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DAO

REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie

REPUBLIC OF CAMEROON
Peace - Work - Fatherland

MINISTERE DE LA DECENTRALIZATION ET DU
DEVELOPPEMENT LOCALE
REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT
NORTH WEST REGION
MEZAM DIVISION



ARRONDISSEMENT DE BAMENDA II^{EME}
COMMUNE DE BAMENDA II^{EME}
P. O. BOX 495 MANKON

BAMENDA II SUB-DIVISION
BAMENDA II COUNCIL
P. O. BOX 495 MANKON

REF. N° BIIIC/VOL.1/SG/2025

Bamenda, the **14 MARS 2025**

BAMENDA II COUNCIL
BAMENDA II COUNCIL INTRENAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER
N° 03/RQ/B.II.C,ITB/B.II.C/B.II.SD/MEZAM/NW/2025 OF 14/03/2025
FOR THE REHABILITATION OF MUSEUM AT NSONGWA PALACE MUSEUM IN
BAMENDA II SUBDIVISION MEZAM DIVISION OF THE NORTH WEST REGION

PROJECT OWNER: THE MAYOR OF BAMENDA II COUNCIL

FINANCING: MINAC Public Investment Budget of 2025

BUDGET HEAD: -----
Authorization No. -----

FINANCIAL YEAR 2025

Re: 03-25

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REPUBLIQUE DU CAMEROUN

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BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the **14 MARS 2025**

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER'S NOTICE

N° 03/RQ/B.II.C,ITB/B.II.C/B.II.SD/MEZAM/NW/2025 OF 14/03/2025

FOR THE REHABILITATION OF MUSEUM AT NSONGWA PALACE MUSEUM IN BAMENDA II
SUBDIVISION MEZAM DIVISION OF THE NORTH WEST REGION

Financing: MINAC Public Investment Budget of 2025

- Subject of the invitation to tender:** Within the framework of 2025 BIP Budget, the MAYOR of BAMENDA II Council; Project Owner and Contracting Authority hereby launches an Open National Invitation to Tender FOR THE REHABILITATION OF MUSEUM AT NSONGWA PALACE MUSEUM IN BAMENDA II SUBDIVISION MEZAM DIVISION OF THE NORTH WEST REGION.
- Nature of work:**
Work to be done consists of
 - Preparatory works
 - Clearing of site
 - Repair of cracks on walls
 - Repair of crack on floors
 - Repair of doors with accessories
 - Repair of leakages of roof
 - painting
- 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 **two (02) calendar months**
- Lots.**
This single lot consist of **THE REHABILITATION OF MUSEUM AT NSONGWA PALACE MUSEUM IN BAMENDA II SUBDIVISION MEZAM DIVISION OF THE NORTH WEST REGION.**
- Estimated cost**
The estimated cost after preliminary studies is **10 000 000 (Ten million) CFA Francs.**
- Participation and origin**
Participation to this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws
- Financing**
Works which form the subject of this invitation to tender shall be financed by the 2025 Public Investment Budget of the **Ministry of Arts and Culture**
- 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 **200,000 CFA (Two Hundred thousand) 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 bond.

9. Consultation of Tender File:

The file may be consulted during working hours at the BAMENDA II Council, OFFICE OF SIGAMP Telephone N^o (237) 676244462, as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from Bamenda II Council, OFFICE OF SIGAMP Telephone N0 237 676244462 as soon as this notice is published against payment of the sum of **25,000 CFA francs (twenty five thousand Francs CFA)**, payable at a Bamenda II Municipal Treasury, representing the cost of purchasing the Tender File. It may equally be consulted online on the COLEPS platform at the following addresses: <http://www.marchespublics.cm> OR <http://www.publiccontracts.cm> and on the ARMP website (www.armp.cm) against payment of the sum of **25,000 CFA francs.**

11. Submission of bids (Online):

For submission online : the bid must be submitted by the bidder on the COLEPS platform or any other official electronic means of communication to be specified by the Project Owner latest on **15/04/2025 at 10.am** local time. A back-up copy of the tender recorded on a USB key or CD/DVD must be sent in a sealed envelope with the clear and legible indication "back-up copy", in addition to the above mentioned indication, within the deadline set.

File size and format

For online submission, the maximum sizes of the documents that will transit on the platform and constitute the tenderer's offer are the following:

- **5 MB for the Administrative file;**
- **15 MB for the Technical Offer;**
- **5 MB for the Financial Offer. The following formats are accepted PDF format for text documents and JPEG for images.**

The applicant shall make sure that he or she uses compressing software to possibly reduce the size of the files to be transmitted.

**<<OPEN NATIONAL INVITATION TO TENDER N^o 03/ONIT/B.II.C/BII.ITB/ 2025 OF 14/03/2025
FOR THE REHABILITATION OF MUSEUM AT NSONGWA PALACE MUSEUM IN BAMENDA II
SUBDIVISION MEZAM 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:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **15/04/2025 at 11AM** local time, in the conference hall of BAMENDA II Council, by the BAMENDA II Council Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice.

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 OR insufficient bid bond**
2. Bids not submitted online
- **Elimination during the evaluation of bids by the adhoc committee**
 3. Absence or non-conformity of an element in the administrative file;
 4. Deadline for delivery higher than prescribed;
 5. False declaration or falsified documents;
 6. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
 7. Incomplete financial file;
 8. Change of quantity or unit of the Tender file in the financial bid;
 9. 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 the said document else it 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- 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 and last page signed;
- 10- Special Administrative Clauses completed and initialed in all the pages and last page signed.

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

15. Award of Contract

The contract will be awarded to the bidder who would have proposed the offer with the lowest reasonable 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.

17. Validity of bids

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

18. Further information

Additional information may be obtained during working hours from SIGAMP service, Tel: 676244462 or online on the COLEPS platform **via <http://www.marchespublics.cmor> <http://www.publiccontracts.cm>**

Done at BAMENDA II on **14 MARS 2025**

**The Project Owner
(Contracting Authority)
The Mayor BAMENDA II Council**

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



**Chenui Peter
MAYOR**

REPUBLIQUE DU CAMEROUN

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Bamenda, the **14 MARS 2025**

AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 03/AO/DC/B.II.C/BII.ITB/2025 DU
14/03/2025 POUR LES TRAVAUX DE REHABILITATION D'UN MUSÉE A CHEFFERIE DE
NSONGWA DANS LA COMMUNE DE BAMENDA 2eme DANS LE DEPARTEMENTAL DE MEZAM,
REGION DU NORD OUEST.**

Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP - MINAC) - EXERCICE 2025

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire de la commune 2025, Maire de Bamenda 2eme, Maître d'Ouvrage et Autorité Contractante lance un D'APPEL D'OFFRES NATIONAL OUVERT *POUR LES TRAVAUX DE REHABILITATION D'UN MUSÉE A CHEFFERIE DE NSONGWA* DANS LA COMMUNE DE BAMENDA 2eme DANS LE DEPARTEMENTAL DE MEZAM, REGION DU NORD OUEST

2. Consistance des travaux

Les travaux comprennent notamment :

- Travaux préparatoires
- Nettoyage de l'emprise
- Rehabilitation les fissure sur les murs
- Rehabilitation les fissure sur les sols
- Rehabilitation les ports et les fenestres
- Rehabilitation les toiture
- peinture

3. Délai d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **deux (02) mois calendaires**

4. Allotissement

Le travail est ci-après défini : REHABILITATION D'UN MUSÉE A CHEFFERIE DE NSONGWA DANS LA COMMUNE DE BAMENDA 2eme

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de dix-millions (10 000 000)

6. Participation originelle

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.

7. **Financement** Les travaux objet du présent appel d'offres sont financés par le budget d'investissement public du MINAC Base l'exercice 2025.

8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses 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 No 12 du DAO, d'un montant **(200, 000) FCFA** et valable pendant trente (30) jours au-delà de la date de validité des offres. Conformément à l'article 90 (9) du code des Marchés Publics (Decret No. 2018/366 du 20 June 2018), des chèques certifiés et chèques-banques sont admis à la

place du cautionnement de soumission.

9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la commune de BAMENDA II Tél. : (237) 676244462 dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la commune de BAMENDA II Tél. : (237) 676244462, dès publication du présent avis, contre présentation d'une quittance de versement à la recette municipale commune de BAMENDA II de la somme non remboursable de **F CFA 25,000 CFA**

11. Remise des offres (hors ligne et en ligne)

Pour la soumission en ligne

L'offre devra être transmise par le soumissionnaire sur la plateforme COLEPS au plus tard le **15/04/2025 à 10h00**. Une copie de sauvegarde de l'offre enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l'indication claire et lisible « copie de sauvegarde », en plus de la mention ci-dessus dans les délais impartis.

Taille et format des fichiers

Pour la soumission en ligne, les tailles maximales des documents qui vont transiter sur la plateforme et constituant l'offre du soumissionnaire sont les suivantes :

- 5 MO pour l'Offre Administrative ;
- 15 MO pour l'Offre Technique ;
- 5 MO pour l'Offre Financière.

Les formats acceptés sont les suivants :

- Format PDF pour les documents textuels ;
- JPEG pour les images.

Le candidat veillera à utiliser des logiciels de compression afin de réduire éventuellement la taille des fichiers à transmettre.

«APPEL D'OFFRES NATIONAL OUVERT N° 03/ DC/BIIC/BIICITB/ 2025 DU 14/03/2025 POUR LES TRAVAUX DE REHABILITATION D'UN MUSÉE A CHEFFERIE DE NSONGWA DANS LA COMMUNE DE BAMENDA 2eme DANS LE DEPARTEMENTAL DE MEZAM, REGION DU NORD OUEST»

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

12. Recevabilité des offres

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

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 Finances entrainera un rejet séance tenante de l'ouverture des plis.

13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **15/04/2025 à 11**, heures locale, dans la salle de conférence de la commune de BAMENDA II, par la Commission de Passation de Marchés de la BAMENDA II siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment de:

PENDANT LA SEANCE D'OUVERTURE DES OFFRES

- 1- Absence ou insuffisance de la caution de soumission ;
- 2- Offres non soumises en ligne

PENDANT L'EVALUATION DES OFFRES EN SOUS-COMMISSION 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 pièce du dossier administratif lors de l'ouverture des plis, un délai de quarante-huit (48) heures est accordé aux soumissionnaires concernés pour remplacer la pièce en question. Passé ce délai, la pièce ne sera plus acceptée et l'offre ne sera éliminée que lors de l'évaluation des offres 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. Capacité financière;
3. Références de l'entreprise dans les travaux similaires;
4. Qualité des ressources humaines;
5. Méthodologie d'exécution des travaux;
6. Mesures de sécurité envisagées pour l'exécution des travaux;
7. Moyens matériels de l'entreprise;
8. Attestation et rapport de visite du site;
9. Cahier des Clauses Techniques Particulières paraphé à chaque page et signé à la dernière page;
10. Cahier des Clauses Administratives Particulières paraphé à chaque page signé à la dernière page;

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

15. Attribution

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.

16. 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

18. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à service SIGAMP, Tel: **237 676244462**, ou en ligne sur la plateforme COLEPS aux adresses <http://www.marchespublics.cmet> <http://www.publiccontracts.cm>

Fait à BAMENDA II,


le 14 MARS 2025

(AUTORITE CONTRACTANTE)

Le Maire de la commune de Bamenda 2emel

Copies :

- MINMAP
- ARMP;
- Maître d'Ouvrage
- Président CPM/Bda2eme;
- Affichage.



Cherrier Peter
MAYOR

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

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction 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:

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

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

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two(2) years against any bidder found guilty of influence peddling, of conflict 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 complete

- 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:

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

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

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

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

Article 6: Qualification of bidder

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

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- (i) The production of certified balance sheets and recent turnovers;
 - (ii) Access to a line of credit or availability of other financial resources;
 - (iii) Orders acquired and contracts awarded;
 - (iv) Pending litigations;
 - (v) Availability of indispensable equipment.
- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
 - (b) The bid and the contract must be signed in a way that is binding on all members of the group;
 - (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
 - (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;

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

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

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

Document No. 1. The tender notice;

Document No. 2. The General Regulations of the invitation to tender;

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

Document No. 4. The Special Administrative Conditions;

Document No. 5. The Special Technical Conditions;

Document No. 6. The schedule of unit prices;

Document No. 7. The bill of quantities and estimates;

Document No. 8. The sub details of unit prices;

Document No. 9. Model documents of the contract:

a. The execution schedule;

b. Model of forms presenting the equipment, personnel and references;

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

g. Model of guarantee in replacement of the retention fund;

h. Model contract;

Document 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

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

- a. *Volume 1: Administrative file*

It includes:

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

b. Volume 2: Technical bid

b.1 Information on qualifications

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

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the contract

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

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

b.4 Commentaries (optional)

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

c. Volume 3: Financial bid

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

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

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

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

Article 14: Bid price

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

Article 15: Currency of bid and payment

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

15.2 Option A: The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

- a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b) The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

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

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

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

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

Article 16: Validity of bids

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.
- 16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

Article 17: Bid bond

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

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

Article 20: Form and signature of bid

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

D. SUBMISSION OF BIDS

Article 21: Original copy of bids

- 21.1 The bidder shall submit his or her bids (Original copy) online.

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". (Online)
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of Bids 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, folders 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 bids 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 do with his bid may do so in writing.

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

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

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

Article 28: Determination of compliance of bids

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

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

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

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

- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
 - (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
 - (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

Article 31: Conversion into a single currency

- 31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

- 32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
 - b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
 - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

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

Article 33: Preference granted national bidders

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

Article 34: Award

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

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

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

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

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

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

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

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

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

Article 38: Signing of the contract

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

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

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

Article 39: Final Bond

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

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

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

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

**DOCUMENT No. 3:
SPECIAL REGULATIONS OF THE INVITATION TO
TENDER (SRIT)**

Special regulations of the invitation to tender

References of the General regulations	General
1.1	Definition of works: THE REHABILITATION OF MUSEUM AT NSONGWA PALACE MUSEUM IN BAMENDA II SUBDIVISION MEZAM DIVISION OF THE NORTH WEST REGION Reference of Invitation to tender
1.2	The duration of execution is sixty (60) days
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by the 2025 council budget
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. Eliminary criteria

- **Outright elimination during the opening session of the bids**

1. Absence of the bid bond or insufficient bid bond
2. Bids not submitted online

- **Elimination during the evaluation of bids by the Adhoc committee**

3. Absence or non-conformity of an element in the administrative file;
4. Deadline for delivery higher than prescribed;
5. False declaration or falsified documents;
6. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
7. Incomplete financial file;
8. Change of quantity or unit of the Tender file in the financial bid;
9. 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.

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;
 9. Special Technical Clauses initialed in all the pages and last page signed;
 10. Special Administrative Clauses completed and initialed in all the pages and last page signed.
- 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 reasonable 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.

6.2 :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.

7.0 PRESENTATION OF THE TENDER

The bids prepared in English or French and in softcopies, shall be presented in three (03) volumes as follows:

- A) Administrative Documents
- B) Technical Documents
- Financial Documents

TO THE PROJECT OWNER

« OPEN NATIONAL INVITATION TO TENDER N°03/ONIT/B.II.C/BII.ITB/PIB/MEZAM/2025 OF 14/03/2025 FOR THE REHABILITATION OF MUSEUM AT NSONGWA PALACE MUSEUM IN BAMENDA II SUBDIVISION MEZAM DIVISION OF THE NORTH WEST REGION

<<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 month

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
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 Bamenda II Municipal treasury
A.6	A bid bond of 200 000 FCFA (Two hundred thousand FCFA), certified cheque or bank cheque 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 either during the opening session of the bids (absence of bid bond) or during the evaluation

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

B.1	General presentation of the tender files		
	-Document slotted or spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.		
	1 st 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) <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ 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 <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate 		
B.3.3	Other personnel		
	<ul style="list-style-type: none"> ➤ 02 two bricklayers with 3 years professional experience in building construction or similar works. Only(CVs signed by the candidate) ➤ 01one 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 Personnel on B 3.3 must be holders of at least CAP or VQD 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 (solveny) 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. = 10,000,000		
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		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed		

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 form 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 200 000 FCFA (two hundred thousand FCFA). 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 bond.

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.

<<TO BE OPENED ONLY DURING THE OPENING SESSION>>

ARTICLE 12: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest 15/04/2025 at 10AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

BAMENDA II Council, beyond this time no offer will be received nor accepted.

ARTICLE 13: Opening of the tenders

The opening of the folds will be carried out in the conference room of the BAMENDA II Council on 15/04/2025 as from 11 AM, by the BAMENDA II Council Tenders Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 14: 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.

Pursuant to justification by bidder, bids with unconvincing abnormally low costing will be rejected by the Project Owner as proposed by the Tenders Board.

Prior to this reject, the bidder must have been requested to produce written justification(s) and that these justifications have been appreciated to be unconvincing.

These justifications will concern amongst others

- The production of detailed pricing, its content and the coherency between the unit price, its mode of realisation and its timing.
- The purchase prices of materials
- The cost of exploitation of equipment
- The wages of technicians and labourers
- comparative advantages or favourable exceptional conditions that the bidder has for the realisation of the works
- measures relative to the condition of works

In the case where these justification(s) is or are not convincing, the Project Owner decides but before the reject, he can only decide when the Public Contracts Regulatory Agency (ARMP) must have examined the unconvincing justification(s) and given his opinion in seven (07) working days from the

date of receipt of these justifications from the project. *(The Tenders Board requests for justifications, bidder replies by writing, board examines and if not convincing, proposes reject to contracting Authority who decides after consulting ARMP)*

ARTICLE 15: COMMENCEMENT OF WORK:

Before the commencement of works, the contractor must make sure that she respects the elements of maturity of the project especially the location of the structure shown to him during the site visit.

However if for one reason or the other the initial location shown to the contractor during the site visit has to change at this phase, the following adhoc commission members will be convened to established a report of the change:

- ❖ The authorizing Officer *OR HIS REPRESENTATIVE*(chairperson)
- ❖ The Control Engineer(secretary)
- ❖ DDMINTOUR.....(Member)
- ❖ The Contractor.....(member)
- ❖ The CDO, Bamenda II(member)
- x* The DDMINMAP - - - - - (Member)
- x* The DDMINDEVEL - - - - - (Member)

**DOCUMENT No. 4: SPECIAL ADMINISTRATIVE
CONDITIONS (SAC)**

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- Article 2 - Award procedure
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- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
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Chapter II: Financial conditions

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- Article 45 - Termination of the contract (article 74 of GAC)
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Chapter I: General

Article 1: Subject of contract

11. The subject of this contract shall be THE REHABILITATION OF A BLOCK OF TWO [02] MUSEUMS IN G.S. GROUP 1 NTAMBAG IN BAMENDA II SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION

12. Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation to Tender
03/ONIT/B.II.C/BIICITB/ 2025 OF14/04/2025

N°

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor BAMENDA II Council**
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 Public Contracts regulation.
- The Contract Manager is the **DDMINTOUR** who shall represent the Project Owner in all the levels of the project notably by ensuring the respect of the administrative, technical and financial conditions and contractual deadlines
- The Contract Engineer shall be the **Divisional Delegate of STATE PROPERTY for Mezam** hereinafter referred to as the Engineer.
- The Project **Owner is the Mayor BAMENDA II Council**. He represents the beneficiary administration of the works.
- The Project Manager shall be at the same time the: **CDO for Bamenda II Council**. He ensures respect of the administrative, technical and financial conditions and contractual deadlines. He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The Service in charge of ensuring the effectiveness of the execution of works shall be the **Divisional Delegate of Public Contracts for Mezam**.
- 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 the Mayor BAMENDA II Council*
- The authority in charge of the clearance of expenditures shall be *Divisional Finance Controller for Mezam*
- The body or official in charge of payment shall be *the Municipal Treasurer BAMENDA II Council*.
- The official competent to furnish information within the context of execution of this contract shall be *the Project Owner (Mayor BAMENDA II Council)*.

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 and the other stake holders of the project:

In accordance with the provisions of article 153 paragraphs 1 and 2 of the Public contract Code(Decree No. 2018/366 OF 20 June 2018), the Contract Manager, the Contract Engineer as well as the other persons in charge of the control and follow up of the project shall perceive

indemnities as well as logistics support for the realisation of the project from that shall be fixed by a decision of the Project Owner or Project Owner.

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. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. 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;
6. Decree No. 2018/366 OF 20 June 2018, to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards, amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular *[to be indicated as applicable]* relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
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 Manger 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 guaranteed 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 _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

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

Article 13: Place and method of payment

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

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account 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.

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

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

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

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 Engineer 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. This sheet shall be based on the certification of the various tasks jointly established by the contractor and the Project Manager

21.2 Monthly detailed account

Every month of during a periodic sequence established by contractor and representative of the project owner, the contractor shall hand over to the Contract Engineer two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

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

- [100-2.2 and/or - (5.5 or 15%)] paid directly into the account of the contractor;
- 2.2 % 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 BAMENDA II 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 ($1/2000^{\text{th}}$) 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 ($1/1000^{\text{th}}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties [amount to be indicated]

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

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

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

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

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

25.1 *[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.

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

Chapter III: Execution of works

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

The works shall 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.

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

[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 reject 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.

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

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

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

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

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

[Specify 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 in collaboration with the chief of service for the contract.

42.2 Acceptance

The acceptance commission shall comprise:

- ❖ Contracting Authority or Authorizing Officer (Chairman)
- ❖ The Control Engineer..... (Secretary)
- ❖ The Contract Manager..... (member)
- ❖ The Divisional Delegate of Public Contracts for Mezam or his representative.....(Member)
- ❖ The Stores Accountant-BAMENDA II Council..... ..(Member)

❖ The Contractor or his Representative..... (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

An indemnity shall be perceived by the members as per specified in the SRT t

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 74 of the GAC)

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

- dead of the contractor
- bankruptcy of the contractor
- judicial liquidation (contractor not authorised by court to exploit her enterprise
- sub-contracting of works without the authorisation of the project owner Incompetence of the contractor duly notified by the Project owner
- Non respect of labour code rules and regulations
- fraud and corruption duly noticed

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.

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

In accordance with the provisions of article 125 of Decree No. 2018/366 OF 20 June 2018 of the Public contract Code, [Ten (10)] copies of this contract shall be produced by the Delegated Project Owner. Seven of which shall be notified to the contractor for registration.

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. 5:
Special Technical Conditions (STC)

TECHNICAL SPECIFICATIONS

GENERALITIES

This document is intended mostly to help building contractors and site supervisors to maintain reliable standards in order to ensure that the final product would be of durable quality. Also these descriptive notes are for those to execute, supervise and the contractor, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve this highly desired goal. Building materials concerned are generally what is accepted in the construction industry and only qualified technicians are required to transform these materials into structure clearly shown on the working drawings as its aesthetics is also very much dependent on the manipulation of the carefully chosen materials. The selected site has been found favorable to the envisaged structure in terms of geotechnical cross-section, atmospheric conditions, topography, sewage disposal, and automobile and pedestrian accessibility. This document has been prepared also to serve the interests of persons who would occupy the houses constructed and those financing the construction as stakeholders who must be concerned about achieving quality in the final product.

PLANNING AND SITE ORGANIZATION

Careful forethought and planning are required for sound site organization. Consideration must be given to the efficient use of available space at the site during building operations in order to ensure that all building activities move smoothly with minimal interference or delay. The proper choice of suppliers and subcontractors plays an important part in achieving desired quality and efficiency.

THE REHABILITATION PROCESS AND SUPERVISION

Reliable standards must be maintained throughout the whole rehabilitation process in order to ensure that the rehabilitated work is durable, is functionally sound and aesthetically satisfying. Simple time-tested methods that have proved effective in ensuring quality can be employed to make sure that problems do not develop later, which can be expensive and difficult to rectify. Close supervision of craftsmen and workers employed by the main contractor on the site is essential to make certain that all the elements that make up the building conform to acceptable standards of quality. The work of sub-contractors too requires planning and supervision to ensure quality is maintained in all aspects of construction, including services.

CHOOSING SUPPLIERS AND PURCHASING MATERIALS

Quality and conformity to the specifications should be the primary consideration and not the cheapest price when choosing suppliers and materials. Whenever and whatever the contractor aims to purchase, s/he should aim to buy:

- the right quality
- at the right time
- the right quantity
- from the right source
- at the right price

CONTENT OF THE STRUCTURE

- Lot 100: repair of glass works
- Lot 200: tilling/kitchen sinks
- Lot 300: demolition and reconstruction works
- Lot 400: replacement of doors and ceiling
- Lot 500: repair of electrical net work
- Lot 600: metallic works
- Lot 700: roof works
- Lot 800: supplies

The contractor in charge of this execution shall carefully study the working drawings, visit the site and bring up points not understood to the site supervisor for a clarification before making shop drawings and before setting out is carried out.

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

PRELIMINARY WORKS

Determine requirements –plant/equipment, materials, and personnel

The contractor shall double check the accuracy of the Bill of Quantities, listed the materials required at each successive stage of works then draws up a schedule of personnel required for carrying out the project to completion. He shall check the work planning 's time periods for completing each activity in sequence, taking into account holidays, inclement weather and other common factors that cause delays and determined the feasibility of completing work on schedule.

Choosing suppliers and purchasing materials

Quality and conformity to the specifications should be the primary consideration and not the cheapest price when choosing suppliers and materials. Whenever and whatever the contractor aims to purchase, s/he should aim to buy:

- the right quality
- at the right time
- the right quantity
- from the right source
- at the right price

Site Installations

The contractor shall set up temporary constructions and facilities needed to execute the works, such as:

- Offices of the Contractor equipped with tables, chairs and lock-up cupboards.
- Building site toilet facility(if it does not exist)
- Storehouse for materials
- Removal of temporary work (fences, field office, sheds, signs, etc.).

WORKS TO BE EXECUTED

Locating of services on site

The contractor shall locate on site – the following?

- Area for storage of cement, aggregate, sand, timber, steel, bricks, stones;
- Concrete mixer and concrete mixing platform;
- Lock-up store for equipment and tools with necessary racks, bins etc;
- Steel bending bench;
- Temporary toilet/s for workers (if no off site toilet is available);
- A place where a First Aid kit can be accessible to all workers on site;
- A site office with racks for documents and basic furniture;

REPAIR /REPLACEMENT OF ALLUMINIUM GLASS WINDOWS

The contractor is expected to remove all the wooden and damaged windows and replace with alluminium translucent glass windows 4mm thick

- TILLING/KITCHEN SINK CONSTRUCTION

- Crack the entire dilapidated floor of the health center and replace with ceramic tiles of 40x40cm
- Mixed cement mortar of 150kg/m³ then fix the tiles on concreted floor with cement cole.

Mass Concrete

The ground floors and outdoor pavements of this building will be of mass concrete of dosage 300kg/m³ and following the rules and regulations of pavements and done independently and with finishes as required by design.

Reinforced concrete for storage tank

Reinforced concrete is concrete in which reinforcement bars ("rebars"), reinforcement grids, plates or fibers have been incorporated to strengthen the concrete in tension. Concrete is strong in compression, but weak in tension, thus adding reinforcement increases the strength in tension. In addition, the failure strain of concrete in tension is so low that the reinforcement has to hold the cracked sections together. For a strong, ductile and durable construction the reinforcement shall have the following properties:

- High strength
- High tensile strain
- Good bond to the concrete
- Thermal compatibility
- Durability in the concrete environment

In most cases reinforced concrete uses steel rebars that have been inserted to add strength.

The skeleton (framework) of this building constitutes 380kg/m³ R.C for beams and pillars, which must be cast in-situ designed according to the rules of CP 110 and batching done according to trial batches or Dreux method, by weight and or volume, closely supervised by the supervisor in charge. Mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. A percentage loss due to waste, mixing and settlement has been envisaged in the quantities which is 32%. Load evaluation has been limited to dead, live and service loads of the building external horizontal and vertical charges due to wind; rain etc have not been considered which is due to the negligible atmospheric conditions of the area.

The floors have a thick mass concrete of 300kg/m³ mix APC and will be laid on 8cm layer of hardcore spread on the bearing surface area.

The aggregates will be of class 15/25 and free from organic impurities and any substance that may adversely affect the strength and workability of the concrete. Cast concrete shall be cured as required to achieve its maximum strength.

Reception for Reinforcements

Before concrete is cast, the Contractor must inform the supervisor that work has been completed in the assembling of reinforcements so that they can be approved. The Project engineer shall indicate the term "Good for concreting" on the building site log, after reception, thereby authorizing the Contractor to proceed.

Formwork

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

- a) If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly joined.
- b) If the ordinary form is made with fiberboard or plywood, the sides must be properly joined and be of the same level. The tolerated space between joints should be same as those between sawn timbers.
- c) Formwork for Reservations or recesses: Recesses intended for masonry fittings or other uses should be made using appropriate forms. Such forms should be put together in such a way that its parts can be removed with ease.

Pre-casting Preparations

- a) Cleanness

The form must be free from hydrocarbon products such as grease, etc or by rust. The stains must be thoroughly cleaned up, if need be.

b) **Cleaning**

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

c) **Watering**

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

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

d) **Coating with oil**

The following shall be oiled before concreting:

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

Maintenance

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

Safety of Workers and Others

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

CONSTITUENT MATERIALS OF CONCRETE

• **Crushed Aggregate**

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

Crushed 0/5 gravel (river sand)

Crushed 5/15 fine gravel

Crushed 15/25 coarse gravel

Natural or crushed sand 0/5 (the quantity retained on a 5 mm sieve must be less than 10 %.

Crushed aggregate to the site shall be subject to prior approval of the supervisor. The latter must approve the origin of the aggregate. The aggregate should come from rivers, quarries or crushed stable rocks, free of foreign bodies, organic material, dust, mud and clay, whether it sticks to grit or not.

With respect to particle distribution, the following shall apply:

• **Sand (Fine Aggregate)**

Sand shall have the characteristics specified in the tables of approved tests. Sand must be fine, clean, hard, and sharp and must not stick to the hand. It must be free of any soil or limestone, wastes, debris and wood.

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

- For mortar 0/2 mm
- For reinforced concrete 0/5 mm
- For non-reinforced concrete 10/5 mm

Cleanness: The sand must have sand equivalent (SE) higher than 75.

• **Cement**

Cement shall be true Portland of standard brand and manufacture, i.e. CPA 45 or CPJ 35 type or equivalent.

The cement used should be artificial Portland cement 215.325 P.15.302 Standard. It should be supplied to the building site in six ply paper bags. Any humid cement shall be rejected and immediately removed from the building site.

The Contractor must inform the supervisor that he has received his supplies. Random samples could be taken from each lot and tested in an approved laboratory using the AFNOR P.15.301 Standard, at the contractor's expense.

The lots that do not meet the standards must be removed from the stock and taken away from the building site.

The bags must be in good shape, at the time they reach the site, and should be stored in a covered and completely dry place, and on a raised plank surface that is at least 10 cm above the ground.

• Reinforcements

All reinforcements or meshes must comply with BAEL 91 specifications. Iron rods must have French AFNOR 35.001 standard characteristics or similar. All reinforcements used in the construction project must be of the Fe E240 grade for smooth bars and the Fe E400 grade for high bond rods. The rods must be cut with shears.

The rod should be bent cold, either manually or mechanically. Hot bending may be allowed for high adhesive rods of a diameter equal to or larger than 32 mm, on condition that a control apparatus is used to avoid overheating, and on the approval of the Project Manager's representative.

The diameter of the tube benders used for bending must comply with BAEL 91 rules and approval records. Anchor tabs shall be normal 45-degree elbows at right angle or double knee anchoring. The metal used shall be clean and free from calamine. Bars with defects such as blisters, cracks or hairlines that can affect tensile strength shall be rejected.

Concrete reinforcements shall be assembled to the exact dimensions indicated in the drawings provided by the consulting firm or the Contractor.

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

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

The concrete shims should have wires to be used in tying them to the reinforcements. There should be enough shims and mounting bars to prevent the reinforcements from being deformed during handling and concreting.

If there are any doubts as to the quality of the iron rods supplied to the project site, the supervisor or his representative could, ask for tensile strength tests on the samples taken from the batch. Such tests would be done at the contractor's expense. The tests should be carried out by an approved body.

For floor beam frames, all measures should be taken to keep the bars raised and properly positioned around the supports. Enough vertical stirrup rods should be used to prevent any deformation. All overlaps should comply with BAEL 91 prescriptions.

Frames with traces of non-adhesive rust should be thoroughly brushed off before being placed in the forms. The reinforcements, whether assembled or not, should be stored on boards and not on bare ground.

The iron rods used must be supplied by a reputable and approved manufacturer with guaranteed and stamped production quality. The 6 mm diameter iron rods could be used for circles with diameters of 200: Ø.

The iron rods supplied must be at least 11.5 m long

• Placing concrete

The concrete should be placed before its initial setting time, and never after it has contained its water content for more than thirty minutes; storing it in containers for subsequent use after adding water is strictly prohibited. All concrete should always be thoroughly vibrated using mechanical vibrators.

All reinforcing rods should be placed in such a way that concrete can be poured from the top of the structure in question. The Contractor shall take all measures to trim and position the reinforcements to prevent them from being displaced during concreting. He should also add braces (sleeves, tubes, pipes, angle blocks, pre-frames, etc) to keep the structures set up. Concrete should be transported from the place where it is made to the place of use with concrete buckets, wheelbarrows or head pans.

Before concreting construction joints, the old concrete must be thoroughly cleaned of any rubble using compressed air, and repeated to reveal gravel and eliminate deposits of dirt; this surface should then be washed and scrubbed with an iron brush and thoroughly soaked.

If necessary, admixtures for construction joints can be used, but these must comply with producers' instructions. Concreting of construction joints should not be done on the visible parts of structures. The formwork should be removed only after the concrete has acquired enough strength.

- **Masonry work**

The demolished partition walls inside the laboratory shall be erected in cement hollow blocks of 15x20x40cm.

The locally produced blocks must be laid using cement mortar as specified.

- **Plastering**

Two coats of plaster of 2cm thick and two coats of (stucco) rendering 2.5cm thick shall be applied on the walls respectively in cement mortar of 400kg/m³ mix.

- **Carpentry and Joinery**

Timber will be gotten locally, well-seasoned and shall be free from shakes, defects, insects attack and dry rods. All doorframes are of hardwood panel timber.

Timber is sensitive to changes in temperature and moisture, therefore requiring special attention in Cameroon. Timber is also subject to deterioration by wood-destroying fungi, insect attack, weathering, mechanical wear as well as chemical action. It is therefore prudent to take measures to retard the deterioration of timber as far as possible. In view of the questionable quality of available timber, it is vital that some form of preservative be used prior to using the timber in a building.

Types of preservatives that are used

There are three basic types: Insecticide, fungicide, and a combination of the two.

- T. O. (Tar oils) of which the best known is creosote
- O. S. (Organic Solvent), with dissolved chemicals
- W. B. (Water Borne), which consists of salts dissolved in water, giving it a toxic solution free of deposit.

Organic solvent types are very effective for the treatment of decay and insect attack, having good penetrating properties. Water borne types are often used for pressure treatment of timber and this type can be used internally and externally, although some tend to leach away when soaked with water.

OPENINGS

Metallic and wooden doors

All the doors and windows at sensitive areas shall be of high metal and wood quality properly finished respecting the dimensions on the working drawings. They shall be received on site by the supervisor before fitting is carried out.

The strength, type and method of mounting the various types of iron fixtures must be compatible with the use. They are intended for and be adapted to the location in which they will be mounted. The contractor should, where necessary, modify the types of locks if he deems that those proposed in the contract documents are not suitable or adapted to the use for which they are intended. However, this will not give rise to any price increase. All iron pieces, whether chrome-coated or aluminium-coated, must be protected with a peel-off film or any other equivalent material. All iron pieces, iron fittings and accessories of iron must receive a thin coating of red lead on all surfaces or be protected by chromium

plating, depending on specifications. Mobile parts of iron fittings must be greased or oiled where necessary before being mounted. Doors made of iron must be double paneled.

The mobile elements of these fittings must be verified and repaired at the contractor's expense before reception. In the case where the make, quality dimensions and types of metals used for the iron fittings mentioned in the contract documents were not specifically defined, the contractor shall make proposals to the contracting authority for approval. These locks and fitting should be of the highest quality.

Windows

The would be metal and

PAINTING

Procedure

- Thoroughly clean the surface to be painted before applying paint;
- Mix the recommended proportions of paint and water (As specified by the manufacturer) for water-based paints such as emulsion and cement paint;
- Mix the recommended proportions of paint for thinner (As specified by the manufacturer) for oil-based Enamel paints;
- Ensure that manufacturer's instructions are followed when applying overcoats on undercoats;
- Ensure that good quality brushes have been used for applying paint;
- Ensure the stability of working platform for painters;
- Ensure that all paint drippings are cleaned off while the paint is fresh

GENERAL GUIDELINES FOR PAINTING

Preliminaries: Working environment, working gear and protection of surroundings make sure there is plenty of air circulation while painting – good ventilation is important to prevent respiratory problems. Make sure that the area around the proposed work area for painting is clear of debris or furniture. Depending on the job to be done, wear goggles, face mask, old clothes or disposable overalls, a cap or hat for ceiling work and suitable gloves. Use masking tape, polythene dustsheets or newspaper to cover woodwork and window panes when painting walls. Place cover sheets, which do not slip, over the floor areas that are likely to be spotted by dripping paint. If paint in advertently falls on the floor, ensure that drippings are quickly cleaned off while the paint is yet fresh.

Preparation of surfaces to be painted

Iron and steel surfaces: Remove all rust using emery cloth, wire wool or wire brush according to the extent of rust that is observed. Fill any holes with suitable filler and apply primer soon after.

Plastered wall surfaces: make sure that the wall surface is quite dry before painting begins. If damp patches are observed – establish the cause/s and rectify the problems first before painting begins. Failure to do so will allow damp patches to recur causing new paint to flake off. A possible common cause is leaking water pipes embedded in walls. When the causes of dampness are rectified and the wall surface is well dried, prime it with a damp seal to prevent watermarks from showing through. When previously painted walls are to be repainted, the surfaces have to be washed down with soapy water or mild detergent using a large sponge or lint-free cloth. Rinse thoroughly but do not soak the sponge/cloth. Ensure that streaky stains are not permitted to remain on the surface. Be careful to protect electrical fixtures from water. If a chalky coating is seen to come off the wall surface when it is washed, stabilize the surface before painting is done otherwise the new paint will not stick. To stabilize the surface, properly seal the surface with two coats of a suitable stabilizing solution recommended for porous surfaces. Surfaces for painting should be smooth for the paintwork to be successful. If there are some small, superficial cracks on an otherwise sound wall, use a fine surface preparatory filler.

Where there are small holes and cracks in the plaster, first rake out loose bits, to help the filler stick. Then fill with interior filler, pressing it in with a flexible filling knife. Leave the filling slightly above the wall surface. Let it dry and sand it with sandpaper wrapped around a wooden block. For larger holes, use deep-repair filler, or plaster filler, knocking off loose plaster first. For larger cracks, work in several layers, letting each dry before the next is laid.

N.B. Avoid painting on rainy days when there is high humidity. The best is to paint on hot, dry days. Never paint over damp or dirty surfaces. Do not use varnish on surfaces of woodwork that are

expose to the sun as varnish soon burns and fades in sunlight. Always use good quality paints and brushes to obtain a quality finish. Choosing a painting tool: The use of brush or roller for painting is optional for water based paints. A good roller will usually cut the time it takes to paint a room, giving it a more finished result with less effort than a brush. The use of a roller to paint is a recommended alternative. A roller tray (metallic preferred to plastic) is needed for use with a roller, also a roller pole that can be extended for painting ceilings. Brushes of smaller sizes are needed for painting recessed surfaces and rebates that cannot be painted easily with a roller. Never use rollers for oil-based paints.

The contractor must carefully examine the surface to be painted before work starts. The external wall surfaces shall be done in advancing hues while the internal surfaces shall be done in receding hues. Color pigments and lighting systems and their intensities shall enhance the value and intensity of colors. The first or primary coat shall be done in weak glue (white wash) and should be applied to receive the final or finishing coat. Metallic surfaces should be carefully brushed or washed clean before applying paint.

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

ROOF COVERING

All the timber for the roof trusses shall be eucalyptus or any hardwood obtained locally, well-seasoned and shall be of straight grains, without defects and treated against insect attack with carbonyl most of the roof trusses shall be triangular. The rafters shall be of 2"x6" (3x12cm) and the purlins 2"x4" (4x8cm.) Oblique, horizontal and vertical wind braces shall be done to secure the truss from possible up heave due to wind pressures. The roof shall be tied to the building by diameter 6mm extended reinforcement bars. The roof slope, fall direction etc. is chosen in accordance with the manufacturers (AUBAC) specification, atmospheric conditions aesthetic and longevity. The sheathing shall be semi-circular corrugated three (3) m long aluminum sheets of 0.35, from SCATRAL or AUBAC Douala. It shall be screwed or nailed to the purlins by carefully chosen qualified and skilled technicians under the close supervision of the architect. The fascia boards shall be of metal sheets with a finish hue to be determined by the architect in close collaboration with the client.

CEILINGS

Scope of section

This section deals with:

- The quality of materials used for ceiling-boards;
- The normal conditions for putting ceiling-boards.

Work shall comprise:

- Ceilings of plywood;
- Joining the ceilings to the walls, caulking, sloping, friezes, etc
- Other relevant works.

The contractor's work

In addition to supplying and fitting the various types of ceiling panels, the contractor shall:

- Provide all shop drawings for the equipment and the details needed to manufacture them, in conjunction with other trades;
- The mechanisms needed to mount and fix them, using methods approved by the Project Manager;
- Holes, masonry anchors where these shall be needed to fix the equipment into the masonry;
- Profiles to seal off the edges of the ceiling where necessary;
- Reinforcement of frames that should hold lighting fixtures and their cables where need be;
- Special panels and plates for the embedding of lighting fixtures or light hangers;
- Cut-outs for pipes and other works passing through the ceiling;
- Repairs following work done by other trades, so that the work should have a net "finish" and be clean.

SPECIAL PRESCRIPTIONS

Plywood Ceilings

Plywood ceiling should have angle bars of 25x25x3, which will be joined and attached to the frame by adjustable screw-spindle hangers. Marine plywood should be placed on this structure.

Tolerances

Because of aesthetic requirements, acceptable tolerances shall be as follows:

- The flatness of the surface will be such that a 2 m ruler placed in all directions does not have a flitch or dent showing a deflection or counter deflection above 1 mm;
- Under the same conditions, a 5 m tight cord must not have a deflection, counter deflection or slope above 3 mm;
- For facing boards, the above-mentioned tolerances should be 2 mm for the 2 m rule and 3 mm for a 15 m cord;
- In all cases, the joints of the elements will be aligned in such a way that no defects should be visible to the naked eye.

State of Finishing

The contractor must deliver his structures in a perfect state of finish. To this end, he must carry out all repair work on surfaces, including replacement of defective parts and repairs on areas damaged as a result of work done by other contractors.

ELECTRICITY

The electrical network will be verified for fault and corrected with instruction from the contract engineer. All damaged sockets and switches will be replaced. All electrical works shall be carried out by adequately skilled and licensed supervisors and trained technicians. Primary attention shall be given to safety of the installation and conformity to prevailing regulations. Particular attention shall be given to the neatness in the appearance of the installation which is to be achieved by judicious planning of runs and cables, the locations of light fittings, fans, switches, socket outlets etc. and making good any surfaces, framework or other elements in the building in the process of execution of electrical installation.

Inspections & tests

The contractor shall arrange with relevant statutory authorities and a qualified Electrical Engineer to carry out inspections and tests and obtain required certification of approval for the electrical installation;

The following tests shall be carried out:

- Insulation Resistance Test,
- Earth Continuity test,
- Earth Resistance test,
- Polarity Test;
- Working Test;

During the final commissioning of the plant suitably qualified stand-by staff shall be provided from all trades so that all related services are available during commissioning.

CIRCUIT PLAN

The circuit plan shall have branch circuits that serve easily defined areas or purposes. Each branch circuit should not be overloaded. Some heavy voltage appliances may need dedicated circuits for themselves.

PROTECTION OF CABLES

- Cables shall be encased in conduits (PVC or metal) and shall be surface mounted or embedded in walls and floor slabs and shall be mechanically continuous and watertight so that cables are fully protected. No conduit smaller than 3/4" (19mm) shall be used;
- Cables buried in concrete shall have at least 1 3/8" (35mm) depth of cover over its entire length;
- Conduits buried in plaster shall have at least 3/16" (5mm) depth of cover throughout its entire length;
- Below ground cables have to be laid at depths designated by the local authority and excavations for buried cables should be identified with marker tapes at require depths;

INSTALLATION OF CONDUITS AND CABLES where necessary

- The conduits shall be fitted and completed before any cables are drawn in. Surface mounted conduits shall be securely fitted to wall and ceiling surfaces;
- No conduit smaller than 3/4" (20mm) in diameter shall be used as per standard regulations;
- Conduits in floor slabs or columns shall be inspected and approved before pouring of concrete or otherwise covering up.
- All cables and conductors used as fixed wiring shall be supported so that they are not exposed to undue stress.
- Unbroken runs of conductors shall be used. Joints shall not be permitted in wiring between power control sources (Control switch or main switch) and any outlet point, light fixture, fan, etc.
- Diagonal runs of power cables shall not be permitted. All branches shall be taken at right angles. Cables shall be kept clear of hot water or steam pipes etc.
- During construction, where conduit is buried in the carcass of a building or in the ground, all open ends shall be temporarily plugged to prevent ingress of foreign matter, moisture or water.

INSTALLATION OF ACCESSORIES

- All switches, bell pushes and fan regulators shall be fitted at a minimum height of 4' - 0" (1200mm) above finished floor level, unless otherwise specified in the design (Provision for disabled persons to access switches etc. would require height adjustments);
- Switches for toilets and bathrooms shall be installed outside the room and immediately adjacent to the normal access door of the room, or a switch can be of a type operated by an insulated chord.
- All socket outlets except in a toilet, or kitchen shall be mounted at a minimum height of 6" (150mm) above finished floor level. Socket outlets in kitchens shall be mounted at a minimum height of 6" (150mm) above kitchen counter level unless otherwise specified;
- All socket outlets shall be of the shuttered type;
- All ceiling fans shall be fitted at a height where an average person with raised hands will not be able to touch the blades of the fan;
- All lamps with metal parts shall be earthed;
- All cables should be PVC/PVC/Cu except earth wire which could be PVC/Cu;
- Cable description: PVC/PVC = PVC sheathed cables with copper conductor PVC/Cu = PVC insulated copper conductor. E.g. Earth cables;
- Lamps with fan circuits and 5 Amp socket outlets shall be with 1/1.13 cables and 7/0 67;

SIMPLIFIED ENVIRONMENT CLAUSES

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

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

These measurements include:

- A reduction in the raising of dust particles at the work site in order to protect the health of the beneficiary population and site workers, by regular watering of the site, or the adoption of an appropriate calendar;
- A Reduction in sound (noise) effects due to the movements of the equipment and machines within the construction site;
- Non obstruction of the existing rivers by works, or the deposit of waste in the river channel

- Putting in place a management plan for oils, fuel, lubricants and other dangerous products. This plan will have to include the recuperation of the above mentioned products and their transfer to specialized companies for treatment;
- Automatic stop of works in the event of discovering of an archaeological or historical artefact, then report immediately to the services of the Ministry of Culture;
- Prohibition to transport or drive out game, hunting and non-timber forest products by the personnel of the building site;
- Put at the disposal of the working site adequate equipment for potable water and domestic use water;
- Priority recruitment for local labor, as well as the use of local materials;
- Putting of warning Signs (sign boards) at building site during and after work; putting speed limits warning signs as well in order to protect the safety and health of the resident population and of site workers;
- The wearing of appropriate equipment & attire (e.g. work clothes) by site workers.
- Restoring (*putting back to its original nature*) gradually installations at building site at the end of works;
- Organizing information and sensitizing campaigns for site workers and the beneficiary populations, on medical risks, risks of accidents, and on the impacts of poaching.

Starting of works and sensitization of stakeholders

Before the effective start of works, the company or enterprise must prepare an environmental action plan specifying the whole of environmental measures to be implemented, as well as rules of procedures mentioning in a specific way the safety requirements and in particular the wearing of appropriate equipment (work clothes) and speed limit warning signs. Furthermore, these internal rules and regulations will have to prescribe the prohibition of alcohol consumption during working hours, to transport or hunt game, to abusively use wood for fuel, as well as the sensitization of the personnel on the dangers of the STI/SIDA, the respect of the customs and habits of the populations of the area. These rules must be pasted within the company.

On the other hand, an information and sensitization campaign of the personnel and residents will have thus to be organized beforehand and their attention will have to be drawn to all these aspects, including the calendar of execution, the employment opportunities. In particular, these stakeholders should be informed on the reasons for the choice of the site for the localization of the micro-project as well as the environmental action plan. This sensitization campaign will have to be re-lunched during the execution of the work.

SETTING UP OF THE BUILDING SITE

Localization

The importance of setting up a site is determined by the volume and the nature of work to be realized, the number of workmen or laborers, the number and the type of machines. The plan of setting up a building site will have to take into account management and protection measures.

In this regard, the selected site must be at a distance from at least:

- 50 m off the road;
- 100m off a lake or river;
- 100m off habitation (dwelling);

The site will have to be selected in order to limit clearing, the pulling up of shrubs or bushes and the demolition of the trees. The valuable trees will be preserved and protected.

The site must be selected away from sensitive zones particularly the marshy zones, the wetlands, sacred zones and the hillsides. Lastly, the site should envisage an adequate Water drainage on the whole of its surface

Equipment

The office and housing area in the working site for the personnel must be equipped with sanitary facilities (latrines, septic tanks, absorbing wells, wash-hand basins and showers) according to the number of the work force. The water tanks (reservoir) will have to be installed and the quantity of water must be adequate with the needs. Adequate drainage must protect the installations.

Management of solid waste and liquids

Receptacles (*containers*) to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and the waste deposited in a garbage can for recuperation by the Council or in a dumping pit. This pit must be located at least 100m from the installations and in case of a river at least 150m away. At the end of work the pit is to be filled (restored) with soil up to the level of the original soil.

The pads (apartment) for servicing and washing of the machines will have to be concreted and equipped with a sump - *container into which a liquid that is not needed can flow* for recuperation of oils and greases. Worn oils or drainage oil are to be stored in barrels and kept in a secured place while waiting to be moved to a specialized centres for treatment. It is the same process for oil filters, batteries and other toxic waste.

Recruitment of the site workers, health and safety

The contractor is expected to make use of in the most possible way local labour in the area or zone where work is to be realized or executed. Failing to find the qualified personnel on the spot, he is authorized to recruit labour in the wider working area.

Apart from the training and information for the personnel on the aspects mentioned above (point 1), the contractor must provide his workmen with the necessary safety and adequate equipment, according to the duty post - anti-dust to prevent dust particles, anti-noise helmet, safety shoes, boots, glove, glasses etc.

During the works, mobile and fixed signs or notice will be put in place in order to ensure the safety of the staff and resident population. The company or enterprise will carry out routine watering of the site in order to limit dust particles. He will also take care of the speed limits of the various vehicles and machines (less than 40 Km/h). In the same way, he will have to take care that all the temporary deviations are identified in collaboration with the resident population, and the deviations do not affect the sensitive zones.

Opening up and exploitation of quarries and borrowed zones

a) Opening up and exploitation:

The quarries exploited on the public lands are subjected to authorization.

The quarries exploited on private lands are subjected to declaration.

The contractor will have to ask the authorizations envisaged by the texts and for payments in force and will take responsibility for all his related expenses, including the expenses for an eventual compensation of the owner or proprietor.

The contractor will have to present a programme (Plan) for exploitation of the quarry according to the volume to be extracted for works and the reserves.

If the exploitation of the quarry requires noise (*sound, blast*), the residents should consult the exploitation schedules, and the generated noise will not have to exceed 90 decibels at the level of the residents.

The spot for quarry deposits will have to be selected so as not to obstruct the run-off water and will have to be protected from erosion. The contractor will have to obtain controller's approval for the quarry deposits spot.

HEALTH AND SAFETY

Health and safety are factors that must be pursued with as much vigour as other management objectives. Ensuring the well-being and safety of all workers or visitors at construction sites will improve performance; minimize accidents and illness which in turn will reduce disruption of work as well as consequent expenses.

The physical well being and safety of workers on site as well as safety of visitors to the site should be of primary concern to the contractor and implementation of a project. An accident prevention programme should be established to minimize the number of accidents that can happen on a building site. All workers should be briefed on safety standards and measures to be taken to handle accidents. 'Good

housekeeping' on a construction site is very important if accidents are to be avoided. Good housekeeping on a construction site includes the following:

1. Keeping the site tidy;
2. Quickly clearing away debris that can be hazardous to persons moving around the site;
3. Removing nails from used timbers;
4. Making sure that nails, broken glass and other harmful objects are not left lying around;
5. Making sure that each worker is personally responsible to clean-up as well as make good whenever needed after an item of work is completed.
6. Making sure that live power lines with unprotected joints and exposed wires are not allowed to be used or left exposed in a way that may cause harm to persons
7. Making sure that materials are stacked in a manner that would not cause harm to persons
8. Making sure that any live flames are not left untended if they are used at all for a purpose
9. Making sure that pits or excavations are clearly identified and protected so as not to cause injury to people by using marking tape, danger signs or red flags as appropriate
10. Making sure that plastic or polythene sheets are not used as temporary floor covering in locations especially where ladders are used because such coverings are too slippery and dangerous
11. Making sure edges of covering material on the floor are well tucked in so as not to cause persons to trip
12. Making sure that floor surfaces on which water has spilled are quickly mopped and made sufficiently dry to prevent injury due to persons slipping.
13. Making sure that animals and children are kept out of working areas and all materials and tools and paint are kept out of their reach
14. Making sure that workers at the building site tie back long hair or tuck their hair into a hat
15. Making sure when painting to keep the room well ventilated and not allow eating or smoking while painting or using equipment
16. Making sure that the right tools and equipment are used for the job at hand; never just improvising with whatever is on hand that is not suited to the work
17. Making sure that all workers who may have paint splashed on their skin, use only proprietary cleaners to remove it, never solvents or other chemicals
18. Making sure that rubbish is disposed of carefully, never throwing chemicals down drains, but follow pack instructions
19. Making sure those flammable items – gloss paint, undercoat, primer and white spirit – are stored well away from any source of ignition
20. Making sure that suitable measures are taken to ensure that the base of any ladder in use does not slip
21. Making sure that raised working platforms are stable and of adequate size and can hold the weight of persons and materials on them.

Other protective and preventive measures are:

- Make sure that protective gear and equipment are used – such as gloves, eye shields for welders, safety helmets, safety belts, face masks etc.
- Make certain that workers at site are given clear and specific instructions on proper posture when lifting heavy items and methods of moving and handling materials.

Document No. 6:
Schedule of unit prices

**UNIT PRICE SCHEDULE FOR THE REHABILITATION OF MUSEUM AT NSONGWA PALACE
MUSEUM IN BAMENDA II SUBDIVISION MEZAM DIVISION OF THE NORTH WEST REGION.**

ITEM	DISCRIPTION OF WORKS	U	QTY	UP IN FIGURE	UP IN WORD
100: PRIMARY WORKS					
101	Site Installation	ff	1.00		
102	Studies (execution, planning report of execution)	ff	1.00		
103	Clearing of the site	m ²	140.00		
SUB TOTAL 100					
200 -FLOOR					
201	Concrete floor (8cm thick closed at 300 kg /m ³)	m ³	10.09		
SUB TOTAL 200					
LOT 300 - PLASTERING AND FLOORING					
301	Rendering with cement mortar dosed at 500kg / m ³ and 400kgs /m ³ for spatadash and final coat respectively	m ²	321.35		
302	Replace reinforced concrete for pillars, dosed at 350kg /m ³	m ³	2.30		
303	Floor finished in cement screed of 4cm (dosed at 400kg/ m ³) and cement paste	m ²	122.98		
SUB TOTAL 300					
LOT 400 - REPLACE ROOF COMPLETELY					
401	Assembled wooden Rafters	U	6.00		
402	Purlins 5cm x 8cm fixed to rafter to receive roofing sheets	m ³	0.30		
403	Ceiling boards of 4cm thick plywood	m ²	122.98		
405	Ceiling at eaves with smooth zinc(tolelisse)	m ²	45.30		
406	Roofing sheets 6m long TOLE BAC 5/10é	m ²	137.60		
407	Facial board (tolebac 5/ 10mm of 30cm height) including lining	lm	30.40		
408	Angle sheets	lm	14.00		
409	Aluminium ridge cap 50cm large	lm	10.00		
410	ventilation of roof (pre - fabricated) at the eaves	U	2.00		
SUB TOTAL 400					
600 -METAL WORK AND JOINERY					
501	Metal door 97x220 fitted with solid locks for the Museum	U	2.00		
502	Aluminium windows of 210 x110 including internal protcetor for museum	U	4.00		
SUB TOTAL 500					
LOT 600 - ELECTRICITY					

601	Conduit pipes	roll	1.00		
602	Cables V.G.V 1,5mm ² for lighting	roll	1.00		
603	Cables T.H 2,5mm ² for power sockets	roll	2.00		
604	Fluorescent lamps (1,2m) complete	U	8.00		
605	two way one gang switches	U	2.00		
606	Two way two gang switches	U	2.00		
607	Three pin English power sockets	U	8.00		
608	complete earthing of the structure (6mm copper cable, earth rod 1,5m etc)+Fuse box and provision to external net work	ff	1.00		
SUB TOTAL 600					
700 - PAINTING					
701	priming coat in ordinary paint (National paint)	m ²	224.43		
702	two coat of water based paint (pantex800) on internal walls	m ²	145.60		
702	two coat of water based paint (pantex800) on the ceiling	m ²	122.98		
703	Two coats of water resistance paint (paint x1300) on external walls	m ²	78.84		
704	Oil paints on metallic doors, protectors and skirting (coffee brownm 20cm from floor level internally and externally)	m ²	44.67		
SUB TOTAL 700					
LOT 800 - DRAINAGE					
801	Rain water (run-off) gutters 30x40cm with off shuts of 1,5m	lm	65.20		
802	Concreting of external veranda (dosed at 300kg/m ³)	m ²	45.30		
803	concrete slabs and /or stairs on gutter at entrances of the museum (1,2mwide)	U	2.00		
804	concrete ramps (2m wide) of reinforced concrete dosed at 350kg / m ³	U	1.00		
SUB TOTAL 800					

Document No. 7:
Bill of quantities and estimates

**BILL OF QUANTITIES AND ESTIMATES FOR THE REHABILITATION OF MUSEUM AT
NSONGWA PALACE MUSEUM IN BAMENDA II SUBDIVISION MEZAM DIVISION OF THE
NORTH WEST REGION.**

ITEM	DISCRIPTION OF WORKS	U	QTY	UP	TOTAL AMOUNT
100: PRIMARY WORKS					
101	Site Installation	ff	1.00		
102	Studies (execution, planning report of execution)	ff	1.00		
103	Clearing of the site	m ²	140.00		
SUB TOTAL 100					
200 -FLOOR					
201	Concrete floor (8cm thick closed at 300 kg /m ³)	m ³	10.09		
SUB TOTAL 200					
LOT 300 - PLASTERING AND FLOORING					
301	Rendering with cement mortar dosed at 500kg / m ³ and 400kgs /m ³ for spatadash and final coat respectively	m ²	321.35		
302	Replace reinforced concrete for pillars, dosed at 350kg /m ³	m ³	2.30		
303	Floor finished in cement screed of 4cm (dosed at 400kg/ m ³) and cement paste	m ²	122.98		
SUB TOTAL 300					
LOT 400 - REPLACE ROOF COMPLETELY					
401	Assembled wooden Rafters	U	6.00		
402	Purlins 5cm x 8cm fixed to rafter to receive roofing sheets	m ³	0.30		
403	Ceiling boards of 4cm thick plywood	m ²	122.98		
405	Ceiling at eaves with smooth zinc(tolelisse)	m ²	45.30		
406	Roofing sheets 6m long TOLE BAC 5/10é	m ²	137.60		
407	Facial board (tolebac 5/ 10mm of 30cm height) including lining	Ml	30.40		
408	Angle sheets	lm	14.00		
409	Aluminium ridge cap 50cm large	lm	10.00		
410	ventilation of roof (pre - fabricated) at the eaves	U	2.00		
SUB TOTAL 400					
600 -METAL WORK AND JOINERY					
501	Metal door 97x220 fitted with solid locks for the Museum	U	2.00		
502	Aluminium windows of 210 x110 including internal protcetor for museum	U	4.00		
SUB TOTAL 500					
LOT 600 - ELECTRICITY					

601	Conduit pipes	roll	1.00		
602	Cables V.G.V 1,5mm2 for lighting	roll	1.00		
603	Cables T.H 2,5mm2 for power sockets	roll	2.00		
604	Fluorescent lamps (1,2m) complete	U	8.00		
605	two way one gang switches	U	2.00		
606	Two way two gang switches	U	2.00		
607	Three pin English power sockets	U	8.00		
608	complete earthing of the structure (6mm copper cable, earth rod 1,5m etc)+Fuse box and provision to external net work	ff	1.00		
SUB TOTAL 600					
700 - PAINTING					
701	priming coat in ordinary paint (National paint)	m ²	224.43		
702	two coat of water based paint (pantex800) on internal walls	m ²	145.60		
702	two coat of water based paint (pantex800) on the ceiling	m ²	122.98		
703	Two coats of water resistance paint (paint x1300) on external walls	m ²	78.84		
704	Oil paints on metallic doors, protectors and skirting (coffee brownm 20cm from floor level internally and externally)	m ²	44.67		
SUB TOTAL 700					
LOT 800 - DRAINAGE					
801	Rain water (run-off) gutters 30x40cm with off shuts of 1,5m	lm	65.20		
802	Concreting of external veranda (dosed at 300kg/m3)	m ²	45.30		
803	concrete slabs and /or stairs on gutter at entrances of the museum (1,2mwide)	U	2.00		
804	concrete ramps (2m wide) of reinforced concrete dosed at 350kg / m3	U	1.00		
SUB TOTAL 800					
			Total without TAXES		
			VAT 19.25%		
			AIR 2.2% or 5.5%		
			Total including TTC		
			NET TO BE PAID		

This estimate is closed at the sum of (TTC):

Document No. 8:
Schedule of sub-detail of prices