



OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

PROJECT OWNER:

THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

CONTRACTING AUTHORITY:

THE PRESIDENT OF THE NORTH WEST REGIONAL ASSEMBLY

TENDER BOARD:

NORTH WEST REGIONAL ASSEMBLY INTERNAL TENDERS BOARD (NWRAITB)

TENDER FILE N° - 017/ONIT/NWRA/ITB/2025 OF 12 5 MARS 2025
FOR THE CONSTRUCTION OF BUILDINGS AND VARIOUS
LEISURE INFRASTRUCTURE FOR THE PROMOTION OF
TOURISM IN FUDONG-NORTH-WEST REGION
<< BY EMERGENCY PROCEDURE >>

IMPUTATION:

FINANCIAL YEAR 2025

Re 27.03.25

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Document N°. 1

TENDER NOTICE



TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N° 017 /ONIT/NWRA/ITB/2025 OF 12 5 MARS 2025 FOR THE

CONSTRUCTION OF BUILDINGS AND VARIOUS LEISURE INFRASTRUCTURE FOR THE PROMOTION OF TOURISM IN FUDONG-NORTH-WEST REGION

<< BY EMERGENCY PROCEDURE >>

Financing: Public Investment Budget - 2025 assigned to the North West
Regional Assembly.

1. Subject of the Invitation to Tender:

Within the framework of 2025 Public Investment Budget, The President of the North West Regional Assembly, Contracting Authority, hereby launches an Open National Invitation to tender FOR THE CONSTRUCTION OF BUILDINGS AND VARIOUS LEISURE INFRASTRUCTURE FOR THE PROMOTION OF TOURISM IN FUDONG-NORTH-WEST REGION

2. Nature of works:

Works to be done consists of

- 100. PRELIMINARY WORKS
- 200. EARTHWORKS
- 300. FOUNDATION
- 400. EALL AMSONARY
- 500. ROOFING CIELING
- 600. WOOD WORK
- 700. ALUMINUM/METALIC
- 800. TILES WORKS
- 900. PLUMBING AND SANITATION
- 1000. ELECTRICAL INSTALATION
- 1100. PAING AND DICORATION
- 1200. EXTERNAL WORKS

3. Execution deadline

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

4. Lot: This project is in a single lot as below

S/No.	DIVISION	PROJECT
01	BOYO	Construction of Buildings and various leisure infrastructure for the promotion of tourism the North West Region

5. Estimated cost

The estimated cost after preliminary studies

LOT	DIVISION	PROJECT	AMOUNT (ATI)
1	BOYO	Construction of Buildings and various leisure infrastructure for the promotion of tourism the North West Region	40,000,000



6. Participation and origin

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

7. Financing

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

8. Bid bond

The bidder must include in his administrative documents, a bid bond issued by a first-rate financial and insurance establishment approved by the Ministry in charge of Finance (See list in document N°. 12 of the Tender File). The amount is of the table below and valid for Thirty (30) days beyond the date of validity of bids.

LOT	DIVISION	PROJECT	AMOUNT (ATI)	AMOUNT OF BID BOND
1	BOYO	Construction of Buildings and various leisure infrastructure for the promotion of tourism the North West Region	40,000,000	800,000

9. Consultation of Tender File:

The file may be consulted during working hours at **The Services of the Director of General Affaires of the North West Regional Assembly (Tel N° 2 33 36 00 92)**, or online using the address www.marchespublic.cm, as soon as this notice is published.

10. Acquisition of Tender File:

The file may be obtained from the **Services of the Director of General Affaires of the North West Regional Assembly (Tel N° 2 33 36 00 92)**, as soon as this notice is published against payment of the sum of **Fifty-five thousand (55,000) Francs CFA** Francs, payable at the Treasury of the North West Regional Assembly (Block B), representing the cost of purchasing the Tender File.

11. Submission of bids: The method of submission shall be offline or online.

11.1 Offline Submission

Each offer drafted in English or French in Seven (7) copies including One (1) original and Six (6) copies marked as such, should reach the **Services of the Director of General Affaires of the North West Regional Assembly (Tel N° 2 33 36 00 92)**, not later than 17 8 AVR 2025 at 10:00am noon local time and should carry the inscription:



N° 017 /ONIT/NWRA/ITB/2025 OF 12.5 MARS 2025
**<< OPEN NATIONAL INVITATION TO TENDER
FOR THE CONSTRUCTION OF A
TOURIST INFORMATION CENTRE FOR THE NORTH WEST REGION
<<< BY EMERGENCY PROCEDURE>>>>
"To be OPEN only during the bid-opening session"**

11.2. Online Submission

The Tender must be submitted by the Tenderer on COLEPS platform, on or before the

at 11am, a backup of the tender saved in a USB flash or CD or DVD, and must be sent in a sealed envelope with a clean and legible indication (backup copy) bearing the aforementioned label within the time limit.

For the size and format, the maximum size of the document that will be uploaded on the platform and constituting the bidder's offer shall be:

- Five MB for the administrative offer.
- Fifteen MB for the Technical offer.
- Five MB for the financial offer.

Supported format shall include:

- PDF for text documents
- GPEG format for images

The tenderer shall use a compressing software to reduce the size of the files to be uploaded.

12.

Admissibility of bids

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

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

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

12. Opening of bids:

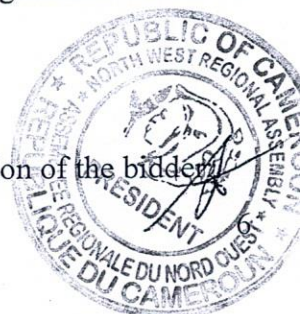
13. The bids shall be OPEN in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the 17 8 AVR 2025 **11.00 am** local time, in the conference hall of the Internal Tenders Board, by its competent members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

14. Evaluation criteria

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

A. Eliminatory criteria

1. Absence or non-conformity of an element in the administrative file not regularized within 48 hours after opening of bids
2. Execution deadline higher than prescribed in the Tender File;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond at the opening of the bids;
5. A bid with the external envelope carrying a sign leading to the identification of the bidder;



6. Incomplete financial file;
7. Non respect of **75%** of essential criteria;
8. Suspended by MINMAP.
9. Submission of insufficient number of copies of bids;
10. Average annual turnover of at least the tendering amount (Average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last five (5) years (from 2020). This should be justified by copies of past contracts (completed or ongoing). Final reception minutes for all completed contracts before 2024 and provisional reception minutes for contracts completed in 2024 should be presented.
11. Failure to provide a backup copy offer on time.
12. Failure to comply with the format of files for offers, submitted online.

B. Essential criteria

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

15. Award

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

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

16. Validity of bids

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

17. Complementary information

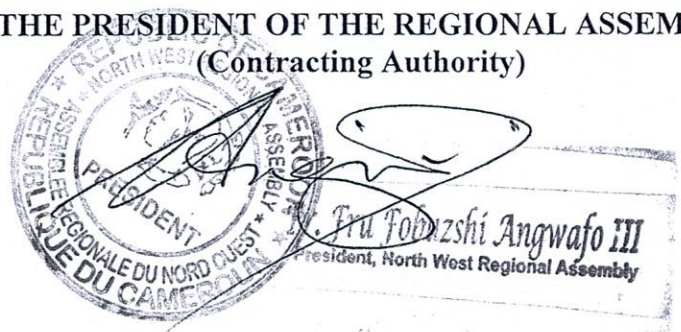
Complementary technical information may be obtained during working hours from the **Services of the Director of General Affaires of the North West Regional Assembly** (Tel N° 2 33 36 00 92).

Done at Bamenda on 12 5 MARS 2025

THE PRESIDENT OF THE REGIONAL ASSEMBLY
(Contracting Authority)

Copies:

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





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

N° 017 / AONO/ARNO/CIPM/202 DU 12 5 MARS 2021 POUR LA CONSTRUCTION DES
BATIMENTS ET LES INFRASTRUCTURES POUR LOISIRE ET LA PROMOTION DU
TOURISME POUR LA RÉGION DU NORD-OUEST
<< PAR PROCÉDURE D'URGENCE >>

Financement : Budget d'Investissement Public 2025 alloué à l'Assemblée Régionale de Nord-Ouest.

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2025, le Président de l'Assemblée Régionale du Nord-Ouest, Autorité Contractante lance un Appel d'Offres National Ouvert Construction des Bâtiments et Infrastructures pour loisiré et la promotion du tourisme pour la région du Nord-Ouest.

2. Consistance des travaux

Les travaux comprennent notamment :

- 100. TRAVAUX PRÉLIMINAIRES
- 200. TERRASSEMENT
- 300. FONDATION
- 400. AMONNEAIRE D'EALL
- 500. TOITURE CIELING
- 600. TRAVAIL DU BOIS
- 700. ALUMINIUM/MÉTALLIQUE
- 800. TRAVAUX DE TUILES
- 900. PLOMBERIE ET ASSAINISSEMENT
- 1000. INSTALLATION ÉLECTRIQUE
- 1100. DOULEUR ET DICORATION
- 1200. TRAVAUX EXTÉRIEURS

3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **quatre (4) Mois**.

4. Allotissement

Ce projet est en un seul lot comme indiqué ci-dessous

S/No.	DEPARTEMENT	PROJECT
01	BOYO	Construction des Bâtiments et Infrastructures pour loisiré et la promotion du tourisme pour la région du Nord-Ouest.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est.

LOT	DEPARTEMENT	PROJECT	AMOUNT (ATI)
1	BOYO	Construction des Bâtiments et Infrastructures pour loisiré et la promotion du tourisme pour la région du Nord-Ouest.	40.000.000



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 Publics du Cameroun de l'exercice 2025 alloué à l'Assemblée Régionale de Nord-Ouest.

8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque ou assurance de premier ordre agréée par le Ministère chargé des finances (Voir liste dans la pièce 12 du DAO). La montant de et dans

Le tableur ci-dessous est valable pendant trente (30) jours au-delà de la date originale de validité des offres.

Lot	Département	Project	Montant (TTC)	Montant de caution provisoire
1	BOYO	Construction des Bâtiments et Infrastructures pour loisiré et la promotion du tourisme pour la région du Nord-Ouest.	40,000,000	800,000

9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables aux **services de Directeur d'Affaire General à l'Assemblée Regional de Nord-Ouest (Tel N° 2 33 36 00 92)** dès Publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables auprès Publication du présent avis aux **services de Directeur d'Affaire General à l'Assemblée Regional de Nord-Ouest (Tel N° 2 33 36 00 92)**, contre présentation d'une quittance de versement au Trésor Public de la somme non remboursable de **cinquante cinq mille (55,000) mille Francs CFA**.

11. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé **services de Directeur d'Affaire General à l'Assemblée Regional de Nord-Ouest (Tel N° 2 33 36 00 92)**, au plus tard le **17 AVR 2025** à 10 h 00, heure locale et devra porter la mention suivante :

« APPEL D'OFFRES NATIONAL OUVERT N° **017** / AONO/ARNO/ARNOCIPM/2025 DU **25 MARS 2025** POUR LES TRAVAUX DE CONSTRUCTION DES BATIMENTS ET LES INFRASTRUCTURES POUR LOISIRE ET LA PROMOTION DU TOURISTIQUE POUR LA REGION DU NORD-OUEST

<< PAR PROCÉDURE D'URGENCE >>

11.2. Pour la soumission en ligne : L'offre devra être transmise par le soumissionnaire sur la plateforme COLEPS au plus tard le **17/8/2025** à 10 h 00, heure locale. Une copie de sauvegarde de l'offre enregistrée sur clé USB ou CD/DVD devra être transmise sous pli scellé avec l'indication claire et lisible « copie de sauvegarde », en plus de la mentionné ci-dessus dans les délais impartis.

Taille et format des fichiers :

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

- 5 MO pour l'Offre Administrative

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

Les formats acceptés sont les suivants :

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

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

12. Recevabilité des offres

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

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

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

13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **17 8 AVR 2025 à 11h 00**, heure locale, dans la salle de conférence de commission Interne de Passation de marché public de l'Assemblée Régionale du Nord-Ouest siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A - Critères éliminatoires

Il s'agit notamment :

- 1- Absence ou non-conformité de document administratif qui ne peuvent pas se régulariser pendant quarante-huit heures après l'ouverture des offres
- 2- Délai d'exécution supérieur à celui prescrit dans le DAO ;
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Absence ou insuffisance de la caution provisoire de soumission ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,
- 7- Le non-respect de 75% des critères essentiels ;
- 8- Suspendu par le MINMAP
- 9- Soumission d'un nombre insuffisant d'exemplaires des offres ;
- 10- Chiffre d'affaires annuel moyen d'au moins le montant de l'appel d'offres (Chiffre d'affaires annuel moyen calculé comme le total des paiements certifiés reçus pour les contrats en cours ou achevés, au cours des cinq (5) dernières années (à partir de 2019). Cela doit être justifié par des copies des contrats antérieurs (terminés ou en cours). Les procès-verbaux de réception définitifs pour tous les contrats achevés avant 2023 et les procès-verbaux de réception provisoires pour les contrats achevés en 2024 doivent être présentés
- 11- De l'absence de la copie de sauvegarde des Offres ;
- 12- Du non-respect du format des fichiers des offres soumises en ligne

B - Critères essentiels

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



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

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

15. Attribution

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

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

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant Quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès du **services de Directeur d'Affaire General à l'Assemble Regional de Nord-Ouest (Tel N° 2 33 36 00 92).**

Fait à Bamenda, le 25 MARS 2025

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

Copie :

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



Document N°. 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, The President of the North West Regional Assembly hereby launches an OPEN National Invitation to Tender N° ____/ONIT/NWRA/ITB/2025 of __/__/2025 FOR CONSTRUCTION OF BUILDINGS AND VARIOUS LEISURE INFRASTRUCTURE FOR THE PROMOTION OF TOURISM IN THE NORTH WEST REGION << BY EMERGENCY PROCEDURE>>
- 1.2 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations which runs from the date of notification of the Administrative Order.
- 1.2 In this Tender File, the term “day” means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

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

- a) The following definitions shall be admitted:
- i) Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a Contract;
 - ii) Is involved in “fraudulent manoeuvres” whoever deforms or distorts facts in order to influence the award or execution of a Contract;
 - iii) “Collusive practices” shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
 - iv) “Coercive practices” shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a Contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this Contract.

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

Article 4: Candidates allowed to compete

- 4.1 If the Invitation to Tender is OPEN, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:
- (a) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.

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

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

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

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

Article 6: Qualification of bidder

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

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

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

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

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

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

- (b) The bid and the Contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-Contracting, the co-Contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-Contracting.

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

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

- Document No. 1. The Tender Notice;
- Document No. 2. The General Regulations of the Invitation to Tender;
- Document No. 3. The Special Regulations of the Invitation to Tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the Contract:
 - a. The execution schedule;
 - b. Model of forms presenting the equipment, personnel and references;
 - c. Model bidding letter;
 - d. Model bid bond;
 - e. Model final bond;
 - f. Model of bond of start-off advance;
 - g. Model of guarantee in replacement of the retention fund;
 - h. Model Contract;

- Document N°. 10. Models to be used by bidders;
a. Model Contract;
Document N°. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
Document N°. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for Public Contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

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

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms

provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

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

b. Volume 2: Technical bid

b.1 Information on qualifications

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

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the Contract

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

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

b.4 Commentaries (optional)

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

c. Volume 3: Financial bid

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

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

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

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

Article 14: Bid price

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

Article 15: Currency of bid and payment

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

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

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

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

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

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

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

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

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

Article 16: Validity of bids

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

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

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

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

Article 17: Bid bond

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

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

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

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

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

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:
 - i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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

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

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

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

Article 20: Form and signature of bid

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3 The bid shall 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 OPEN 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 OPEN prematurely.

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

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

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a

duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them un-open.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The regional Tenders Board shall OPEN the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked “**withdrawal**” shall be OPEN and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder un OPEN. 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 OPEN 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 unOPEN. 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 OPEN 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 OPEN and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be OPEN successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not OPEN and read to the hearing of everyone during the bid- opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid- opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid- opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of Public Contracts an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copy to the body in charge of the regulation of Public Contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

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

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

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

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

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

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

Article 28: Determination of compliance of bids

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

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

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

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

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

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

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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

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

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under

State supervision where they are costed in a competitive manner as specified in the Special Regulations.

- c) By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this Invitation to Tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

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

Article 33: Preference granted national bidders

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

Article 34: Award

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

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

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

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

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

Article 36: Notification of award of the Contract

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

Article 37: Publication of results of award and petitions

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

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

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

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

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

Article 38: Signing of the Contract

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

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

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

Article 39: Final Bond

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

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

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

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

Document N°. 3

SPECIAL REGULATIONS OF THE

INVITATION TO TENDER

Special regulations of the Invitation to Tender

References of the General regulations	General
1	Definition of works: FOR THE CONSTRUCTION OF BUILDINGS AND VARIOUS LEISURE INFRASTRUCTURE FOR THE PROMOTION OF TOURISM IN THE NORTH WEST REGION Name and address of the Contracting Authority: The President of the North West Regional Assembly Reference of Invitation to Tender: N° ____/ONIT/NWRA/ITB/2025 of ____/____/2025
2	Execution deadline: Four (04) Months
3	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2025 Public Investment Budget assigned to the North West Regional Assembly.
4	List of pre-qualified candidates. Not applicable
5	Origin of building materials, equipment, and supplies: The materials will generally be from local materials in Cameroon or imported.

6.1 Evaluation criteria

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

C. Eliminatory criteria

1. Absence or non-conformity of an element in the administrative file not regularized within 48 hours after opening of bids
2. Execution deadline higher than prescribed in the Tender File;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond at the opening of the bids;
5. A bid with the external envelope carrying a sign leading to the identification of the bidder;
6. Incomplete financial file;
7. Non respect of **75%** of essential criteria;
8. Suspended by MINMAP for 2025.
9. Submission of insufficient number of copies of bids
10. Average annual turnover of at least the tendering amount (Average annual turnover calculated as total certified payments received for contracts in progress or completed, within the last five (5) years (from 2020). This should be justified by copies of past contracts (completed or ongoing). Final reception minutes for all completed contracts before 2024 and provisional reception minutes for contracts completed in 2024 should be presented.

D. Essential criteria

- 1- General presentation of the bids;
- 2- Financial capacity;
- 3- References of the company in similar achievements visa by the competent administrative authority;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;

- 8- Attestation of site visit duly signed on honour by the bidder and report of site visit with pictures;
- 9- Special Technical Clauses initialed in all the pages, signed and dated at the last page;
- 10- Special Administrative Clauses completed and initialed in all the pages, signed and dated at the last page.

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

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

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

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 forms provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE TENDER

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

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

5.1 External envelope.

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

<<OPEN NATIONAL INVITATION TO TENDER No ____/ONIT/NWRA/ITB/2025 OF __/__/2025
FOR CONSTRUCTION OF BUILDINGS AND VARIOUS LEISURE INFRASTRUCTURE FOR THE
PROMOTION OF TOURISM IN THE NORTH WEST REGION
"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance. (See list of approved banks on document no 12 of this tender file)
A.5	Purchase receipt of Tender File issued by the Treasury of the North West Regional Assembly.
A.6	A bid bond issued by a first rate-financial institution or insurance establishment approved by the Ministry in charge of Finance in conformity with COBAC conditions as of the table above.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate (Attestation de conformité fiscale) signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of location of the Company signed by the bidder on honour
A.12	Power of attorney if necessary
A.13	Group agreement where applicable
A.14	Special Technical Clauses initialed on all the pages and signed, dated and stamped on the last page.
A.15	Special Administrative Clauses completed and initialed on all the pages, signed, dated and stamped on the last page.

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

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

A. General presentation of bids	
- Presence of all documents	yes/no
- Properly bound.....	yes/no
- Table of content	yes/no
- Separators in colour apart from white.....	yes/no
- Order prescribed respected.....	yes/no
- Clearness of the documents.....	yes/no
TOTAL 1	/6
B. The company references	
References of the company in similar works for the past ten (10) years:	
- 01 certified copy of similar contract visa and legalized by a competent administrative authority equal or above the contract amount FCFA ATI (1 st and last pages) and PV of final reception for works realized before 2024 and provisional reception for works realized in 2024.	yes/no
- 01 certified copy of similar contract visa and legalized by a competent administrative authority equal to or more than 30 million CFA ATI (1 st and last pages) and PV of final reception for works realized before 2024 and provisional reception for works realized in 2024.	yes/no
- 01 certified copy of similar contract visa and legalized by a competent administrative authority below 30 million and above 15 million (1 st and last pages) and PV of final reception for works realized before 2024 and provisional reception for works realized in 2024.	yes/no
TOTAL 2	/3
C. Equipment	
- Proof of ownership or hired of a dump truck	yes/no
- Proof of ownership or hired of a 4x4 pick-up vehicle in good operating condition	yes/no
- Proof of ownership of a vibrator in good operating condition (with road worthiness certificate) ...	yes/no
- Proof of ownership or hired of a concrete mixer of at least 0.5m ³ volume	Yes/no
- Proof of ownership of masonry tool kids	yes/no
- Proof of ownership of electrical tool kid	yes/no
- Prof of ownership of carpentry tool kids	yes/no
- Proof of ownership of plumbing tool kids	yes/no
TOTAL 3	/7
D. Qualification of site personnel	
- Organizational Chart of the enterprise.....	yes/no
- Organizational Chart of site with comments	yes/no

Works Director: Civil Engineer with at least 05 years of working experience	
- Certified Diploma of work Director.....	yes/no
- Attestation of presentation of original diploma works director	
- CV signed and dated by works Director.....	yes/no
- Professional experience of works Director above five years.....*	yes/no
- Attestation of availability duly signed by the works director	yes/no
Site foreman: Senior Civil Engineering technician with at least 05 years of working experience	
- Certified copy of certificate of site foreman.....*	yes/no
- Attestation of presentation of original diploma of site foreman	yes/no
- CV signed and dated by site foreman.....*	yes/no
- Professional experience of site foreman above five years	yes/no
- Attestation of availability of site foreman sign and dated.....	yes/no
Chief builder: BAC in Civil Engineering with at least three years of working experience	
- Certified copy of diploma of chief builder.....*	yes/no
- Attestation of presentation of original diploma of Chief Builder	yes/no
- CV signed and dated by Chief Builder	yes/no
- Attestation of availability of Chief Builder sign and dated ...*	Yes/no
Chief carpenter: BAC in wood work with at least three years of working experience	
- Certified copy of diploma of chief carpenter.....	yes/no
- Attestation of presentation of original diploma of Chief Carpenter ...*	yes/no
- CV signed and dated by Chief Carpenter	yes/no
- Attestation of availability of Chief Carpenter sign and dated ...	Yes/no
Chief Electrician: BAC in Electricity with at least three years of working experience	
- Certified copy of diploma of chief electrician	yes/no
- Attestation of presentation of original diploma of chief electrician *.	yes/no
- CV signed and dated by chief electrician	yes/no
- Attestation of availability of chief electrician sign and dated	Yes/no
Chief Plumber: CAP in plumbing with at least three years of working experience	
- Certified copy of diploma of chief plumber	yes/no
- Attestation of presentation of original diploma of chief plumber ...*..	yes/no
- CV signed and dated by chief plumber	yes/no
- Attestation of availability of chief plumber sign and dated	Yes/no
Chief painter: CAP/trade certificate in painting atleast three years	
- Certified copy of diploma of chief painter	yes/no
- Attestation of presentation of original diploma of chief painter ...*	yes/no
- CV signed and dated by chief plumber	yes/no
- Attestation of availability of chief plumber	Yes/no

TOTAL 4	/31
E. The methodology of intervention and execution of work	
- Attestation of site visit signed by the bidder on honour.	yes/no
- Site Visit report signed and dated by bidder or duly authorised representative with pictures	yes/no
- Detailed technical note on the organization and execution of works...	yes/no
- Coherence synchronized planning of execution of works.....	yes/no
- Coherence of Individual Protection Plan (IPP) within the building site.....	yes/no
- Coherence of the General Security and Safety Plan (GSSP) within the building site...	yes/no
- Description of the socio - environment measures for site protection.....	yes/no
- Coherence in the methodology of execution of works	yes/no
- Coherence in the organization of the site.....	yes/no
-Plan of supply of constructional materials and storage conditions	yes/no
- CCTP dully initialled on each page, signed and dated on the last page	yes/no
TOTAL 4	/11
F- Pre-financing	
Attestation of credibility shall be at least 80% of the bid price.....	yes/no
TOTAL	/1
TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6	/59

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 GAC concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides in the original as in the copies, so as to facilitate its examination

Supply price

ARTICLE 8: Currency of payment

This National Invitation to tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the 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 price schedule is expressed 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 date of submission of bids.

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

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

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

10.2 Final Bond

The final Bond is fixed at two percent (2%) maximum of the initial amount of the services envisaged in the 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 twenty (20) days following the notification of the signature of the Contract from a bank approved by the Minister in charge of Finances.

10.3 Retention Guarantee

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

ARTICLE 11: Period of validity of the offers

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

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

ARTICLE 12: Number of copies of the offer which must be submitted

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

**<< OPEN NATIONAL INVITATION TO TENDER N° ____/ONIT/NWRA/ITB/2025 OF ____/____/2025
FOR THE CONSTRUCTION OF O BUILDINGS AND VARIOUS LEISURE INFRASTRUCTURE
FOR THE PROMOTION OF TOURISM IN THE NORTH WEST REGION
"TO BE OPENED ONLY DURING THE OPENING SESSION"**

ARTICLE 13: Date and latest time of submission of bids

The offers will arrive under closed and seal fold latest ____/____/2025 at 10:00am, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address: **The Services of the Director of General Affaires of the North West Regional Assembly (Tel N° 2 33 36 00 92).** Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

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

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest amount, essentially conforming to the regulations of the Tender File, having satisfied **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account.

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

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

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

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

ARTICLE 16: SITE INSTALLATION

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

- ❖ The President of the North West Regional Assembly or his representative (Chairman)
- ❖ The Contract Engineer, The Regional Delegate MINTP North West or his representative;
- ❖ The Contract Manager or his representative, The Director of General Affairs NWRA
- ❖ The Representative of MINMAP;
- ❖ Beneficiary
- ❖ Contractor
- ❖ The Commissioner of Economic Development North West Regional Assembly

Document N°. 4

SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)

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CHAPTER I: GENERAL

Article 1: Subject of Contract

The subject of this Contract shall be the FOR THE CONSTRUCTION OF BUILDINGS AND VARIOUS LEISURE INFRASTRUCTURE FOR THE PROMOTION OF TOURISM IN THE NORTH WEST REGION

Article 2: Contract award procedure

This Contract is awarded by Open National Invitation to Tender No ____/ONIT/NWRA/ITB/2025 of ____/____/2025.

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

3.1 General definitions (cf. Code)

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

3.2 Security

This Contract may be used as security subject to any form of transfer of the debt.

In this case:

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

3.3 Duties of the Control Mission, Project Manager (Not applicable)

3.3.1 Control Missions [to be specified].

Article 4: Language, law and regulation applicable

1.2 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:

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

Article 6: General instruments in force

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

1. Law No 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No 2019/024 of December 24, 2019 on the General code of Regional and Local Authorities;
4. Law No. 96/12 of 5th August 1996 on the management of the environment;
5. Law No. 2023/019 of 19 December, 2023 on the Financial Regime of the State of Cameroon for the 2025 Financial Year
6. Law No. 2019/024 of December, 2019 on the General Code of Decentralized Territorial Communities.
7. Decree No. 2013/159 of 15 May, 2013 putting in place a special regime on Administrative Control of Public Finances
8. Law No 2016/017 of 14 December 2016 instituting the Mining Code;
9. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;
10. Decree No. 2018/4992/PM of 21 June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;
11. Decree No. 2020/375 of 07 July, 2020 on the General Regulations of Public Accounting.
12. Instruments governing the various professional bodies;
13. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
14. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
15. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
16. Order No 212/A/MINMAP of September 28, 2021 organizing the operation of internal structures for the administrative management of public contracts;
17. Order No. 000007/MINMAP of 01 January..... laying down the procedures for awarding and executing framework agreements
18. Order No. 168/A/MINMAP of August 11, 2021 setting the terms and conditions for the award and execution of design-build contracts;
19. Circular Letter No. 000010/LC/MINMAP/CAB of 22 September 2020, the clarifying the payment documents of the administrative co-contractors to be submitted for visa prior to the Ministry in charge of Public Procurement
20. Order No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
21. Letter No 00006/LC/PR/MINMAP/CAB of 17 August, 2021 clarifying the control of public procurement and specifying the procedures for its exercise to project owners and delegated project owners circular.
22. Circular N° 00000013/C/MINFI of 31/12/2024 on instructions relating to the execution of finance laws, the monitoring and control of the execution of the budget of the state and other public entities, for the 2025 financial year;

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

Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

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

- a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Contract Manager and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.
- b) In case where the Contracting Authority is the addressee: correspondences shall be addressed to: The President of the North West Regional Assembly with copies addressed to the Contract Manager, the Engineer and the Regional Delegation of Public Contract North West.

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

Article 8: Administrative Orders (Article 8 of GAC)

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

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

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

Article 9: Contracts with conditional phases (Article 9 of GAC) Not applicable

- 9.1 This Contract has only one phase for 2024 financial year. At the end of phase one, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

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

CHAPTER II: FINANCIAL CONDITIONS

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

11.1 Final bond

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

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

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

11.2 Performance bond

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

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

11.3 Guarantee of start-off advance

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

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

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

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

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

Article 13: Place and method of payment

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

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

Article 14: Price variation (Article 20 of GAC)

28.1 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.

28.2 Price updating modalities (Not applicable)

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

(Not applicable)

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

(Not applicable)

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

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

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

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

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

The work done shall be evaluated using the unit price.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

19.1 *[indicate, where applicable, the modalities for payment of supplies].*

19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

20.1 The Contracting Authority *may* grant a start-off advance *equal to 20 % of the amount of the Contract.*

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

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

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

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

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)

21.1 Establishment of works executed

Before the 30th of each month, the Contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

21.2 Monthly detailed account

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

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

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

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

The amount of payment on account shall not exceed the value of the technical execution phases carried out.

Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

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

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

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

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

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

A. Penalties for delay

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

- a) One two thousandth ($1/2000^{\text{th}}$) 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

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

- Late submission of final bond;
- Late submission of insurances, shall be one five thousandth ($1/5000^{\text{th}}$) 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;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor shall be one five thousandth ($1/5000^{\text{th}}$) 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the Contract;
 - 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: Roles and responsibilities of the Project Owner (GAC supplemented)

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be Four months (04) Months.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

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

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

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

A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract 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 Contractor shall take out a third-party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

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

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

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

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

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

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

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

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

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

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 Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

35.2 Execution draft

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

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

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

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

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

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

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

Article 37: Implantation of structures

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

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

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

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

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

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

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

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

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

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

CHAPTER IV : ACCEPTANCE

Article 42 : PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

- Contract Manager;
- Contract Engineer;
- Beneficiary
- Contractor.

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

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The President of the North West Regional Assembly or his representative(Chairman)
- 2- The Contract Engineer..... (Secretary)
- 3- The Contract Manager or his representative..... (Member)
- 4- The Stores Accountant of North West Regional Assembly..... (Member)
- 5- The RD MINMAP/NW or his representative..... (Observer)
- 6- The Beneficiary (Member)
- 7- The Contractor or his Representative..... (Observer)
- 8- The commissioner of Economic Development NWRA (Observer)

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

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

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

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

Article 44: GUARANTEE PERIOD.

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

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

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

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

CHAPTER V: SUNDRY PROVISIONS

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

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

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

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

If the Contractor were to raise the issue of force 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 48: Disagreements and disputes (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before *the competent court in the North-West Region of the Republic of Cameroon.*

Article 49: Production and dissemination of this Contract

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

Article 50 and last: Entry into force of the Contract

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

Document N°. 5
SPECIAL TECHNICAL CONDITIONS
(STC)

TECHNICAL SPECIFICATIONS

A-INTRODUCTION

These present technical specifications are aimed at prescribing the norms relative to A PROPOSED PROJECT for the CONSTRUCTION OF BUILDINGS AND VARIOUS LEISURE INFRASTRUCTURE

FOR THE PROMOTION OF TOURISM IN THE NORTH WEST REGION

The different phases of the project shall be realized in conformity with these present technical specifications. The works shall be realized under the strict control of a seasoned civil engineers and competent technicians.

B- METHOD OF EXECUTION OF WORKS

1. FINE AGGREGATE (SAND)

The fine aggregates for the works shall be free from all organic matter of plant or animal origin. The grade shall lie between $0.08 - 2.5mm$ for screed mortar and $0.16 - 5mm$ for all concreting.

2. COARSE AGGREGATE (GRAVEL)

The coarse aggregates shall be well graded ($10/15mm-15/25mm$) and free from all impurities.

3. WATER FOR ALL WORKS.

Water for all works shall be free from all impurities and salt. Connect water to SNEC network if possible.

4. CEMENT.

- The cement to be used for the works shall be CPJ 325 or imported cement which is free from all moisture. The
- cement shall be stored in a dry and well ventilated environment

5. FORMWORK.

The formwork shall be simple and solid. It should be able to support the weight of the concrete and the effect of vibration and should also be watertight. It must be oiled before casting.

1.00 SITE INSTALLATION

The installation works shall comprise of the following:

- Temporary enclosure of the worksite
- Temporary provision of water, light, telephone and toilets on the site
- Provision of a store for the materials

2.00 PREPARATORY/ EARTH WORKS

- **SITE CLEARING.**

This shall consist of:

- Clearing grass on the area for implantation of the building and 10m all-round the site.
- Cutting of trees and digging of the stumps

➤ EXCAVATION AND LEVELING OF THE SITE FOR CONSTRUCTION

This task shall consist of:

- Removal of the vegetable (top) soil with a grader or bulldozer.
- Levelling of the area for the implantation of the structure and 5m all round this area.

➤ FOUNDATION TRENCHES.

The foundation trenches shall be excavated right to the soil with good bearing capacity and the base welled level. These trenches must be approved by the engineer before the continuation of works.

➤ BACKFILLING AND COMPACTION

The soil from the foundation trenches could be used for backfilling if it is of good quality; if not selected or welled graded soil (laterite) from a borrowed pit should be used for this purpose. The backfilling shall be done in successive layers of 20cm, watered, and compacted. The backfilling should also be free from all organic matter, and any rejected soil should be discarded of at a safe site agreed upon.

3.00 FOUNDATION

- **Blinding concrete:** The base of the foundation trenches shall be stabilized with 5cm of concrete dosed at 150kg/m³

➤ Foundation walls & Half columns :

The foundation walls shall be of white stones filled with concrete and reinforced concrete half columns of section 20x20 (or as per indication on the plans) dosed at 350kg/m³.

- The reinforcement shall be stirrups T6 every 15cm + 4HA10 main rods.

- **FLOORING:** The floor shall be of mass concrete of thickness 12cm. The floor shall be finished with a sand cement screed of 4cm thick, dosed at 400kg/m³

4.00 MASONRY/ELEVATION

➤ WALLS, PILLARS AND BEAMS FOR LOW RAISED STRUCTURES

- The walls shall be of cement blocks (15x20x40) bonded with a cement mortar dosed 300kg/m³.
- The reinforced concrete pillars shall be of section 15x15 in the walls and circular pillars of diameter 20 on the verandas. The reinforcement shall be stirrups T6 every 20cm + 4HA10 for pillars of section 15x20 and stirrups T6 every 20cm + 4HA10 for circular pillars of diameter 25, dosed at 350kg/m³.
- The reinforced concrete tie beams shall be of section 15x20 and stirupsT6 every 20cm + 4HA10 and shall be dosed at 350kg/m³.

- The walls of the toilet will be cladded with ceramic tiles to a height of 1.8m.
- **PLASTERING:** This shall be realized with cement mortar having a mix proportion of 400kg/m³ in an average thickness of 2.0cm. The recommended sand for this purpose is medium/soft sand free from all impurities and salt.

5.00 CARPENTRY /ROOFING/CEILING.

- **Rafters:** The rafters shall be of hard wood welled treated and of section 3X12 or 3x15. The braces and the struts shall be double. These rafters shall be welled attached to the structure with the aid of the extension rods from the beams/pillars.
- **Purlins:** They shall be of welled treated hard wood of section 5x8 or 5x15
- **Roofing:** the roofing shall be done with aluminium sheets (tole Bac 5/10). The ridge cap shall be covered with a ridging sheet and the gable ends shall also be closed with aluminium and angle ridging sheets.
- **Fascia;** it shall be 40cm wide and 3cm thick and shall be of hard wood. It shall be coated with aluminium Sheets.
- **Ceiling:** it shall be of ordinary 4mm plywood (Ayou), in section of 60x80 (block format). Provision shall be made for ceiling passage and ventilation.

6.00 METALLIC WORKS

- **Doors.** They shall be according to the specifications on the plans.
- **Windows.** They shall be according to the specification on the plans.
- **Angle bars;** they shall be bars of 30 and shall be placed at all the edges of the veranda.
- **N.B.** The designs for the doors and windows must be approved of by the project owner and the Engineer. Security locks of high quality shall be used

7.00 ELECTRICITY

The electricity installation shall be in conformity with the electrical plan approved of by the electrician. The electrician shall connect the installation to the existing ENEO network in the area in collaboration with the ENEO authority. Flexible orange conduits pipes of adequate diameter shall be used, and must be buried inside the walls (blocks). As a general rule cables of section 1.5mm² shall be used for the lighting circuit while that of sockets shall be of section 2.5mm² and of a recognized mark. Each of the circuit shall be protected by a 10A and 16A fuse respectively.

8.00 PAINTING

All the surfaces to be painted shall be cleaned, and primed with white wash. The painting shall be done in two coats according to the following specification:

- Internal walls with pantex 800
- External walls with pantex 1300 vinyl type

- Wooden and metallic elements with oil paints(glycerol)

The skirting shall be 30cm high and of oil paint (double coat).

9.00 V.R.D (Drainage)

- **GUTTERS.** The gutters shall be realized all-round the building. They shall be in reinforced concrete dosed at 350kg/m³.The section shall be 40cm wide and 30cm deep. The base shall have an average thickness of 8cm and shall be of ordinary concrete, dosed at 400kg/m³ with a slope of 2%.
- **HARD CORE** .The walls of the foundation shall be protected by concreting all-round the foundation.(section 80cm wide and 8cm thick).it shall be realized with ordinary concrete dosed at 300kg/m³

10.00 PLUMBING WORKS

All the waste from the toilet and wash hand basin shall be connected to the septic and soak away pit respectively using PVC pipes passing through inspection chambers as indicated on the plumbing plan.

11.00 SEPTIC TANK AND SOAKAWAY PIT

The septic tank and soak away pit is design to carry 10 users. The standard dimensions for 10 users of a septic tank are specified on the plan of the septic tank.

12.00 PROTECTION OF THE ENVIRONMENT & SECURITY MEASURES

Rules and Regulations to be observed

During the execution of the project, the norms for the protection of the environment shall be scrupulously respected. The following measures shall be observed :

- Waste materials shall be discarded in such a way as to avoid polluting in the environment. It must be on a site agreed on by the COUNCIL.
- Ensure security of workers and neighbors during execution of works by delimiting or enclosing the work area.
- Evacuate all products of grass cutting and bush clearing, tree cutting and dirt's, debris and any other waste to a place agreed on by the council
- Sensitize workers on environmental issues and dangers of fires around the work site.
- The parking store shall be kept clean.
- The materials shall be deposited in a manner to avoid the blockage of the drainage system.
- Other rules and regulation to be observed by all the workers, geared at protecting the environment shall include the prohibition of the following :
 - Consumption of alcohol during working hours.
 - Smoking carelessly during working hours.

- Defecating or urinating carelessly around the work site meaning that there should be a toilet for workers.
- Throwing of toxic products into the streams.
- Throwing of vehicle product on the ground (petrol, gas oil etc.)
- Cooking of food at the worksite etc.

Similarly the workers shall also be advised to respect the customs of the people (the country Sundays etc.) and to protect themselves against the spread of STD/AIDS.

Non respect of any of these rules can lead to automatic dismissal of the worker.

As security measures, helmets, gloves and solid shoes shall be provided to all the workers to guard against accidents. We shall also make available a FIRST AID BOX at the site to offer 1st Aid treatment to workers in case of any accident or fever.

BILL OF QUANTITIES FOR THE DEVELOPMENT OF THE CHIMNI FALL TO A TOURISTIC SITE IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION

LOT 1 - SUPERSTRUCTURE

SN	BILL OF QUANTITIES FOR THE DEVELOPMENT OF THE CHIMNI FALL TO A TOURISTIC SITE IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION					UNIT PRICE IN FIGURE
	ITEM	DESCRIPTION	UNIT	Q'TY	UNIT PRICE IN WORDS	
	IN	100: PRELIMINARY WORKS				
	101	Installation of project information board, fencing of site and site office	ff	1		
	102	Environnemental impact notice	ff	1		
	103	Studies (execution planning, report of execution etc)	ff	1		
	104	Clearing of the site	m ²	1100		
		SUBTOTAL 100				
		LOT 1: TERACING WORKS				
		100: EARTH WORKS				
	101	Land teracing of average height of 0.8m (L=40m and width of 6m)	m ³	192		
	102	Teracing of steps at 2m width	m ³	6.6		
		SUBTOTAL 300				
		200: MASONARY WORKS				
	201	Construction of a retaining wall with stone masonry with cement mortar dosed at 300kg/m ³ of 1.7m height below the teraced surface	m ³	20.825		
	202	Construction of a retaining wall with stone masonry with cement mortar dosed at 300kg/m ³ of 1.3m height above the teraced surface	m ³	15.925		
	203	Construction of steps with stone masonry with cement mortar dosed at 300kg/m ³ of 1.3m height above the teraced surface	m ³	14.4		
	204	Reinforced concrete for the intermidiate pillars and chaining beams dosed 350kg/m ⁴	m ³	5.05		
	205	Mass concrete for the teraced surface and the steps dosed at 300kg/m ³ with a thickness of 8cm	m ²	182.0		
	206	Provision and placing of Reinforced Concrete public benches	U	10		
	207	Pavement of the access road with pavement bricks	m ²	248		
	208	Construction of reinforced concrete buckaroos	LS	3		
		SUBTOTAL 400				
		300:METALLIC WORKS				
	301	Provision and placing of guard rails of 1.2m height with GI pipe 50mm	ML	42		
	302	Provision and placing of hand rails f 1.2m height on the steps	ML	48		
	303	Provision of sheds on the public benches with tole lisse 9/10 welded at the to of shaped GI pipe 50mm	U	10		
		SUBTOTAL 500				
		S U M M A R Y				
		100: EARTH WORKS				
		200: MASONARY WORKS				
		300:METALLIC WORKS				
		TOTAL LOT 1				

LOT 2: CONSTRUCTION OF A STORE/BAR					
100: PRELIMINARY AND EARTH WORKS					
101	Site clearance	M2	60		
102	Setting out of the structure	LS	1		
103	Excavation of trenches	M3	6.24		
104	Back filling and compaction	M4	11.9		
200: FOUNDATION WORKS					
201	Blinding concrete (5CM dosed at 150kg/m ³)	m ³	0.48		
202	Foundation in stone masonry or frog filled blocks of (20x20x40)	m ³	5.46		
203	R.C. for footings and ground beams dosed at 350kg/m ³	m ³	1.12		
204	Mass Concrete floor (8cm thick dosed at 350kg/m ³)	m ²	42		
SUBTOTAL 300					
300: WALL MASONRY					
301	Blocks of 15x20x40 for the gable end	m ²	96		
302	Scrapping of walls and endering with cement mortar dosed at 350kg/m ³	m ²	192		
303	R.C. for pillars, lintels, and beams dosed at 350kg/m ³	m ³	2.24		
304	Sand/Cement screed for floors	m ²	42.0		
305	40x40cm x5mm thick ceramic floor tiles fixed to sand/cement backing on rooms, corridors, kitchen and sit-out	M3	42		
306	Mosaic tile for all water closet floors	M2	3.6		
307	20x30x5mm thick ceramic wall tiles fixed to sand/cement backing on all water closets	M2	10.8		
SUBTOTAL 400					
400: ROOF					
401	Truss (complete + Purlins + Noggings, King-post = 200cm)	U	4		
402	Ceiling in 4mm thick (red plywood on both sides)	m ²	42.0		
403	Ceiling at the eaves with smooth zinc (tole lisse)	m ²	15.6		
404	Aluminum roofing sheets (tole bac 035mm)	m ²	146.615		
405	Fascia board (Tole bac 5/10mm of 30cm height) including lining	ml	26		
406	Angle sheets of 50cm large	ml	0		
407	Aluminium ridge cap	ml	12.4		
408	Ventilation of roof (pre-fabricated) at the eaves	U	0		
SUBTOTAL 500					
500: JOINERY					
501	Metal door of 90x210 (with PACO and two pad locks) complete with 02 internal bolts each	U	1		
502	Window protectors (120X110)cm	U	2		
503	Alluminium glass windows (120X110)cm including all accessories	U	2		
	Guard rails for the verand	ml	14		
SUBTOTAL 600					
600: PLUMBING					

601	Water supply network including all piping, fittings and all other accessories necessary for a proper connection	LS	1		
602	Waste evacuation net work done on acceptable norms including all pipes, fittings and all other accessories for proper waste evacuation	LS	1		
603	Supply and fixing of toilet pots	UNIT	2		
604	Supply and fixing of low step toilets	UNIT	-		
605	supply and fixing of shower stand with a drainage hole	UNIT	2		
606	Supply and fixing of wash hand bassins	UNIT	2		
607	Supply and fixing of urinary	Unit	2		
608	Supply and fixing of towel hangers	Unit	2		
609	Supply and fixing of toilet paper holder	Unit	2		
610	Supply and fixing of soap holder	Unit	2		
611	Supply and fixing wall mirrors	UNIT	2		
612	Inspection chambers	UNIT	2		
613	Construction of a tower in reinforced concrete	LS	1		
614	Purchase and installation of a 3m3 plastic reservoir including all other suggestions	UNIT	1		
615	Construction of septic tank, and soak away pit including all suggestions	UNIT	1		
Sub/Total lot 600					
700: ELECTRICAL INSTALLATIONS					
701	Conduit pipes	roll	0.5		
702	Cables V.G.V 1.5mm ² for lighting	roll	1		
703	Cables TH 2.5 mm ² for power sockets	roll	1		
704	Fluorescent lamps 4ft complete	U	4		
705	Fluorescent lamps 2ft complete	U	0		
706	Switches built-in,two way double gang	U	2		
707	Switches built-in,one way single gang	U	0		
708	Switches built-in,two way single gang	U	0		
709	Power Sockets built-in	U	4		
711	Complete earthing of the structure(copper cable 3m, earth rod 1m etc)	ff	1		
712	6-ways domestic consumption unit (6-way linesFuse box) + Provision to external network.	ff	1		
SUBTOTAL 700					
800: PAINTING					
801	Two coats of crystal white glue paint on ceiling	m ²	107		
802	Priming coat in ordinary paint (National paint)	m ²	192		
803	Two coats of water based paint on internal walls (Pantex 800)	m ²	102		
804	Two coats of water resistant paint on external walls(Pantex 1300)	m ²	90		
805	Oil paint on metallic doors, window protectors (Coffee Brown) & skirting (coffee brown, up to window level from the floor , internally and externally)	m ²	96.00		
SUBTOTAL 800					
900: EXTERNAL WORKS					

901	Rain water (run-off) gutters 35x40cm	ml	26.00	
902	Construction and Concreting of external veranda (behind)	m2	25.11	
903	Concrete slab on gutter at entrances (1.2m wide).	u	1	
904	Concrete ramps (1.2m wide).	u	1	
SUBTOTAL 900				
S U M M A R Y				
100: PRELIMINARY AND EARTH WORKS			141,650	
200: FOUNDATION WORKS			951,500	
300: WALL MASONARY			2,789,600	
400: ROOF			1,376,983	
500: JOINERY			540,000	
600: PLUMBING			2,688,004	
700: ELECTRICAL INSTALLATIONS			382,500	
800: PAINTING			883,000	
900: EXTERNAL WORKS			392,105	
TOTAL LOT 2			10,145,342	
GRAND TOTAL HT			33,542,977	
TVA (19.25%)			6,457,023	

Document N°. 7
BILL OF QUANTITIES AND ESTIMATES

BILL OF QUANTITIES FOR THE DEVELOPMENT OF THE CHIMNI FALL TO A TOURISTIC SITE IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION

LOT 1 - SUPERSTRUCTURE

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	102	Environnemental impact notice	ff	1		
	103	Studies (execution planning, report of execution etc)	ff	1		
	104	Clearing of the site	m ²	1100		
		SUBTOTAL 100				
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	205	Mass concrete for the teraced surface and the steps dosed at 300kg/m ³ with a thickness of 8cm	m ²	182.0		
	206	Provision and placing of Reinforced Concrete public benches	U	10		
	207	Pavement of the access road with pavement bricks	m ²	248		
	208	Construction of reinforced concrete buckaroos	LS	3		
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		SUBTOTAL 500				
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