

REPUBLIQUE DU CAMEROUN
PAIX-TRAVAIL-PATRIE

.....
MINISTERE
DE LA DECENTRALIZATION ET
LE DEVELOPMENT LOCALE

.....
REGION DU NORD OUEST
DEPARTEMENT DE MEZAM

.....
COMMUNE DE TUBAH



REPUBLIC OF CAMEROON
PEACE-WORK-FATHERLAND

.....
MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

.....
NORTH WEST REGION
MEZAM DIVISION

.....
TUBAH COUNCIL

TUBAH COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

**N° 09/ONIT/TC/TCITB/2025 OF 26/03/2025 FOR THE
CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET,
TUBAH COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH
WEST REGION THROUGH EMERGENCY PROCEDURE .**

RE-LAUNCH

PROJECT OWNERS: THE MAYOR, TUBAH COUNCIL.

FINANCING: MINDDEVEL PUBLIC INVESTMENT BUDGET (PIB) - 2025

BUDGET HEADS

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Document N°. 1

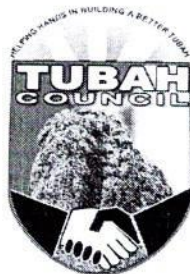
Tender Notice

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TENDER NOTICE

N° 09/ONIT/TC/TCITB/2025 OF 26/03/2025 FOR THE CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET, TUBAH COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH WEST REGION.

Financing: MINDDEVEL Public Investment Budget of 2025

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

Within the framework of 2025 Investment Budget, the Mayor of Tubah Council, Contracting Authority hereby launches on behalf of the project owners, an Open National Invitation to Tender FOR THE CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI IN TUBAH COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH WEST REGION.

Nature of work:

Work to be done consists of

- Preparatory works
- Earth works
- Foundation
- Masonry elevation
- VDR drainage

2. **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 **04 MONTHS**

3. **Lots**

The work is as follows:

CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET

4. **Estimated cost**

The estimated cost after preliminary studies is 25,000, 000FCFA (TWENTY five thousand Francs)

5. **Participation and origin**

Participation to this Invitation to Tender is opened to Cameroonian enterprises that are in compliance with the Cameroons laws.

Works which form the subject of this Invitation to Tender shall be financed by the 2025 Public Investment Budget of the Ministry of Decentralization and Local Development, budget head N°.

.....

7. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of Finance and whose list is found in document N°. 12 of the Tender File, of an amount of **500,000 CFA (five hundred thousand Francs CFA)** and valid for thirty (30) days beyond the date of validity of bids.

8. Consultation of Tender File:

The file may be consulted during working hours at the SIGAMP office in Tubah Council, as soon as this notice is published.

10. Acquisition of Tender File:

The file shall be obtained from the SIGAMP office in Santa Council, as soon as this notice is published against payment of the sum of **30 000 CFA francs** (forty five thousand Francs CFA), payable at the Tubah Council Municipal Treasury, representing the cost of purchasing the Tender File.

11. Submission of bids:

Each offer drafted in English or French in 06 (six) copies including 01 (one) original and 05 (six) copies marked as such, should reach the SIGAMP office in Tubah Council on the 26/03/2025, at **10:00 AM** local time and should carry the inscription:

<< OPEN NATIONAL INVITATION TO TENDER N°09/ONIT/TC/TCITB/ 2025 OF 26/03/2025 FOR THE CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET IN TUBAH COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH WEST REGION . >>RE-LAUNCH

"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 not be older than four (04) months preceding the date of submission of bids 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 23/04/2025 at **11:00 am** local time, in the conference hall of the Mayors Secretariat at Tubah Council, by the Tubah Council Internal 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:

1. - Absence of a Bid Bond;
2. Incomplete or non-compliant administrative file at the end of the 48hrs period granted by the procurement Commission to comply.
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Non-compliance with model bid
6. Absence of a quantified unit price;
7. Non respect of **75%** of essential criteria;

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;
- 10-Special Administrative Clauses completed and initialed in all the pages.

15. Award

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

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least (**75%**) of the essential criteria.

16. Validity of bids

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

17. Complementary information

Complementary technical information may be obtained during working hours from the Tubah Council.

Tubah..... **26 MARS 2025**
THE MAYOR
 (The Contracting Authority)

Copies:

- DD MINMAP Mezam
- ARMP
- Chairpersons of SCITB
- Notice Board



**4th. DEPUTY MAYOR
BY DELEGATION**

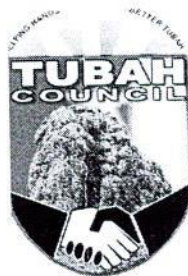
[Signature]
Mbengong Rose

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AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°09/AONO/TC/TCITB/2025 DU 26/03/2025 POUR LES TRAVAUX DE CONSTRUCTION D'UNE CLOTURE DEVANT LE MARCHE DE BAMBILI, REGION DU NORD OUEST.RE-LAUNCH

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

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2025, le Maire de la commune de Tubah, Autorité Contractante lance pour le compte du Maître d'Ouvrage, un Appel d'Offres National Ouvert POUR LES TRAVAUX DE CONSTRUCTION D'UNE CLOTURE AU MARCHE DE BAMBILI DANS L'ARRONDISSEMENT DE TUBAH, DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST EN PROCEDURE D'URGENCE.

2. Consistance des travaux

Les travaux comprennent notamment :

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

3. Délais d'exécution

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

4. Allotissement

Le travail est ci-après défini :
CONSTRUCTION D'UNE CLOTURE AU MARCHE DE BAMBILI DANS L'ARRONDISSEMENT DE TUBAH, DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de vingt cinq million (25,000 000 FCFA).

6. Participation et origine

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

7. Financement

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

8. Cautionnement provisoire

Chaque soumissionnaire doit 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 12 du DAO, d'un montant de **cinq cent milli (500 000 FCFA)** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au bureau de SIGAMP dans la Commune de Tubah.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables au bureau de SIGAMP Dans la Commune de Santa dès publication du présent avis, contre présentation d'une quittance de versement au Trésor Public de la somme non remboursable de **F CFA 30 000 (trente mille Francs CFA)**.

11. Remise des offres

Chaque offre rédigée en français ou en anglais en six (06) exemplaires dont un (01) original et six (05) copies marquées comme telles, devra parvenir contre récépissé à la Commune de Tubah, au plus tard le **26/03 /2025 à 10h**, heure locale et devra porter la mention suivante :

« AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 09/AONO/ TC/TCITB/2025 DU 26/03/2025 POUR LES TRAVAUX DE CONSTRUCTION D'UNE CLOTURE AU MARCHE DE BAMBILI DANS L'ARRONDISSEMENT DE TUBAH, DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST »

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

Recevabilité des offres

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

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

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

12. 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 **23/04/2025 à 11h**, heure locale, dans la salle de conférence de la Commune de Tubah, par la Commission Interne de Passation de Marchés de la Commune de Tubah siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

13. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment:

- 1- Absence ou non-conformité d'une pièce administrative non fourni après 48h d'ouverture
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Absence ou insuffisance de la caution provisoire de soumission
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 6- Offres financière incomplète,
- 7- Omission du prix unitaire dans l'offre financière
- 8- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 9- Le non-respect de (75%) des critères essentiels ;

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Sécurité au chantier ;
- 7- Moyens logistiques ;
- 8- Attestation et rapport de visite du site ;
- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

14. Attribution

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

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins (75%) des critères essentiels.

15. Durée de validité des offres

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

16. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Tubah.

Done in Tubah... 26 MARS 2025

LE MAIRE,

(Autorité Contractant)

Copie :

- DD MINMAP Mezam
- ARMP;
- Maître d'Ouvrage
- Président CIPM;
- Affichage.



M. DEPUTY MAYOR
BY DELEGATION

**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 conflicts of interest, insider

to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

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

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

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

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

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

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

Article 6: Qualification of bidder

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

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

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.

foreign currencies and to justify that the amounts included in the unit and total prices and

indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

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

Article 16: Validity of bids

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

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

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.

not be a reason for disqualification.

Article 20: Form and signature of bid

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

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

Article 23: Late bids

accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be

opening of bids shall be submitted for evaluation.

- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public Contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public Contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

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

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.

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.

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 REGULATION OF THE
INVITATION TO TENDER (SRIT)**

References of the General regulations	General
1.1	Definition of works: THE CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET IN TUBAH COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH WEST REGION. Name and address of the Contracting Authority: , The Mayor Santa Council, Contracting Authority Reference of Invitation to Tender: N°.../ONIT/TC/TCITB/2025 OF .../..../2025
1.2	Execution deadline: Four (04) months
2.1	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2025 Public Investment Budget of the Ministry of Decentralisation and Local Development.
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.

Special regulations of the Invitation to Tender

6.1 Evaluation criteria

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

C. Eliminatory criteria

1. -Absence or non-conformity of a document in the administrative file not regularised after 48hrs from opening time.
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Omission of a unit price in the financial bid;
8. -Change of quantity or unit;
9. -Non respect of (75%) of essential criteria;

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;

- 8- Attestation and report of site visit;
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

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

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

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least (75%) of the essential criteria.

ARTICLE 6: Language of the bids:

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

PRESENTATION OF THE TENDER.

The bids prepared in English or French and in six (06) copies with one (01) original and five (05) copies marked thus, shall be presented in three (03) volumes as follows:

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

5.1 External envelope.

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

<< OPEN NATIONAL INVITATION TO TENDER N°09/ONIT/TC/TCITB /2025 OF 26/03/2025 FOR THE CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET IN TUBAH COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH WEST REGION>>

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

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

NB. Pursuant to circular letter No.00005/LC/MINMAP/CAB of 26/12/2023, bidders with certified true copies of the certificate of categorisation shall not submit in their "ENVELOPE B, documents relating to 1. references of the company 2. Logistics, 3. Key staff of the company"

8.2 Internal envelopes

Three (03) internal envelopes must be sealed in an external envelope.
The first internal envelope shall be labeled;

documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	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 of the first order not more than three months.
A.5	Purchase receipt of Tender File issued by the Tubah Council's treasury
A.6	A bid bond of 500,000 FCFA (five hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of Fiscal Conformity stamped with the tariff in force
A.10	valid taxpayers card, stamped with the tariff in force
A.11	plan of localization of the enterprise stamped with the tariff in force
A.12	Power of attorney where necessary
A.13	Group agreement where applicable

The absence or the nonconformity of the one of these documents will result to the elimination of the offer after 48hrs of no correction after opening

The second Internal Envelope shall be labeled <<ENVELOPE B: 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 apart from white - Presentation of documents in the order given in this tender
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS
B.2.1	List of references of the enterprise (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2025projects) Minimum acceptable: 02 Contracts realized in the domain of building construction
	1 st Reference

	2 nd Reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	01 works supervisor (at least B.TECH or equivalent certificate) in civil or rural Engineering		
	Qualification of the works supervisor: (Bachelor Degree certificate in Civil Engineering (BAC +3))		
	Professional experience of the project engineer $\geq$ 05 years ➤ 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 Senior Technician)		
	Qualification of the Site foreman: (HND in Civil Engineering (BAC +2 or equivalent certificate))		
	Professional experience of the Site foreman $\geq$ 03 years ➤ 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		
	➤ 01 one bricklayer with 3 years professional experience in building construction or similar works. (ONLY CV NEEDED) ➤ 01 one Carpenter with 3 years professional experience on carpentry or similar works. (ONLY CV NEEDED) ➤ 01 One Electrician with 3 years professional experience on Electricity or similar works. (ONLY CV NEEDED)		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender File		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Prove of ownership or rental of a pick-up or other vans		
B.5.2	Prove of ownership or rental of a dump truck		
B.5.3	Prove of ownership or rental of a Concrete mixer		
B.5.4	Prove of ownership or rental of a concrete vibrator		
B.5.5	Prove of ownership or rental of a Hand compactor		
B.5.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Attestation of site visit signed by the bidder upon honour		

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 initialed in all the pages		

ENVELOPE C- FINANCIAL FILE

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

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides from the original as well 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 seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at 500,000 FCFA (five hundred thousand FCFA).

The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

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

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

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

10.3 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the Contract. The corresponding sum will be paid or the released guarantee, with the final reception of work.

ARTICLE 11: Period of validity of the offers

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

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

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

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

<<OPEN NATIONAL INVITATION TO TENDER N°..... /ONIT/TC/TCITB /2025 OF .../.../2025 FOR THE CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET IN TUBAH COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE.>>

TO BE OPENED ONLY DURING THE OPENING SESSION»

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest **26/03/2025** at , by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**THE MAYOR, TUBAH COUNCIL
CONTRACTING AUTHORITY**

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Conference Hall of Santa Council on **26 /03/2025** as from 11 am , by the Tubah Council Internal Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest 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 it is not taken action on his offer.

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

ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The Authorizing Officer;
- ❖ The Divisional Delegate of MINMAP or his representative;
- ❖ DDMINDDEVEL/Mezam
- ❖ The Divisional Delegate of MINEPAT/Representative
- ❖ Contract Engineer/Representative.
- ❖ Project Manager
- ❖ Technical Service, Tubah Council

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

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Chapter I: General

Article 1: Subject of Contract

The subject of this Contract shall be THE CONSTRUCTION OF TWENTY (20) MARKETS SHEDS IN BAMBILI MARKET IN TUBAH COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH WEST REGION

Article 2: Contract award procedure

This Contract shall be awarded by Open National Invitation to Tender N°04/ONIT/TC/TCITB/ 2025 OF 20 /02/2025

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

3.1 General definitions (cf. Code)

- **The Contracting Authority shall be the Mayor of Tubah 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 regulation.
- **The Contract Engineer shall be the Divisional Delegate of MINDHU for Mezam** hereinafter referred to as the Engineer.
- **The Project Owner is The Mayor of Tubah Council.** He represents the beneficiary administration of the works.
- He ensures respect of the administrative, technical and financial conditions and Contractual deadlines.
- The Contract Manager: He ensures respect of the administrative, technical and financial conditions and Contractual deadlines.
- **The Project Manager shall be: The secretary General, Tubah Council**
He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages.
- The follow up Engineer shall be the Council Engineer
- **The Contractor shall be [to be specified].**

3.2 Security

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

- The authority in charge of ordering payment shall be **The Mayor of Tubah Council.**
- The authority in charge of the clearance of expenditures shall be **the Divisional financial controller for Mezam.**
- The body or official in charge of payment shall be **the Tubah Municipal treasury.**
- The official competent to furnish information within the context of execution of this Contract shall be **the Divisional Delegate of Public Contracts.**

3.3 Duties of the Control Mission, Project Manager

3.3.1 Missions [to be completed, where need be]

3.3.2 Means put at the disposal of the Control Mission [to be completed where need be].

Article 4: Language, applicable law and regulation

1.2 The language to be used shall be [English and/or French].

1.3 The Contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Contract.

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

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

The constituent Contractual documents of this Contract are in order of priority: *(to be adapted to the nature of the works)*.

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

Article 6: General instruments in force

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

1. Framework Law No. 96/12 of 5th 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 23rd February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for implementing the tax and customs system applicable to public Contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8th 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 8th March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19th 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 Manager with a copy to the Contract Manager.

Article 8: Administrative Orders (Article 8 of GAC)

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

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

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

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

- 9.1 *[Specify if the Contract has one or several phases]*
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

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

Chapter II: Financial conditions

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

11.1 Final bond

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

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

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

11.2 Performance bond

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

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

11.3 Guarantee of start-off advance

[Specify, if need be, the rates (20% maximum of the amount of the Contract inclusive of all taxes 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 Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

21.2 Monthly detailed account

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

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

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

- [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the Contractor;
- 2.2 or 5.5 % 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 _____ 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 rejection including the reasons for the said rejection.

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

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

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

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

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] has a deadline of [five (05) days] to examine and make known his observations. The Contractor then has a deadline of [04] four days] to present a new file including the said observations.

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

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

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

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

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 Contract Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.
- Findings and statement of the unexecuted task envisaged in the present 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.

- Contract Engineer
- The Contract Manager
- Contractor.

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

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Contracting Authority his Representative..... (Chairman)
- 2- The Contract Engineer or his Representative..... (Secretary)
- 3- DDMINMAP/MEZAM or his Representative.....(Observer)
- 4- The Project manager.....(member)
- 5- The Council follow up engineer..... (Member)
- 6- DDMINDEVEL/MEZAM or his Representative..... (Member)
- 7- 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 sign by all the commission members.

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

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

Article 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

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

Article 49 and last: Entry into force of the Contract

force as soon as it is notified to the Contractor by the Contracting Authority.

Document No. 6: Special Technical Conditions (STC)

TECHNICAL SPECIFICATIONS

- I - GENERALITIES
- II- PREPARATORY WORKS-IMPLANTATION
- III- FOUNDATION
- IV - ELEVATION WORKS
- V - ROOF TRUSS AND THE COVERING
- VI - JOINERY AND METAL WORKS
- VII - PLUMBING-SANITARY
- VIII- ELECTRICAL INSTALLATION
- IX - RENDERING (PLASTERING) AND COATING
- X - PAINTING
- XI - OUTSIDE AMENITIES AND LAYOUT PLANNING
- XII - PROTECTION OF THE ENVIRONMENT
- XIII - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

Section 0: General Conditions

0.0 INFORMATION

0.0.1 Aims: Objectives

The Mayor of Tubah Municipal Council in MEZAM Division, North West Region, hereinafter referred to as the Employer, intends to construct Market sheds in the Bambili Market phase I. The aim of the present specification is thus to describe the materials and equipment's to be supplied as well as the works to be carried out in connection with the realisation of the project.

This section is intended to be complementary to, or supplementary to all what is not contrary to the provisions of the general terms of Contract. All information relating to the works shall be obtained at the Office of the Employer.

No verbal answer will be given to any enquiries with regard to the meaning of drawings and specifications nor will any verbal instructions be given before the award of the contract. No verbal statement regarding the contract by any person previous to the award of the contract will be authoritative. Any explanation desired by Bidders must be requested in writing. If a reply is made, it will be communicated to all who have indicated their intention to tender for the works.

0.8 Scaffold, Ladders and Temporary Stairs & Shed

The Contractor shall furnish and securely set scaffolding required for his work. All Scaffolding shall be of good sound materials, of adequate dimensions for its intended use and substantially braced and tied to ensure absolute safety for those required to use it. The Contractor shall provide all ladders required for his work. Ladders shall comply with all labour Law requirements.

0.9 Removal of Rubbish.

The Contractor shall at all times keep the building premises and surrounding sidewalks clean and free from rubbish and discarded or surplus materials; he shall identify handy locations about the premises to receive all rubbish and discarded or surplus materials, and shall direct his workers to deposit their rubbish and surplus materials in the receptacles provided for this purpose or in orderly piles in locations as he may designate.

1.10 Method of Construction and Work Plan

The Contractor shall submit to the Engineer not later than 28 days from the date of award of the Contract a general description of his proposed arrangements and methods for the execution of the Works, including temporary offices, buildings, access roads, deviations, Contractor's Equipment and its intended production output, working shift arrangements, strengths of work force of skilled and unskilled labour, supervision arrangements, power supply arrangements, supply of materials, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.

During the execution of the Works, the Contractor shall also submit to the Engineer full and detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance with the foregoing.

The Engineer's normal working hours shall be defined as 7.30 am to 5.30 pm on weekdays with Saturdays and Sundays set aside for rest. If the Contractor wishes to execute Permanent Works outside these hours, or, public holidays he shall obtain the written permission of the Administration as required, and the Engineer at least one full working day in advance to enable the Engineer to make provision for supervision of such work.

0.11 Other Contractors

The Contractor is advised that other Contractors employed by the Employer and employees of the Employer may be working in connection with the Project on and around the Site.

Pursuant to the Conditions of Contract the Contractor shall not interfere in any way with any works, or property belonging to the Employer or a third party, irrespective of whether the position of such works is indicated to the Contractor by the engineer or not. The Contractor shall respect any works executed by others and articles supplied or installed by others and shall be held responsible for any loss or damage thereto if caused by him, his employees or his Subcontractors.

0.12 Displacement of Existing Networks

The Contractor shall request the services concerned to reroute any services network (water, electricity, telephone,) crossing the project site. The Contractor shall also take all necessary measures to channel off any natural water flowing through the project site.

0.13 Construction Photographs and Videos

The Contractor shall be responsible for the production of Construction Photographs and Videos as provided herein.

Photographs and Videos of the entire Site, or pertinent features thereof, shall be taken before the commencement of Works and promptly submitted to the Engineer. The same views shall be re-photographed upon completion of all the construction activities and a complete edited video shall be submitted with the Contractor's application for final payment. Additional photographs and videos shall be made each month throughout the progress of the Works at such times as requested by the Engineer, and submitted with the Contractor's application for progress payment.

Section 1: Site Installation, Complementary Studies and Preparatory Works

1.1 General Site Installations

The Contractor shall ensure the bringing to site of all installations, equipment and materials necessary for the execution and internal control of the works, as well as their withdrawal from site at the end of the project.

After the Contract is placed and before work commences the Contractor shall submit to the Engineer drawings showing the general arrangement of his Temporary Works with diagrams and descriptions showing how he proposes to execute such Temporary Works and how they fit into his programme, pursuant to the Conditions of Contract, for the execution of the whole of the Works, all to be subject to the consent of the Supervising Engineer. The whole of the Temporary Works and the equipment and appliances used, shall be the liability of the Contractor in regard to their construction, safety, maintenance and removal on completion of the Contract and consent by the Engineer shall in no way relieve the Contractor of his duties or responsibilities under the Contract.

1.2 Site Identification Board

Within five (05) days from the date of notification to commence the works, the Contractor shall provide, erect and maintain in a clearly legible condition and conspicuously displayed at the entrance to the site from the beginning of the work until the completion and acceptance of the project, a site identification board in accordance with a format approved in advance by the Employer. The board shall contain the following information: Republic of Cameroon, Peace – Work – Fatherland (in English and in French), Title of the Project, Employer, The Funding Bodies, Project Engineer, Executing Contractor, Design Consultants, Project duration and any other information as requested by the Project Engineer.

No other sign of any nature shall be placed closer than 8.00m to this temporary sign, unless required for purposes of security, in which case it shall be placed as not to obscure this sign or part of it in anyway.

1.3 Other Signboards

At the request of the Supervising Engineer, the Contractor may provide, erect and maintain other signboards which shall then be erected at locations to be instructed by the Engineer.

1.4 Hoarding

The Contractor shall, immediately upon the date for site possession and at his own expense, supply, erect and enclose the whole of the site within a hoarding not less than 2.4 metres high using materials of his choice, in order to screen off the work area. The hoarding shall be uniform in appearance, and constitute sufficient obstacle to prevent ingress of unauthorised persons or children, and be complete including all necessary padlocked gates, fans and screens to ensure the safety of the public, adjoining owners, and the works. The hoarding shall be adjustable during the course of the works as required and shall be maintained till the end of the project.

1.5 Surveillance and Guarding

The Contractor shall deploy all necessary human and material means to ensure surveillance and guarding of the site by day and by night, throughout the entire duration of the project up till provisional Taking-Over.

1.6 Site Clearing and Maintenance of Access Roads

During the execution of the works the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

Access roads leading to the site within the project area shall be kept accessible at all times. The portions of the roads to be maintained shall be those directly linked with the execution of the Building, from the exit point of their intersection with the principal road of the project.

1.7 Site Office and Meeting Room

The Contractor shall provide site office for his own use, for his site laboratory, and for site meetings.

1.8 Temporary Service Connections

The Contractor shall make all necessary arrangements to ensure connection of the site to water, electricity, telephone and other sundry services networks required in connection with the execution of the works.

The Contractor shall provide a clean, sufficient and continuous supply of fresh water, both for construction of the Works and for all offices, laboratories and workshops. He shall undertake all arrangements including pipelines and meters for connecting to local water mains and the provision of pumps, storage tanks or water conveyance where necessary, payment for all fees and water charges and the satisfactory removal of all such arrangements and provisions on completion of the Works.

The water shall be clear of suspended solids and free from any matter in quantities considered by the Engineer to be deleterious to the work. Water supplied to all the offices, laboratories and houses shall be wholesome and potable to the satisfaction of the public health authorities in the area of the Site.

1.9 Health, Safety, and Accidents

The Contractor shall ensure, in so far as is considered by the Engineer to be reasonably practicable and to the Engineer's satisfaction, the health, safety and welfare at work of his employees including those of his Subcontractors and of all other persons on the Site. His responsibilities shall include:

- a) The provision and maintenance of the Contractor's equipment and the adoption of methods of work that are safe and without risk to health,
- b) The execution of suitable arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage, transport and disposal of articles and substances,
- c) The provision of protective sectioning and equipment, with such personnel and equipment and such information, instruction, training and supervision as are necessary to ensure the health and safety at work of all persons employed on the Works all in accordance with the laws of Cameroon,
- d) The provision and maintenance of suitably equipped and staffed first aid stations throughout the extent of the Works to the satisfaction of the Engineer. The Contractor shall allow in his prices and be responsible for the cost of all such site welfare arrangements and requirements,
- e) Designation as Safety Officer of one of his senior staff who shall have specific knowledge of safety regulations, and experience of safety precautions on similar works and who shall

- promote such safety,
- f) The provision and maintenance of access to all places on the Site in a condition that is safe and without risk of injury,
- g) The provision of adequate waterborne sanitation, refuse collection and disposal, complying with the Laws of Cameroon and all local Bye-laws and to the satisfaction of the engineer, for all houses, offices, workshops and laboratories erected on the Site,
- h) The provision of an adequate number of suitable latrines and other sanitary arrangements at sites where work is in progress to the satisfaction of the health Authorities and the Engineers.

1.10 DRAWINGS AND DOCUMENTS

1.10.1 Standard Size of Drawings and Documents

- (1) Drawings, whether to be supplied by the Engineer or the Contractor shall only be prepared according to Standard sizes DIN A1 (594 x 841mm) or DIN A0 (841 x 1189 mm).
- (2) Documents, whether to be supplied by the Engineer or the Contractor shall be prepared on Standard size DIN A4 (210 x 297mm), except where particularly agreed otherwise with the Engineer.

1.10.2 Exhibited Drawings

The Exhibited Drawings show the work to be done under the Contract, subject to the provisions for variations in the Conditions of the Contract, but they shall not be used for construction purposes unless specific instructions for such use are given by the Engineer as the work proceeds. In general, the Exhibited Drawings are intended to indicate the scope and complexity of the Work.

1.10.3 Working Drawings

Working drawings are the drawings to be prepared by the Contractor and shall show sufficient dimensions, specific and typical details to define the various features of the Works, thus enabling the Contractor to perform the relevant works or to prepare the shop drawings.

1.10.4 Documents to be supplied by Contractor

- (1) The Contractor is obliged to supply drawings and documents for the Permanent and Temporary works as stated in the present specifications or as may otherwise be requested by the supervising Engineer.
- (2) The drawings and documents to be provided by the Contractor include, but are not limited to, the following,
 - a) Site layout and installation drawings.
 - b) Work and construction programmes inclusive of revisions, if required;
 - c) Drawings and calculations for all Temporary Works and construction stages planned by the Contractor.
 - d) Bar bending schedules for reinforced concrete structures.
 - e) Reports and records of all tests and material tests to be carried out by the Contractor or his suppliers.

supplied by the Contractor in accordance with other provisions of the contract.

- g) As-built drawings, incorporating all changes or amendments made in the course of the construction works, for all Permanent Works, including those for which the Engineer has prepared the working drawings.
- h) As-built drawings shall be supplied to the Engineer immediately after completion of the particular part of the Works.
- i) Brochures and technical literature of all equipment items and fixtures, which are to be permanently installed in the Works.
- j) All instructions (in the form of lists, manuals and the like), which are required by the Employer for proper operation, as well as for expert maintenance and repairs of the structures and facilities.

The time limit for approval of working drawings and issuance of other clearances is 15 days. The Contractor shall therefore take all necessary pre-emptive measures when submitting documents for approval to avoid any eventual delays on the overall time schedule of the works.

1.10.5 As-built Documents

The Contractor shall establish as-built drawings and plans as the work progresses. These drawings and plans shall incorporate all the changes and modifications that have been made and approved by the Engineer in the course of the project.

All the Drawings and plans shall be done on AutoCAD. The Contractor shall hand over all the as-built drawings and plans to the Employer in the number of hard copies agreed by the Engineer and an electronic copy of the AutoCAD files.

Section 2: Earthworks, Concrete and Masonry Works.

2.0 Composition of Works

Concrete and block works shall comprise:

- Setting out of structures to be constructed:
- Excavation of foundation pits and channels.
- Construction of foundation bases, foundation columns, and ground beams.
- Construction of columns, beams, lintels and binding courses in reinforced concrete.
- Construction of hollow block floor slabs.
- Construction of all other concrete and masonry works as may be necessary for the complete execution of the project.

2.1 Setting Out

The Contractor shall satisfy himself as to the accuracy in line, level and dimension of any basic survey information provided by the Employer. He shall set out the works from all the Employer's established benchmarks as indicated to him by the Supervising Engineer and shall be responsible for all measurements in connection with the setting out. The Contractor shall furnish, install and maintain all markers.

Before commencing construction work, the Supervising Engineer and the Contractor shall jointly check all survey stations and benchmarks to be used, to ensure that all survey stations and benchmarks are in their original positions.

In agreement with the Supervising Engineer, the Contractor shall establish reference points to define the building at fixed locations and temporal benchmarks. These reference points and temporal benchmarks shall be maintained by the Contractor until the taking-over of the works. The Contractor shall provide the Engineer with a schedule of the levels and the location of all such benchmarks and shall ensure that such information provided to the Engineer is at all times kept up to date.

The Contractor shall not remove, damage, alter or destroy any benchmarks or survey stations. Any additional setting out required as a result of erroneous survey work on the part of the Contractor and any abortive works executed arising there from shall be rectified at the expense of the Contractor.

2.2 Earthworks for Foundation

2.2.1 General

The Contractor shall set out all pertinent lines, grades and levels as shown on the drawings and/or as otherwise required for the proper and accurate definition of the works of excavation and fills, and shall be responsible for maintaining the accuracy of lines and grade stakes during construction. All discrepancies in levels or setting out will be entirely the responsibility of the Contractor and he shall be liable to make good such discrepancies to the complete satisfaction of the Employer.

2.2.2 Excavation

Excavation shall be made to depths and dimensions indicated on the plans or otherwise required by the work, plus sufficient space as directed by the supervising officer to permit erection of forms, shoring and inspection of foundations. Slopes shall be straight lines to minimise the quantity of fill material required. The Contractor shall remove all boulders, stumps and other obstructions encountered in the course of excavation. The bottom of all foundations shall be hand trimmed, level, and free from all loose and/or organic material.

Channels shall be dug where required to facilitate the laying of underground pipe-work and earth-cabling. Channels bearing pipe-work shall be carefully filled and rammed to maintain slopes of pipes after laying and protection against damage with lean concrete mix. All excavation shall be timbered, where necessary to the satisfaction of the Employer.

Should any water accumulate in the trenches or other excavation, the Contractor shall execute such works as may be necessary to drain away the accumulated water, and shall install pumps as may be required to keep the trenches and excavations dry.

2.3. Materials

Sand and coarse aggregate.

All aggregate for concrete and mortar shall consist of naturally occurring sand and crushed rock. All sand shall be perfectly clean, uncoated grains free from injurious amounts of dusts, lumps, soft or flaky particles, shale, alkali, organic matter, loam or other deleterious substances, and the source shall be approved by the Employer.

Sand and aggregate shall meet the following grading requirements:

<i>Sieve Number</i>	<i>Total percentage of weight Retained Passing</i>
---------------------	--

4	0 – 5	95 – 100
8	10 – 20	80 – 90
16	20 – 40	60 – 80
30	40 – 70	30 – 60
50	70 – 88	12 – 30
100	92 – 98	2 – 30

Sand for mortar shall meet the following grading requirements:

<i>Sieve Number</i>	<i>Total % by weight</i>
4	0
8	0 – 5
16	0 – 5
30	25 – 50
50	65 – 80
100	85 – 95

The coarse aggregate shall be clean and angular in shape and shall have granular, crystalline or smooth (but not glossy) non-powder surfaces. As far as possible, only crushed stone shall be used as the coarse aggregate for the reinforced concrete part of the work. Crushed stones and gravel shall meet the following grading requirements:

<i>Sieve Number</i>	<i>Total % by weight retained</i>
25 mm	0
20 mm	0 – 10
10 mm	45 – 80
4 mm	90 – 100

The maximum nominal size of stones for reinforced concrete shall be 2.5 cm and for mass concrete 4 cm.

The sources of aggregates shall be approved by the Employer and approval for change of the source of supply of an aggregate shall only be granted if it can be shown that the new material is sufficiently similar in all respects to the one previously approved to produce concrete of the required finish, colour, and strength.

The grading, once approved, shall be adhered to throughout the works and may not be varied without the approval of the Employer.

2.3.1 Storage of aggregate

The aggregate shall be stored on site separated in its various types and grading, on a hard, dry, clean surface.

2.3.2 Water.

The water to be used for making concrete and cement mortar shall be clean fresh water, free from all impurities.

2.3.3 Cement.

Cement, both grey and white or non-staining unless otherwise specified, shall be true Portland of standard brand and manufacture. Grey Portland cement shall be used throughout, except where white or non-staining Portland cement is specified.

All cement packages must be properly stacked off the ground, completely covered and protected from the weather and dampness. Only one brand of cement will be permitted to be used for each phase of the work. Cement, which has become caked, partially set, or otherwise deteriorated, or any material, which has become damaged or contaminated, shall be rejected.

2.3.5 Proportion of Concrete Aggregates

Concrete mixes shall be of the class shown on the drawings and described in the Bill of Quantities or Engineer's Specifications or details. The proportions of dry aggregates and cement in different classes of concrete are as follows:

- a) **Class A – Concrete: for foundations, columns, beams and all other reinforced concrete structural elements.**
Cement = 350 kg/m³
Fine aggregate = 400 litres
Coarse aggregate = 800 litres
- b) **Class B – Concrete: for all grade slabs and all non-reinforced concrete elements.**
Cement = 300 kg/m³
Fine aggregate = 400 litres
Coarse aggregate = 800 litres
- c) **Class C – Concrete: for blinding**
Cement = 150 kg/m³
Fine aggregate = 450 litres
Coarse aggregate = 900 litres

The proportions given above are for guidance only, and the actual proportions shall be determined according to the types of aggregates available on site.

2.3.7 Mixing of Concrete.

A machine mixer of the revolving drum type shall be used for all concrete except that where only a small amount is required, the mixing may be done by hand in a manner approved by the Employer. Competent and experienced foremen shall be in direct charge of the mixing and placing of all concrete. All ingredients shall be thoroughly mixed until they are uniformly distributed throughout the mass, with the amount of water added to produce the concrete of proper consistency.

The mixing equipment shall be capable of combining the aggregates, cement and water within the specified time limit into a thoroughly mixed and uniform mass, and of discharging the mixture without segregation. A mixture which has been out of use for more than 20 minutes shall be thoroughly cleaned out before fresh concrete is mixed. The Contractor shall provide mixers of sufficient size and number, adequate to deal with the volume of concrete to be placed in order that the face of the concrete will not be marred by joined lines due to one layer having set before another layer is placed.

The size of each batch of concrete shall not exceed the rated capacity of the mixer as stated by the manufacturer. Concrete shall not be mixed in greater quantity than required for work in hand.

2.3.8 Placing of Concrete.

Before placing concrete, all equipment for mixing and transporting the concrete shall be cleaned and all debris removed from the places to be occupied by the concrete. Wood forms shall be thoroughly wetted and masonry units that will be in contact with concrete shall be well drenched. Water shall be removed from the place of deposit before concrete is placed, unless otherwise permitted by the Employer.

Concrete shall be conveyed from mixer to forms as rapidly as practicable and by methods, which will prevent segregation or loss of ingredients. It shall be deposited as neatly as practicable in its final position.

Concrete shall be placed before initial set has occurred, and in no event after it has contained its water content for more than thirty (30) minutes. Unless otherwise specified, all concrete shall be placed upon clean, damp surfaces, free from water, or dry porous earth. The concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement in such a manner as to prevent segregation of the coarse aggregate.

Concreting of any unit or sections of work shall be carried out in one continuous operation and no interruption of the concreting will be allowed without the approval of the Employer.

The concrete shall be placed layer by layer as directed by the Employer, over the whole area to be concreted, until the required height is obtained. Care shall be taken that segregation of the aggregates by rolling down the exposed working surface of the placed concrete does not occur. Should any accidental segregation occur within the formwork, the affected area shall be thoroughly turned over by hand until a homogenous mix has been obtained? Under no circumstance shall concrete that is partially hardened be rapidly deposited in the formwork.

All structural concrete shall be compacted with the aid of mechanical vibrators. The vibrator shall be of a type and design approved by the Employer. Enough vibrators shall be used to cause all concrete to flow or settle readily to the forms and not through the forms, except in sections too thin to permit the insertion of the internal type, in which case form vibrators may well be employed if approved by the Employer.

Foundations shall be placed over their full depth in one operation and the top surface carefully levelled. Concrete placed in timbered excavations shall be well rammed close against the excavation face as the timber is withdrawn. After the concrete has taken its initial set, care shall be exercised to avoid jarring the forms.

In joining fresh concrete to concrete that has already set, the concrete already in place shall have its surface cut over thoroughly with a suitable tool to remove all loose and foreign materials. The surface shall then be washed and scrubbed with wire broom and thoroughly drenched. It shall remain moist when the new concrete is placed. Immediately prior to the placing of the new concrete, the old surface of concrete already in place shall be thoroughly coated with cement slurry.

2.3.9 Curing of Concrete.

Concrete, after it is placed and until the expiration of the curing period herein provided for, shall not be allowed to dry out. Water curing shall be accomplished by keeping the surface of the concrete continuously wet by covering with water, or with an approved water saturated covering, or by spraying. All water used for curing shall be fresh water. Curing by other method shall be subject to the approval of the Employer. Curing shall be on for at least seven (7) days.

2.3.10 Protection.

All exposed fresh concrete surfaces shall be protected to prevent damage. Sufficient covering shall be provided and kept on hand for this purpose. All concrete shall be adequately protected from injurious action of the sun in a manner satisfactory to the Employer.

2.3.11 Embedded Items.

Before pouring any concrete, care should be taken to determine that all embedded items indicated on the drawings or otherwise specified are firmly secured and fastened in place.

2.3.14 Approval before concreting

Whenever so required by the Employer, concrete shall not be placed in any part of the works until the preparations (reinforcement, formwork, embedded items, etc.) have been inspected and approved by the Employer and his authorisation to concrete that specific part has been obtained.

2.3.15 Steel Reinforcement

Steel for normal reinforced concrete shall be deformed bars EF 40.

2.3.16 Bending and Fixing of Steel Reinforcement

Steel reinforcement shall be bent cold accurately to the shapes and dimensions shown on the drawings.

shown on the drawings so that the specified amount of cover to the bars is everywhere maintained. For concrete members in contact with wet earth or moisture, minimum cover is 3cm. Minimum cover for beams and columns above ground level 2.5cm and for slab above same is 1.5cm

Approved spacers and chairs may be used. Reinforcement temporarily left projecting from the concrete at construction or other joints, shall not be bent out of position during the period in which concreting is suspended, except with the approval of the Employer.

The steel shall be free from oil, grease, dirt, paint and rust. Bars, generally shall be of the required lengths; welding of main bars will not be permitted.

2.3.17 Form work

Timber forms shall be constructed of sound, well-seasoned timber of such quality and strength as will ensure rigidity throughout the placing, ramming, vibration and setting of the concrete without visible deflection. They shall be so constructed that they can be removed without shock or vibration to the concrete. All joints shall be tongued and grooved, unless otherwise required, and shall be made sufficiently tight to prevent any leakage of grout. All form work shall be inspected and approved by the Employer before concrete is placed within it.

The use of steel forms or forms made of other materials may be permitted provided the requirements for strength, joint, etc., are met and they are to the satisfaction of the Employer.

Forms for all permanently visible concrete surfaces shall be planed smooth so that the internal faces are perfectly true and free from irregularities. Where the finished surfaces of the concrete are not to be permanently exposed, the forms may be constructed of pain butt-jointed swan timber.

2.3.18 Preparation of Forms before Concreting

Before the concrete is deposited, the forms shall be thoroughly cleared and freed from saw-dust, shavings, dust, mud or other debris by flushing with water. The inside surfaces of the form shall be coated with lime wash or approved mould oil, care being taken to keep the reinforcement free from any such coating material.

2.3.19 Formwork for Vibrated Concrete

When concrete is to be vibrated, special care shall be taken by the Contractor to maintain rigidity of the formwork and supports against the action of the vibration of the concrete.

2.3.20 Removal of Forms

Forms shall be removed in such a manner as will not injure the concrete, and no formwork shall be removed before the concrete has sufficiently set and hardened. The table below gives minimum periods before striking formworks.

<i>Type of formwork</i>	<i>Minimum period before striking</i>
1. <i>Vertical formwork to columns</i>	<i>12 hours</i>
2. <i>Soffit formwork to beams and slabs</i>	<i>14 days</i>
3. <i>Props to beams</i>	<i>21 days</i>

The provision of suitable curing methods should immediately follow the removal of the formwork.

2.3.21 Tolerances

The maximum tolerance within which concrete work shall be constructed are as follows:

- 1 *All setting out dimensions $\pm 5\text{mm}$*
- 2 *Section of concrete members $\pm 3\text{mm}$*

responsibility and at the expense of the Contractor.

2.4 Block Work & Plastering

2.4.1 Scope of Works

The Contractor shall provide all materials, appliances and labour necessary to complete all block work and plastering required by the contract drawings and specifications.

2.4.2 Sand Crete Blocks

All sand Crete blocks are to be made in a proportion of one part cement and seven parts sand, Vibratory type, and in case of the blocks made in an approved machine, the mixture shall be 1 part cement and six parts sand, well rammed and consolidated in mould, and to be made into blocks within half an hour of the water being added to the mix.

2.4.3 Mortar

Mortar for block-laying is to be composed of one part cement and 3 parts sand. Mortar is to be used within two hours mixture and mortar which has commenced to set must not be used.

2.4.4 Wall to D.P.C. Level

All external and internal walls below damp proof course level to be built in 20cm thick solid blocks 40cm long by 20cm deep.

2.4.5 External and Internal Walls above D.P.C. Level

All external and internal walls above D.P.C. to be built in 20cm, 15cm or 10cm thick hollow blocks as indicated on drawings.

2.4.6 Rendering

Render all block work and concrete surfaces (lintels, columns, beams, soffit of reinforced concrete floors etc..) internally and externally, in sand and cement mortar plastering to a finished thickness of 1.5cm minimum. Rendering to be mixed by volume as follows:
One part cement, three parts approved sand

Render interiors of all gullies, manholes and septic tanks where applicable.

Section 3: Roof Support Structure and Roof Covering

3.1 General description

The works described here involve the construction of roof trusses and purlins in hardwood, for the roof of the Santa Municipal Council Chambers building.

All construction details pertaining to jointing and sizes of members of trusses and other structural units as shown on drawings or as laid down in this or any other particular specification must be strictly respected.

3.2 Nature of wood.

The wood to be used for the works may be Doussie, Iroko, Mowingui or Landa or any other locally available hardwood of similar quality and characteristics. It must be air-dried with a moisture content between 14-17%.

Wood for timber beams and roof trusses must be of good quality and free from all defects, wavy edge, shakes, splits, and loose or dead knots. It must be well aligned and no traces of decay or charring would be accepted. Adequate information must be provided concerning the source and handling of the wood, to facilitate the verification of quality by the controlling Engineer.

3.3 Preservation

insecticide such as Xylamon. Preservation shall be achieved by immersing the various members of the trusses and other structures in preservative for a period of 30 seconds to 3 minutes, before assembling. New surfaces exposed by cutting after preservation would be further preserved by coating with preservative to a spread of 250 g/m². It is therefore advisable to prepare completely and cut the timber into pieces of appropriate dimensions prior to treatment.

3.4 Painting

Where painting of the timber is desired, all relevant parts of assemblies or individual pieces should be protected with a priming paint and one undercoat before leaving the factory.

Steel components other than bolts, connectors and washers should in all cases be painted before dispatch to the site. All surfaces should be thoroughly cleaned to remove all loose scale and rust before being painted with one coat of genuine red lead paint.

3.5 Workmanship

3.5.1 Moisture Content.

In order to minimise the effects of shrinkage or warping, the moisture content of the timber at the time of fabrication should be within 3% of the moisture content likely to be attained by the timber in service.

3.5.2 Machining of Timber

a) General

All timber should be sawn, planed, drilled or otherwise machined to the correct shape and size in accordance with the detailed drawings and specifications. Dimensions and spacing should not be scaled from drawings. Pieces damaged by splitting or bruising would be rejected if the dimensions allowed for similar defects in grading are exceeded.

b) Surfaces:

The quality of the surface, as finished, should be appropriate to the position and use of the timber. Surfaces at any joint in an assembly should be such that the parts may be brought into contact over the whole area of the joint before connectors are inserted or any pressure or restraints from the fastening is applied. These surfaces should have a good sawn or planed finish. Bearing surfaces of cuttings should be smooth.

c) End Sealing

Where splitting is likely to have a deleterious effect, end sealing is recommended.

3.5.3 Jointing

a) General

Details of the joints at nodes of the trusses are as shown on the drawings. Joints at nodes of the trusses are to be realised in nails.

The Contractor is advised to order wood from the saw mill with lengths that would minimise the need for joints.

b) Nailed Joints

When specified or where necessary to avoid splitting, nails should be driven into pre-bored holes of diameter not greater than four-fifths of the diameter of the nails. Care should be taken to avoid placing nails in any end split.

c) Bolted Joints.

and in no case more than 1/16 larger than the bolt diameter. Care should be taken to avoid placing a bolt in any end split. A minimum of one complete thread should protrude from the nut.

A washer should be fitted under the head of each bolt and under each nut. The minimum sizes of washers are given in the table below:

<i>Diameter of Bolt (mm)</i>	<i>Minimum thickness of washer (mm)</i>	<i>Minimum sides of square or diameter of washer</i>
10	3.5	50 mm
15	5.0	60 mm

3.6 Assembly of Units.

3.6.1 General

Assembly of structural units should be done on a level bed and in such a way as to avoid damage to any of the members and so that the finished structural unit conforms to detailed drawings and specification. Assembly shall be done on site or in factory. When assembly is done in the factory, transportation to site would be as described below.

3.6.2 Site Assembly

When assembly is to be performed on the site, one set of components should be fitted together and dismantled prior to despatch to the site, in order to ensure that the assembly of structural units conform to the detailed drawings and specifications. Twisted or damaged members should be replaced before erection on the site.

Before proceeding with bulk production, a complete assembly of one of each framed truss or other structural unit should be checked to prove the accuracy of the templates, etc. A similar check should be carried out from time to time to control the wear and tear on templates and gauges.

3.7 Transport of Assemblies from Factory.

3.7.1 General:

Assemblies done in factory should be checked for correctness in same way as described above for site assemblies.

3.7.2 Protection:

- a) All materials and assemblies should be protected from the weather, and suitable measures should be taken to protect the surfaces during hoisting, etc.
- b) Handling:

The over-stressing of members during handling should be avoided. Where lifting points or methods of lifting are not indicated on the design, guidance should be sought from the Supervising Engineer.
- c) Storage:

Timber components should not be exposed to high humidity and all materials and assemblies should be protected against exposure to the weather, wetting, damage, decay and insect attack.
- d) Placing.

All trusses assembled either on site or in factory can be placed, with the use of a crane. Placing can also be achieved by assembling the members in-situ. It can also be done by assembling the truss in 2 or more partial trusses, erecting these partial trusses with the help of a crane and scaffolding and coupling the partial trusses in-situ.

3.8 Erection.

3.8.1 Lifting Points:

The over-stressing of members during erection should be avoided. Where lifting points or methods of lifting are not indicated on the design, guidance should be sought from the Supervising Engineer.

3.8.2 Bolts:

On completion of erection, all joints should be inspected and care should be taken to see that all the bolts are tightened without crushing the wood under the washers. Placing in-situ: This would involve machining all the various members to fit, a fitting trial done on the ground, the truss dismantled and re-assembled in place on scaffolding.

3.8.3 Anchorage:

The Contractor shall discuss and agree with the Supervising Engineer on details of anchorage of trusses using metal brackets, plates, bolts, etc, as well as design details of such anchorage members. Purlins shall be anchored on the trusses with the help of wooden wedges.

3.9 Purlins:

Purlins shall be in well-seasoned timber of dimensions 5 x 10 cm fixed to the trusses with the help of angular wooden wedges which also serve to keep the purlins on edge at right angles to the rafters. The purlins must, prior to use, be treated with wood preservative as described above.

3.10 Roof Covering:

The roof covering shall be of 6/10 aluzinc (or similar) sheets (roof decking type) of maximum possible length laid to fall as shown on the roof plan.

Section 4: Electricity

4.1 Preamble

4.1.1 The Works.

This section specifies the requirements to be met in the execution of the various operations involved in the installation of electrical energy and equipment to the building. The Contractor shall be required to execute the works in strict compliance with the drawings and diagrams provided. However, if necessary, he may propose any modifications that he may deem fit and obtain the approval of the Supervising Engineer prior to implementing such modifications. Where the Contractor proposes a modification, he shall be required to undertake a detailed study and produce all necessary electrical circuit diagrams and other relevant electrical drawings, and obtain approval thereof from the Employer prior to execution of the works.

4.1.2 Definition of works.

The contractor shall be expected to realise all the works and deliver the installations to the Employer in working order and according to existing regulations and standards.

4.1.3 Composition of works

The works shall generally comprise:

- Low voltage wiring of the building (i.e. installation of various circuits as required - lighting, sockets, etc.)
- Installation of various control and protection units as necessary
- Low voltage horizontal distribution boards.
- Normal lighting of all spaces in accordance with electrical layout plan and standard lighting requirements
- Earthing of the building and installations.

4.2 Documents to be supplied by the Contractor.

- Plans showing passages and reservation in civil works for electrical works.
- As built drawings showing location of all electrical circuits, panel boards, circuit breakers, equipment, etc.

4.3 Technical Prescription – Conditions for Execution of the works.

4.3.1 Presentation of Materials.

The Contractor shall present for approval samples of the materials, equipment and appliances he intends to install. Installation can only be started when the Employer has given his approval.

4.3.2 Functioning Voltage.

Materials supplied and installed should be rated to function on the standardised voltages of 220V single phase neutral and 380 V three phases or as instructed by the Employer.

4.3.3 Current Breaking Capacity, Short Circuit Current Resistance.

Protection equipment of the various circuits should ensure the breaking of fault current of the point under consideration. Other equipment associated with the process of protection should be able to resist maximum short circuit current during the period that the fault is supplied.

4.4 Workmanship.

The crossing of walls or floor/ceilings will be by means of pipes adequately protected against fires. In addition, tubes for cable work should be plugged during construction to prevent any water (which may come from regular cleaning of the site) from entering the tube.

Cable work for sub circuits shall be run in appropriate PVC or other conduits installed surface or buried as per the Employer's instructions. The derivation of circuits will be done in encased junction boxes, and all junction boxes must be accessible and have removable covers.

4.5 Test and Receptions.

On completion of the works, a pre-reception will be carried out consisting of:

- General verification of the installations of the buildings to ensure that they are functioning well.
- No-load and on-load tests of the networks and equipment.
- Control/detection of over-heating and voltage drop.
- Test to verify the insulation of currents connected between phases and between phase and neutral.
- Control/verification of earth resistance.
- Control/verification of conformity to the project.

Any defects noted will have to be repaired by the Contractor. The provisional reception of the installations will be pronounced only after the contracting parties are in agreement that the project has been well executed and the required guarantee for the necessary retention period provided for by the Contractor.

One year after the provisional reception, a final reception of the installations would be carried out under same conditions as the provisional reception. In addition, the following tests and verifications would be done:

- A verification of the wear of the materials and equipment.
- A control of the fixations.
- Insulation tests.

Where certain parts are replaced, the guarantee will be prolonged.

4.6 Equipment (Material, Appliances and Fittings).

Equipment supplied and works executed must conform to the prescriptions made earlier. In addition, the body of the cabinets must provide the degree of protection prescribed by the various UTE standards, namely:

- Protection of people from parts that are live
- Protection of the materials against penetration by solid bodies and dust,
- Protection of materials against liquids,
- Protection of materials against mechanical damage,
- Protection of material against corrosion.

Current shall be supplied to the distribution main switch box compulsorily through a cut-out and circuit breaker suitably calibrated, the whole assembly together with sub-circuit projections being enclosed in the same metallic cabinet. All equipment installed in the distribution box must be well marked and identified.

Tapping from the terminals of one appliance to supply others is strictly forbidden. Each appliance shall be supplied from a junction box by means of male/female supreme connectors. Where power connectors are used, it shall be necessary to use insulating separators between them. Each connector must be marked with a number corresponding to the plan in the distribution box.

Luminaries shall be preferably selected from those manufactured by MAZDA, LEGRAND or PHILIPS, unless otherwise requested by the Employer.

The earth circuit shall consist of a ringed naked multi-strand copper wire of 29 mm² section at the base of the foundation, and care shall be taken not to bury it inside concrete.

5.4 As-Built Plans.

At the end of the works, the Contractor shall produce and submit to the Employer, detailed as-built plans showing the executed works. Such details would include precise locations of pipes and their joints, stop valves, etc.

Section 6: Joinery Works

6.1 Composition of Works

The works described in this section shall include all wood/metal joinery and iron-monger works as follows:

- The supply and fitting of all security locking and handling devices for doors and windows as described in this section.
- The supply and installation of all metal and/or aluminum profiles for metal joinery works.
- Supply and fitting of timber frames, door shutters, glazing and finishes in accordance with the plans.
- Suspended ceiling in plywood including insulation and all finishes
- All other accessory works necessary for the completion of metal, or timber joinery works.

6.2 Materials

6.2.1 Iron-Mongery:

Surfaces of all castings shall be true, smooth and free from burrs, and all portions of lock mechanism, etc., which come in contact with or bear upon other parts shall be dressed to a true, smooth surface.

All door closers (exterior and interior) shall be guaranteed for a period of one (01) year.

6.2.3 Latch Bolts:-

Latch bolts shall be constructed so that they can in no way work loose, and if washer is rivet head must be full and machine set. All latch and lock bolts not otherwise specified shall be cast bronze.

6.2.4 Screws:

All hardware shall be secured with suitable screws and bolts of same material and finish. Screws for strike and face plates, hinges, sash fasts, transom hardware, windows pole plate, half-mortise brass locks, overhead door holders, and all door check and brackets for same shall be flat-headed counter sunk screws. Screws for all other exposed hardware oval headed. All shall be countersunk, unless distinctly specified otherwise. Screws for butts for exterior aluminium doors shall be stainless steel.

Hardware for metal frames, doors and windows, shall be secured with suitable tap-screws, mill screws and bolts.

All wood screws for securing door butts shall be long enough to secure butts through jamb and into wood stud behind jamb and blocking.

6.2.5 Hubs: -

Even Hubs for knob spindles shall be of cast bronze, finishing flush on each side of case.

6.2.6 Cylinders:-

Cylinders of locks shall be of proper length to fit the doors or drawers for which they are intended. Cylinders for all locks shall be cast bronze using a common standard diameter cast bronze rotating plug. The key way shall be a paracentric type of single section with seven pins or multiple (four or more) section with six pins multiple capable of being master keyed and grand master keyed as specified in the amendments without duplications or interchanges.

6.2.7 Strikes

Strikes for latches shall project sufficiently to properly protect trim. Slots in strike plates shall not be more than 5mm longer than bolts, and less than 6mm will be allowed between slots for latch and bolt.

6.3 Keys

Upon completion of the building and after all locks have been secured in their proper positions, all keys belonging thereto, shall be fitted to and made to work freely in their respective locks, in the presence of an Inspector representing the Employer. Thereupon the required number of keys for each lock, properly marked, shall be delivered to the Employer, who shall give a receipt therefor.

The top face of each key shall be stamped with a letter and number starting with A1 to Z1 and continuing the series of letters and numbers for the maximum of keys furnished. Each series of keys shall be tagged.

6.3.1 Key Schedule

A schedule of the keys shall be furnished in quadruple giving the letter and number of each key and the number or names of the rooms, cases, lockers, etc., for which the keys are intended.

6.4 Samples for Approval

A sample of each and every piece of hardware required shall be submitted for approval as to quality and design. These samples must conform to the requirements hereinafter specified and to the approved samples of the various manufacturers in the office of the Employer. After the samples have been approved, they will be forwarded by the Employer or his representative at the

make a record to the location of each sample. The rest of the hardware furnished for the building shall correspond in all particulars to the approved samples and any articles that fail to do so will be rejected.

6.5 Windows

All windows to be fitted on the building shall be high quality louvered frames in galvanised steel screwed to wooden frames. The dimensions shall be as specified on drawings.

6.6 Wood Joinery Works

6.6.1 Scope

The work under this heading includes generally all interior wood finish, such as doors and frames, transoms, base, skirting board, picture-moulding, cupboards, cases, cabinets, lockers, shelving, fittings for special rooms, etc., and all exterior wood finish as required by the drawings and specification.

6.6.2 Carpenter and Joiner.

Timber:

As much as possible and feasible, all the material specified under this section, shall be the product of one mill. All timber shall be of very good quality and shall be free from sap, shakes, large loose or dead knots, wavy edges, borers, termites and other serious defects; it shall be properly seasoned and holding up to the full scantling after sawing.

For carpentry work timber shall be Mahogany or any other locally obtainable hardwood with similar properties as may be proposed by the Contractor for approval by the Supervising Engineer. The hardwood timber and shall comply with B.S 940 or equivalent.

For joinery work the timber shall be Mahogany, African Walnut, Bete, Makoré, iroko, or other approved timber and shall comply with B.S. 1186.

Wrote Face.

All exposed faces of timber are to be wrote unless specifically shown otherwise on the drawings and 3mm will be allowed from the specified size for each wrote face.

The Contractor shall also submit for approval the sample of the wood to be used for the interior wood finish and a sample of the wood to be used for the face veneer of the doors.

6.6.3 Preparation. -

The preparation of timber is to commence simultaneously with the beginning of the work generally, and should proceed continuously until all the woodwork is to be cut out and framed together as soon as possible after the detailed drawings are received, but not glued or wedged up until ready for fixing.

The joinery work is to be cut out and skeleton framed and stacked outside immediately the Contractor is given possession of the site and has produced and obtained approval for detailed drawings. It is to be carefully stored and protected from the weather but is not to be wedged up until required for fixing in the building. Any portion that wraps or develops shakes or other defects are to be replaced with a new one before being wedged up.

6.6.4 Fixing

The fixing and framing of timber generally hereafter described includes the provision of all necessary glue, nails, screws and other fixing elements to adequately secure the timber in an approved method and as may be directed.

6.6.5 Dimensions

All dimensions are to be taken from the drawings and scheduled data and verified on the buildings, and not from the Bill of Quantities (here provided).

6.6.6 Framing.

Joiner's work is to be executed in the best possible manner properly screwed, temoned, shouldered, wedged, pinned and glued with all exposed faces wrot and sand-papered as required.

All glued joints are to be cross-tongued and all edges, where not moulded, are to be slightly rounded.

All machine made work is to be finished off by hand where required and wrot in the best manner for painting, where applicable.

6.8.2 Skirting

Where shown on the drawings or quantities provide and fix 3cm x 10cm mahogany chamfered skirting glugged to walls and mitred at junctions. Provide all necessary fixings and grounds.

6.9 Flush Doors:-

All doors shall be as described in the particular specification or as indicated on drawings and door schedules.

6.10 Door Frames:-

Unless otherwise specified in the detail drawings, provide 18cm x 5cm rebated frames to all doors and fix to walls with four mild steel holdfasts screwed to back of frame and built into joints of hollow block work with concrete mortar.

Fix feet of all door frames with 1cm x 15cm mild steel rod doweled into frame and floor.

All door frames are to be fixed with faces flushed with the finished plastered surface of the walls. Doors are supplied complete with frames, security locks, architraves, and all finishes.

6.11 Shelving:

Provide 2.5cm shelving to cupboards etc., as shown on the drawing fixed on 5cm x 2.5cm framed galls brackets. All shelving shall be fitted 2.5cm clear of wall face, as shown in detail drawings.

6.12 Material For Interior Finish:-

All interior wood finish shall be made up of thoroughly seasoned, kiln dried woods of the kinds specified.

6.12.1 First quality, clear, plain saw Iroko, Mahogany, Bete, Makoré, etc. flat grain shall be used for all interior wood finish throughout, except as otherwise specified hereinafter or shown on drawings. All this material shall be clear on all exposed faces and edges, free from checks, cracks, or other blemishes that would mark the appearance of the finished wood.

6.12.2 In assembling interior wood work, arrange pieces so that variations in grain pattern are kept to a minimum at all areas. The Contractor shall submit two samples for the use of the painters in making colour samples. He shall also submit three sets or more samples of Iroko, Mahogany and any other hardwood available in Cameroon for approval before starting on any of the millwork. Dimensions of samples shall be 15cm x 13cm and shall be sand-papered smooth.

First quality red or white Iroko or Mahogany shall be used for all interior window frames, trims, and for all wood finish.

- 5.13.3** All finished wood work except that which is specified to be stained and varnished shall be primed on both sides and all edges with white lead and linseed oil before leaving the shop.

The Contractor shall assume full responsibility that all the finished woodwork is completely primed, stained, filled and shellacked as required before applying finishing coats of paint or varnish.

Stain and filler may be applied in one operation, provided that the material to be used is factory mixed and is approved by the Employer before application.

6.13 Plywood:

Where ever plywood construction or veneer panels are required by drawings or specifications, it shall conform with the following requirements:-

Graphic Indication for plywood: Where plies are required by drawings, disregard the measured thickness of the individual plies unless dimensions in figures are given thereon.

6.13.1. Thickness:

All dimensions for thickness, either of plies or overall used in connection with plywood refers to the thickness before sanding.

Wherever 4mm, 6mm or above veneers are required submit visual proof or proof in affidavit form that the material used was the specified thickness before sanding.

6.13.2 Materials

All plywood shall be cabinet grade. Face veneers shall be material specified. The face veneer in all cases shall run the long dimension of the panel and shall be at right angles to the cross-band veneer.

Face veneer shall be same material on both sides. Cross-banding shall be same material on the both sides. Cross-band material shall not be fir.

The material for cross shall be solid and without void. It may consist of strip construction glued together, or be of laminated construction.

6.13.3 Appearance

All plywood shall be G2S (good 2 sides) except tops and backs of fixed cabinets, and suspended ceilings. These tops and backs shall be G1S (good 1 side).

All exposed plywood shall be finished as follows (for doors) and as per details:-

- Face veneer: 6mm, cross-band: 4mm core to be solid with rails framed into stiles.
- Edge strips on sides, top and bottom of doors. (Strips are not required around openings of glass or glass or louvers)
- Thickness 4cm unless otherwise specified.
- Strips are to be glued in a manner to prevent loosening and may be installed before or after the door is assembled.

Document No. 6:
Schedule of unit prices

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET, TUBAH COUNCIL AREA, MEZAM DIVISION, NORTH WEST REGION.

N ^o	DESCRIPTION OF WORK	UNIT	QTY	AMT IN FIGURES	AMT ION WORDS
100	PREPARATORY WORKS AND STUDIES				
101	Site installation	ls	1		
102	Project site board	ls	1		
103	Construction of a site hut for site meeting and construction of the building	ls	1		
104	Construction of temporal fence round the site	ls	1		
105	Sitting out of structure, works execution program and asbuilt plan	ls	1		
200	FOUNDATION				
201	Digging of foundation(footing and tranches)	m ³	17.1		
202	Lean concrete (blinding concrete) dosed 200 kg/m ³	m ³	2.5		
203	Reinforce concrete (Columns , dosed 350kg/m ³	m ³	6.5		
204	Reinforce concrete (footings and ground beams, dosed 350kg/m ³	m ³	5.8		
205	Concrete for other concrete works	m ³	3.3		
206	Backfilling with appropriate soil (compacted)	m ³	20		
300	METAL WORK				
301	Supply and installation of metal mesh	m ²	111		
302	Supply and installation of metal roll up gate (4 m)	Unit	1		
303	Supply and installation of metal gate (1.2 m)	Unit	1		
304	Supply and installation of metallic poles	Unit	24		
400	PAINTING AND DECORATION				
401	Sanding and application of anti rustom metal all metal work	m ²	230		
402	Application of oil paint on metal works	m ²	230		
403	complete Painting of columns and beams	m ²	25		
404	Tree Planting	Ls	1		

Document No. 7:
Bill of quantities and estimates

BILL OF QUANTITIES FOR THE CONSTRUCTION OF A FENCE IN FRONT OF BAMBILI MARKET, TUBAH COUNCIL AREA, MEZAM DIVISION, NORTH WEST REGION.

N ^o	DESCRIPTION OF WORK	UNIT	QTY	UP	AMOUNT
100	PREPARATORY WORKS AND STUDIES				
101	Site installation	ls	1		
102	Project site board	ls	1		
103	Construction of a site hut for site meeting and construction of the building	ls	1		
104	Construction of temporal fence round the site	ls	1		
105	Sitting out of structure, works execution program and asbuilt plan	ls	1		
	SUB TOTAL 500				
200	FOUNDATION				
201	Digging of foundation(footing and tranches)	m ³	17.1		
202	Lean concrete(blinking concrete) dosed 200 kg/m3	m ³	2.5		
203	Reinforce concrete (Columns , (dosed 350kg/m3	m ³	6.5		
204	Reinforce concrete (footings and ground beams, (dosed 350kg/m3	m ³	5.8		
205	Concrete for other concrete works	m ³	3.3		
206	Backfilling with appropriate soil (compacted)	m ³	20		
	SUB TOTAL 500				
300	METAL WORK				
301	Supply and installation of metal mesh	m ²	111		
302	Supply and installation of metal roll up gate (4 m)	Unit	1		
303	Supply and installation of metal gate (1.2 m)	Unit	1		
304	Supply and installation of metallic poles	Unit	24		
	SUB TOTAL LOT 800				
400	PAINTING AND DECORATION				
401	Sanding and application of anti rust from metal all metal work	m ²	230		
402	Application of oil paint on metal works	m ²	230		
403	complete Painting of columns and beams	m ²	25		
404	Tree Planting	Ls	1		
	SUB TOTAL LOT 800				
	TOTAL WITHOUT TAX				

TVA 19.25%	19.25%			
AIR 2.20%	2.20%			
TOTAL WITH TAX				
NET PAYMENT				

Document No. 9:
Schedule of sub-detail of prices