 60cm center to center and braced appropriately. Eaves shall be equipped with ventilated pre-cast blocks. An access shall be provided into the loft (ceiling of each classroom). The external ceiling shall be in smooth aluminum sheets (tôlelisse) nailed to noggins and fastened with wooden ceiling battens.

6 - JOINERY

Doors and Windows:

- Door shutters (1,00 X 2,20)m shall be made of aluminum glazed panels fitted with aluminum protection bars (vertical Strips), anchored to the wall with appropriate screws, (90X2,20)m hard wooden raise panels fixed on wooden frames and securely anchored to the walls, (90X2,20)m double metallic panels fixed on metallic angle bars (35x35)mm securely anchored to the walls. All door shutters shall open to the outside.

-All window op and fixed wind	(210 X 70) cm shall be fitted with sliding aluminum glazed panels shutters retectors (210 X 90) cm of vertical striped metallic tubes (30mm)
luminous elemen	STALLATION: The interior facilities (sheaths VGV cables, TH etc) will be to the north, and the rules concerning electrical installations at the time of the as the applicmented hollow blocks walls are being raised. Accessories and akets, switches etc) will be of good model. The set of facilities will be joined acid.
8 – RENDERIN on both sides c layer and a fin vertically using c is done.	ASTERING) AND COATINGS: The wall rendering (thickness at least 2cm cm walls) was of cement mortar at 400 kg/m³. There will be an under-coat yer flowed and foamed to finish. They must be well cut horizontally and ght edge. All walls shall receive a base coat of spatadash before plastering
9 - PAINTING: A least priming layer will be painted achieve the des All metal and w	er of in pression in ordinary paint will be applied previously on all the walls interior walls will be painted in water paint (pantex 800). The external walls after resistant paint (pantex 1300 type). Colour tinted tubes will be chosen to tagnatic alour.
primary coat of from the floor, ϵ	works share we painted with oil paint - Glyptalresien lacquer, in two coats. A st before fixed painting is done. Skirting shall be carried out oil paint at 90cm ally an all smally with coffee brown colours
well rolled and of water with a Prefabricated s of the classroom Steps shall be a as the case may	ITIES AND LAYOUT PLANNING: Gutters: To be excavated 40cm wide and in drops. The walls of gutters are to be constructed in concrete and the floor then out with ordinary cement concrete providing a slope of 10% for the flow oot of a result of the environment. If one a wenty (1.20m) wide each shall be provided at the main entrance ght a speed stones at the main entrance to the building at 1,20m wide
Equally, ramps angle bar of 25 or otherwise.	20m cast linear of one twenty (1,20m) wide each with edges protected with nall be arraided at the entrance of the building for handicaps on wheel chairs
11 -PROTECTI before the beg installation.	of war place of his yard facilities and will request his authorization of
The site must be do for bushes, the second provided and of washing cesspool provided flow of the polar At the end the places of the situal stationary in back the site in site, nor in the with a layer of a sthe case many control of the situal stationary in the site, and the site in site	n outside a the sensitive zones, in order to limit the site clearing, the extraction out of the conding and general circulation. In address a detail. These maintenance areas should have a slope toward a the condition and toward the inside of the platform in order to avoid the outside and toward the neighborhood. The end of the site and the neighborhood. The end of the site and the neighborhood. The end of the site and the neighborhood. The site and the various should be about demolish tion, support made of concrete or metallic, etc. in order to put ate. No equipment nor materials should be abandoned on the aution of all the works. Left-over materials are to be covered and to receive an adequate drainage in order to avoid all erosion
nay either be before any use The gravels (5/ less than 2%.	e risconsider. ARATION OF MATERIALS: The fine and coarse aggregates arry crushed and must be approved by the Project Engineer (0/5) shall have very fine elements settlement of less than 4%. 15/25 elean and well graded with very fine elements settlement of the A 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings. Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the Project Engineer with dimension sizes of not less than 20cm.

1) CONCRETE:

- -Ordinary concrete: specifically lean concrete shall be 5cm thick and laidall round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m³.
- Over-site concrete: shall be 12cm thick laid on the entire floors and paved area between walls and gutters dosed at 350kg/m³ over the entire surface.
- NB: The external veranda shall be 5cm below the level of the internal floor with 2% slope, slopping to the outside.
- -Reinforced concrete: shall be specifically for pillars, beams damp proof course (DPC), lintels and tie-beams and their mixture shall be in a proportion of 350kg/m^3 .
- NB: All concrete works should be properly cured (i.e. water three times a day for seven days)

NOTE: Renforcement Schedule.

		SIZES	RODS	RODS	STIRRUP	DOSAGE	TYPE	
Νo	STRUCTURE	Nos	ф	Torso	Spacings	DOJAGE	1111	
1	Damp proof course	4	8mm	6mm	20cm	350kg/m^3	Fe-E-400	
2	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400	
3	VerandaPillars 15x 30	6	8mm	6mm	20cm	350kg/m^3	Fe-E-400	
4	Wall pillars 15x15	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400	
5	Wall plate (tie-beams) 15x20	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400	
6	Beams 20x20 and 15x20	4	8mm	6mm	20cm	350kg/m^3	Fe-E-400	

NB: All rods should preferably be imported

- Sand: Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 5mm. IT SHALL BE RIVER SAND AND NOTHING ELSE.
- Aggregate: shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing.
- Water: To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities; meaning potable water.
- Cement: To be used mostly for cement mortar, all concrete mixtures shall satisfy the general conditions laid down by regulation in force. It will be type CPA325 Portland cement and shall not show any trace of uneven mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.
- $\it Rods:$ shall be mild steel reinforcement, Tor or Steel in accordance with the R/C &3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease.
- **Shuttering:** hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.
- MASONRY:

-Blocks- Lo. d L for load bearing w an appreciable de 20...

All blocks sha

-Plastering: All p Cement mortar mix a great areas on all maso plastering shall not of spatadash lefo

-Screed: a sno 8cm concrete for

hall be mounted in compressed cement blocks of (15x20x40) cm Kg/m³ (at most 32 blocks per bag of cement). Blocks should show ince to violent pressure.

at least 21 days before being used.

all be applied using a trowel, float, straights edges and sponge. tion of 400kg/m³ will be used to plaster all previously rejoined crete works, and then thinly floated. The final thickness of the on both sides of the walls). The external walls shall receive a coat s done on it.

linary cement screed 400kg/m³ (1:2) finish shall be spread on the d shall be 3cm thick.

13 GUTTERS:

To be excavated 40 m w d 30cm deep at the rain drops and to be provided particularly at the frontage and the two ends of the building as the topography of the terrain is relatively flat. The walls of gutters and smoothen out with ordinary comes suc st oviding a slope of 10% for the flow of water for level surfaces.

15- Wood - Mate : 1 d must be pure and should not have nodes, foreign bodies or fractures due to sav. I.d. Il be locally sawn eucalyptus.

Document No. 7: Schedule of unit prices

Schedule of unit prices

UNIT PRICE S HEED & FOR THE CONSTRUCTION OF TWO CLASSROOMS AT GS BALL BELL JINIKOM BOYO DIVISION OF THE NORTH WEST REGION

N <u>o</u>			RIPTION	UNIT	Q'TY	AMOUNT	AMOUNT IN WORDS
	LOT 100:PR	PARATORY	WORKS AND STUDIES				
101		proje i i i i	mation board	ff	1		
102	Studies (exc	tion	g, report of execution etc)	ff	1		
103	Setting out a	built II.	The second secon	ff	1		
104	Site clearing	Ve.	soil	m2	630		
		_	SUB-TOTAL LOT 100				
	LOT 200:EA			0.000			
201	Leveling of the			m2	630		
202	Excavation of		d footings	m3	30		
203	Backfill later	5		m3	88	- We did to the second	
			SUB-TOTAL LOT 200				
	LOT 300: FC	NUATION	WOR KS				P-211-711-Ave v-2-11-1-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
301	Lean concre			m2	2.9		
	Frog filled ce	en: 2	0x20x40	m2	75		
303		S	beams	m3	5.75		
304	Concrete of	or i	ck)	m2	195		
			SUB-TOTAL LOT 300				
	LOT 10 : M	CLL	EVATION				A CONTRACTOR OF THE PERSON OF
401	Blocks of 15x			m2	240		
402	Blocks of 10	Same		m2	31		
403	Plastering w	e nontreoi	tar paste	m2	580		
404	R.C. For lint		beams	m3	6.3	-	
405	Cement scre			m2	223		
406	Claustres (fc			m2	39		
407	Black board	2		U	2		
			SUB-TOTAL LOT 400	0	2		
	LO RC	1	ING WORKS				
501	Raf 3			m3	3.5		
502	Pull sand r	7.5		m3	3.5		
503	Cell · (5mn			m2	249		
504	Fa ard			ml	65		
505	Almin m s		5/10)	m2	265		
506	To : 50			ml	47		
507	Ange			ml	39		
	10.3.50		SUB-TOTAL LOT 500		00		
	LC : JC	i encoria	ETALLIC WORKS	1	enter a la l		
601	Mr loor	20 10 m		U	2		
602	M coor			U	2		
603	P: ood		(0.90x2.10)m	U	4		
	Pa soode		0.70x2.10)m for the			nstrument to the second	
604	to		5. 1 107/51/59/570	U	4		
605	Al ng		utters (1.50x1.20)m	U	10		
	Al ng.		utters (1.20x1.10)m	U	2		
_	- management		tside(1.50x1.10)m	U	10		
608	V pro		tside(1.20x1.10)m	U	2		
			SUB-TOTAL LOT 600				
	<u>L</u> (: Pl		SANITARY WORKS				
701	P reva		ply with accessories	Pairs	1		

702	Water closet English type complete	U	4			
703	Wash hand basin	U	2			
704	Towel and soap dish rail	U	2			
705	Soakaway pit	U	1			
706	Septic tank	U	1			
707	Inspection chamber	U	2			
		U	4			
708	Tissue paper hanger SUB-TOTAL LOT 700	0				
-	LOT 800: ELECTRICITY					
004		roll	3			
801	Conduit flexible pipes	roll	2			
802	V.G.V 1.5mm2 cable for lighting		3			
803	T.H 2.5mm2 for sockets and switches	roll	Vacanta and a second			
804	Mazda fluorescent lambs complete (120cm)	U	20			
805	Round bulbs	U	3			18 (1865)
806	Suckets and switches	U	16			
807	Connectors, fuse box, cups	pairs	1			
808	Connection to existing network in the institution	ff	1			
	SUB-TOTAL LOT 800					
	LOT 900; PAINTING AND TILLING					
901	Ceiling	m2	249			
902	External walls	m2	190			
903	Internal walls	m2	390			
904	Metal and woodworks	m2	130			
905	Vitrified tiles on toilet walls (15x15)	m2	30			
	Mosaic tiles on toilet floor and ceramic on rest hall					
906	floor	m2	31			
	SUB-TOTAL LOT 900				e e e e e e e e e e e e e e e e e e e	
	LOT 1000;DRAINAGE	The same and				
1001	Gutter all round the building	ml	73			
1002	Concreting of the surrounding	m2	52			
	SUB-TOTAL LOT 1000			-		
	CHMMAD	\ <u></u>				
	SUMMAR	Y			- 1071-	
	LOT100; PREPARATORY WORKS AND STUDIES					
	LOT 200: EARTHWORKS	Y.				
	LOT 300: FOUNDATION WORKS					
	LOT 400: MASONARY-ELEVATION					
	LOT 500: ROOF AND CEILING WORKS					
	LOT 600: JOINERY AND METALLIC WORKS					
	LOT 700: PLUMBING AND SANITARY WORKS					
	LOT 800: ELETRICITY					
	LO T 900; PAINTING AND TILLING					
	LOT 1000; DRAINAGE				7-1	
	TOTAL WITHOUT TAXES					
	I VAT: 19 25%					
	VAT: 19.25%					
	AIR: 5.5% TOTAL WITH TAXES		ANIM SAL			

Cument No. 8: Bill of quantities and estimates

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF TWO CLASSROOMS AT GS BAINGEH IN NJINIKOM BOYO DIVISION OF THE NORTH WEST REGION

No	DESCRIPTION	UNIT	Q'TY	AMOUNT	AMOUNT IN FIGURES
N <u>o</u>	LOT 100:PREPARATORY WORKS AND STUDIES	Oldii	Q II	/ moont	
101	Installation of project information board	ff	1		
101	Studies (execution planning, report of execution etc)	ff	1		
102		ff	1		
103	Setting out the building	m2	630		
104	Site clearing of vegetable soil SUB-TOTAL LOT 100	1112	000		
	LOT 200:EARTHWORKS				
201		m2	630		
201	Leveling of the platform Excavation of trenches and footings	m3	30		
202	Backfill lateritic soil	m3	88		
203	SUB-TOTAL LOT 200	1110			
	LOT 300: FOUNDATION WORKS				
204	Lean concrete	m2	2.9		
301	Frog filled cement blocks 20x20x40	m2	75		
302	R.C. for footings,pillars and beams	m3	5.75		
303		m2	195		
304	Concrete of floor (12cm thick) SUB-TOTAL LOT 300	1112	100		
	LOT 400: MASONARY-ELEVATION				
101		m2	240		
401	Blocks of 15x20x40	m2	31	-	
402	Blocks of 10x20x40	m2	580		
403	Plastering with cement mortar paste	m3	6.3		
404	R.C. For lintels, pillars and beams	m2	223		
405	Cement screen	m2	39		
406	Claustras (for toilet walls)	U	2		
407	Black board (1.20X5.00)m	0	2		
	SUB-TOTAL LOT 400				
	LOT 500: ROOF AND CEILING WORKS	m3	3.5		
501	Rafters	m3	3.5		
502	Purlins and noggings	m2	249		
503	V 1	ml	65		
504		m2	265		
505	the state of the s		47		
506		ml	39		
507	Angle ridge	1111	39	-	
	SUB-TOTAL LOT 500	1		-	
	LOT 600: JOINERY AND METALLIC WORKS	U	2		
601	Metallic door (1.50X2.10)m	U	2		
602		U	4	-	
603	Panel Wooden door shutter (0.90x2.10)m	10	4		-
604	Panel Wooden door shutter (0.70x2.10)m for the toilet	U	4		
604		U	10	- I - I - I - I - I - I - I - I - I - I	
606		U	2		
607		U	10		
608		U	2		
000	SUB-TOTAL LOT 600				
	LOT 700: PLUMBING AND SANITARY WORKS				
701		Pairs	1		
702		U	4		
703		U	2		

704	I To	vs' and so			U	2	Ī	1	
704		way pit			U	1		-	
706		tank			U	1	Lancas de la companya		
				RICE CONTROL OF THE PARTY OF TH		2			
		ection ch			U				
708	HS	sue paper	IIai	CUR TOTAL LOT 700	U	4	MANUAL TO A	ACT COMPANY OF THE PARTY OF THE	
	1.0	T 000 FI		SUB-TOTAL LOT 700					
004		T 800: EL							
		nduit flexib			roll	3			
802		7.1.5mm		hting	roll	2			
803	_	7 .1m2		switches	roll	3			The state of the s
804		ore		mplete (120cm)	U	20			
805		ılbs	-		U	3			
		uls and		200	U	16			
		nectors, f		Si	pairs	1			
808	Co	nection to		vork in the institution	ff	1			
				SUB-TOTAL LOT 800					
		90 PA		TILLING					
901	C	wa!			m2	249			
902	E				m2	190			
903	In				m2	390			
904	M	raffic Livero	d		m2	130			
905	Vi	ed ties.		15x15)	m2	30			- need thing
				and ceramic on rest hall					
906	floo				m2	31			
				SUB-TOTAL LOT 900					
	L	* 0;L	٧.	0.					
1001	G	* 10;L	e	2	ml	73			Company of the Compan
1002	C		i 5	g	m2	52	AI		
				SUB-TOTAL LOT 1000		102			
				302 101/12 201 1000					
		The state of the s				I.	<u> </u>		
				SUMMAR	Y				
	Le	100: PF	37	WORKS AND STUDIES					
	L		V						
	L		<u></u>	ORKS				-	
	L		-	ATION					
	L			NG WORKS					
-	L			ETALLIC WORKS					
	LC	700: PL		SANITARY WORKS				elalik oʻzablari ildə	
	LC	800: EL	CITY	ANTART WORKS					
	L	1 900		TILLING					
	L	MAN 17		LETING					
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This pr		sed at the sum of	
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Document No. 9: Schedule of sub-detail of price

DESIGN	IATION				
No	Daily out put		Total quantity	Unit	Duration of activity
	Category	No	Daily wage	Days break up	Amount
WORKMAN SHIP					
WOR	TOTAL A				
	Туре	No	Daily rate	Days break up	Amount
MECH					
MENT/					
MISCELLANOUS EQUIPMENT/MECHINES	TOTAL B				
US.	Туре	Unit	Unit cost	Quantity	Amount
8					
ILA					
SCE		-			
100		-		-	
Ā		-			
MATERIAL AND					
푎			<u> </u>		
¥.	TOTAL C				
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENESES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
Н	RISK + BENEFITS		tion to the same of the same o	Gx%	
P	TOTAL COST (HT)			G+H	
٧	UNIT COST (HT)			P/Q'TY	