

FC: 01619/25/SAS/COU/CRR/NW

DAD

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

NORTH WEST REGIONAL TENDERS
BOARD

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

COMMISSION REGIONAL DE
PASSATION DES MARCHES PUBLICS
NORD OUEST

TENDER
FILE

OPEN NATIONAL INVITATION TO TENDER
No. 012/ONIT/NWRTB/GOV-NWR OF 29 ^{AVR} 2025 FOR
THE CONTINUATION OF THE CONSTRUCTION
WORKS OF THE REGIONAL DELEGATION OF SOCIAL
AFFAIRS (MINAS) NORTH WEST (PHASE III).

DELEGATED CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH
WEST REGION

AUTHORISING OFFICER: THE REGIONAL DELEGATE OF SOCIAL AFFAIRS
NORTH WEST

FUNDING: BIP 2025 (MINAS)

IMPUTATION:

AUTHORISATION: JA07388

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DOCUMENT N°01: TENDER NOTICE

TENDER NOTICE

DOCUMENT 1.A ENGLISH VERSION

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

**NORTH WEST REGIONAL TENDERS
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SECRETARIAT GENERAL

**COMMISSION REGIONAL DE
PASSATION DES MARCHES PUBLICS
NORD OUEST**

TENDER NOTICE

29 AVR 2025

“OPEN NATIONAL INVITATION TO TENDER
No. 012/ONIT/NWRTB/GOV-NWR OF ___/___/2025” FOR THE
CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL
DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).

1 – SUBJECT OF THE INVITATION TO TENDER

The GOVERNOR OF THE NORTH WEST, (Delegated Contracting Authority) within the framework of the 2025 BIP Budget hereby **launches** an open national invitation to tender **FOR THE CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).**

LOTS	Subject	Place	Bid Bond	Tender Fee	Estimated cost of project
01	CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).	BAMENDA I SUB DIVISION, MEZAM DIVISION, NORTH WEST REGION	1,000,000	65,000	50,000,000

2 – NATURE OF SERVICE:

100: CONTINUATION OF THE CONSTRUCTION WORKS MINAS

3 – PARTICIPATION:

Participation in this invitation to tender is open to all registered and qualified enterprises of the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in Public works (construction domain especially CIVIL ENGINEERING) who are registered on the COLEPS platform

4 – FINANCING:

This project shall be financed by BIP for MINAS 2025.

5- LOT:

The Job shall be executed in phases

6 – ESTIMATED COST OF PROJECT

The provisional amount for the whole project stands at (50,000,000) FCFA

7 – EXECUTION DEADLINE:

The deadline for the completion of the works shall be four (04) months, with effect from the date of notification of the service order bearing information to start works.

8 - CONSULTATION

The tender documents are available for consultation at the North West Governor's office during working hours. **ROOM 108. TELL: 233361941/652582344** as soon as the notice is published. It can equally be consulted online on COLEPS platform at www.marchepublic.cm

9 - ACQUISITION OF TENDER FILE:

The file may be obtained from the Governor's office room 108, tel 233361941/652582344 upon presentation of a receipt showing payment of a non-refundable sum of **65,000** FCFA payable at a public treasury representing the cost of purchasing the tender file. The original copy of this receipt shall be included in the bidder's documents. On procuring the tender documents (DAO), bidders shall be duly registered with their full addresses indicating: P.O. Box; Fax; and Telephone numbers. It is equally possible to obtain the electronic version of the Tender file by downloading it through the above indicated address

10 – BID BOND

Each bidder must include in his administrative documents, a bid bond that respects the model of this tender file, issued by a banking establishment approved by the Ministry in charge of Finance at an amount of 1000,000 FCFA (ONE MILLION FRANCE CFA). Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and those of successful bidders shall be retained until the required performance guarantee for good execution is provided. The validity period for the Bid Bond shall be 30 days.

11 – SUBMISSION METHOD

The mode of submission selected for this consultation is online

12- SUBMISSION OF BIDS

The submission is done electronically. The bid should be forwarded by the tenderer on the COLEPS platform or any other means of electrical communication indicated by the project owner not later than ----
~~22~~/ ~~05~~ / 2025 at 11am prompt. A backup copy of the bid registered on USB key should be forwarded

in a sealed envelope with the clear and legible indication “ backup copy”, in addition to the above label, within the allocated deadline.

NB file size and format

For online bidding, the maximum sizes of the documents that will transit on the platform and constitute the tenderer’s offer are the following;

- 5MB for the Administrative file
- 15MB for the Technical offer
- 5MB for the financial offer

The following formats are acceptable

- PDF format for text documents
- JPEG for images

The applicant shall use compression software to possibly reduce the size of the files to be transmitted according to the sizes indicated above.

NB the original of the BIDs should be presented during the online opening session.

The sealed pack (*Backup copy of the bid*) shall bear the following inscriptions:

**<< OPEN NATIONAL INVITATION TO TENDER
NO .012/ONIT/NWRTB/GOV-NWR/2025 OF __/__/2025**

**CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION
OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).**

(To be opened only during bids opening session)

13 - ADMISSIBILITY OF BIDS:

At the risk of being rejected, all documents shall be originals or certified true copies by the authorized issuing service or administrative authorities (Senior Divisional Officers, Divisional Officers) presented in accordance with the Special Regulations of this invitation to tender. None of these should be more than three (3) months old as from the date of submission of offers, without double certification and not falsified. These shall be separated by coloured separators from each other. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared inadmissible.

NB: The successful bidder shall during site installation present the originals of the respective documents for strict verification of their authenticity.

14- EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following

A) *Eliminatory Criteria.*

- Failure to produce or replace an element of the administrative file other than the bid bond within forty eight hours in the case of absence or non-conformity of this document;
- Deadline for delivery higher than prescribed
- False declaration or falsified documents
- Absence or insufficient bid bond
- A bid with an external envelope carrying a sign or mark leading to the identification of the bidder
- Incomplete financial file
- Change of quantity or unit
- Non respect of 75% of essential criteria
- Offer above the provisional amount
- Suspension from public contracts by MINMAP in 2024
- Non respect of tender model

B) Essential Criteria.

The preliminary evaluation shall be binary and based on

General presentation of the bids
Experience of the enterprise.
Quality of personnel and management of the company
Attestation and report of site visit
Technical equipment
Special Technical clauses initialed in all the pages and the last page signed
Special Administrative Clause completed and initialed in all the pages and signed, stamped and dated.
Methodology for the execution of works
Financial capacity and other financial bearings

15 – OPENING OF BIDS:

The offers shall be opened at the North West Regional Tenders Board in a single phase on the 22 / 05 /2025 at **12:00noon** local time in the governor's conference hall in the presence of bidders or their representatives who have full knowledge about the bids submitted. **ONLY BIDDERS** or their duly authorised representatives with a sound knowledge of their bids shall attend the bid opening session. Any bid that shall not comply with the requirements of the tender file shall be rejected.

16 – AWARD OF CONTRACT.

The contract shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest realistic bid and technical quality. (See article 33 of the public contracts code)

17 – VALIDITY OF BIDS:

Bidders will remain committed to their bids which shall be valid for a period of ninety (90) days with effect from the deadline for the submission.

18 – COMPLEMENTARY INFORMATION:

Complementary technical information may be obtained during working hours from the Governor's office for the North West Region in Bamenda room 108, TELL: 233361941/652582344

Bamenda, the..... **29 AVR 2025**

THE GOVERNOR
(Delegated Contracting Authority)

COPIES :

- RD MINAS
- ARMP Bamenda (for publication and filing)
- RD MINMAP NORTH WEST (for filing)
- CHAIR PERSON NWRTB
- NOTICE BOARDS
- CHRONO



**FOR THE GOVERNOR
AND BY DELEGATION
THE SECRETARY GENERAL**

Saidouna Ali
Administrateur Civil Principal

AVIS D'APPEL D'OFFRES

DOCUMENT 1.B FRENCH VERSION

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

**NORTH WEST REGIONAL TENDERS
BOARD**



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

**COMMISSION REGIONAL DE
PASSATION DES MARCHES PUBLICS
NORD OUEST**

AVIS D'APPEL D'OFFRES

29 AVR 2025

“APPEL D'OFFRES NATIONAL OUVERT

**No. 012/ONIT/NWRTB/GOV-NWR OF __/__/2025” POUR LA POURSUITE
DES TRAVAUX DE CONSTRUCTION DE LA DELEGATION REGIONALE DES
AFFAIRES SOCIAES, REGION DU NORD- OUEST.**

1 –OBJET DE L'APPEL D'OFFRES

Le GOUVERNEUR DU NORD-OUEST, (Maitre d'Ouvrage) dans le cadre du Budget
BIP 2025 lance un appel d'offres nationale ouvert **POUR LA POURSUITE DES
TRAVAUX DE CONSTRUCTION DE LA DELEGATION REGIONALE DES
AFFAIRES SOCIAES, REGION DU NORD- OUEST.**

LOTS	Matière	Place	Cautionne ment de Soumission	Frais d'appel d'offres	Coût estimatif du projet
01	POUR LA POURSUIE DES TRAVAUX DE CONSTRUCTION DE LA DELEGATION REGIONALE DES AFFAIRES SOCIAES, REGION DU NORD- OUEST.	BAMENDA I, DEPARTMENT DE LA MEZAM REGION DU NORD-OUEST	1,000,000	65,000	50,000,000

2 –NATURE DES PRESTATIONS:

100: LA POURSUITE DES TRAVAUX DE CONSTRUCTION DE LA DELEGATION REGIONALE DES AFFAIRES SOCIALES, REGION DU NORD- OUEST.

3 –PARTICIPATION:

La participation au présent Appel d'Offres est ouvert à tous les immatriculés du Cameroun, disposant des capacités financières, techniques et nécessaires (domaine de la construction notamment des GENIE CIVIL). Qui est enregistré sur la plate form de COLEPS

4 – FINANCEMENT:

Ce projet sera financé par le BIP MINAS 2025.

5- PHASES:

Les travail bien être exécuté en une phase.

6 – COÛT ESTIMÉ DU PROJET

Le montant prévisionnel après études s'élève a 50,000,000 CFA F

7 –DÉLAI D'EXÉCUTION:

Le délai d'exécution des travaux est de QUATRE (4) mois a compte de la date de notification de l'ordre de service portant information de démarrage des travaux.

8 –CONSULTATION

Les document d'appel d'offres sont disponibles pour consultation au bureau du Gouverneur du Nord-Ouest pendant les heures ouvrables. **Porte 108, Tel: 233361941/652582344**

9-ACQUISITION DU DOSSIER D'APPEL D'OFFRES:

Le dossier peu être obtenu auprès du bureau du Gouverneur sur présentation d'un reçu ou le paiement de la somme de 65,000cfa payable à un trésor public.

10 –GARANTIE DE SOUMISSIONS

Chaque soumissionnaire doit joindre à ses pièces administrative, une caution de soumission conforme au modèle du present dossier d'appel d'offres, délivrée par un établissement bancaire agréé par le Ministère chargé des Finances d'un montant de 1000,000FCFA (un million). Les cautions de soumission des soumissionnaires non retenus seront retirées au plus tard quinze (15) jour après l'attribution du marché et celles des soumissionnaires retenus seront conservées jusqu'à ce que la garantie de bonne exécution exigée soit fournie. La période de validité de la caution de soumission est de 30 jours.

11– MODE DE SOUMISSION

Des offres se font par voie électronique

12 -SOUMISSION DES OFFRES

Les soumission est faite électroniquement . les offres sont fournies sur la plate forme de COLEPS ou sur toute autres voies de communication électronique indiquée par le maître d'ouvrage avant le date du --
22/05 /2025 a 11 heures précises.

Les offres administratif, techniques et financiers (Backup) fournies également a la meme date et a la meme heure

NB taille et format

- 5MB pour les documents administratifs

- 15MB pour les documents en techniques
- 5MB pour les documents financiers

Les soumissionnaires droit utiliser l'application devant les pemettre de reduire les offers produites
NB les documents originaux douvent etre presents du cours de la phase d'ouverture des offres

L'emballages cellé (backup de offres) portera les inscriptions suivantes

(APPEL D'OFFRES NATIONALE OUVERT)
NO .012/ONIT/NWRB/GOV-NWR/2025 DU ___/___/2025

**POUR LA POURSUITE DES TRAVAUX DE CONSTRUCTION DE LA
DELEGATION REGIONAL DES AFFAIRES SOCIAES, REGION DU NORD-
OUEST.**

(Aouvrir uniquement lors de la séance d'ouverture des plis)

13-RECEVABILITE DES OFFRES:

Sous peine d'être rejetes, tous les documents devront etre des originauxou des copies certifies conformes par le service emetteur habilite ou les autorites administives (préfets, Souspréfets) presents conformement au Reglement Particulier du present Appel d'offres. Aucune de celles-ci ne devra dater de plus de trois (3) mois a compter de la date de depot des offres, sans double attestation et non falsifiée. Ceux-ci doivent être séparés les un des autres par des séperateur de couleur. Toute offre non conforme aux prescriptions du présentavis et dossier d'appeld'offres sera declare irrecevable.

NB: L'adjudicataire devra presenter lors de l'installation sur site les originaux des documents respectifs pour une stricte vérification de leur authenticité.

14-CRITÈRES D'ÉVALUATION:

La conformité de l'offre sera évaluée selon les critères suivants

A) *Critères éliminatoires*

- Défaut de production ou de remplacement d'un élément du dossier administrative en d'hors de cautionnement de soumission dans les quarante-huit heures en casd'absence ou de non-conformité de ce document,
- Délai de livraison supérieur à celui prescrit
- Fausse declaration ou documents falsifiés
- Absence ou insuffisance de cautionnement de soumission
- Une offre avec une enveloppe extérieure portant unsigne ou une marque permattant l'identification de l'enchérisseur
- Dossier financier incomplet
- Changement de quantitéou
- d'unité Non respect de 75% des critères essentiels
- Offre supérieure au montant proviso ire
- Suspension des marché public par MINMAP en 2024
- Non respect du modele d'appel d'offres

B) Critères essentiels.

L'évaluation préliminaire sera binaire et basée sur :

Présentation générale des offres
Expérience de l'entreprise
Qualité du personnel et de la gestion de l'entreprise
Attestation et rapport de visite de chantier
Equipement technique
Clauses techniques particulières paraphées dans toutes les pages et la cachet et datées
Clauses administrative particulières complétées et paraphées dans toutes deniers page signé, tamponné et daté.
Methodologie d'exécution des travaux
Capacité financière et autre appuis financiers

15 –OUVERTURE DES OFFRES:

Les offers seront ouvertes à la Commission Régional des Appels d'Offres du Nord-Ouest en une seule fois le 22/05/2025 à **12h00heure** local dans la salle des conférences du Gouverneur en présence des soumissionnaires ou de leurs représentants ayant pris connaissance des offers présentées. Seuls les SOUMISSIONNAIRES ou leurs représentant dû mentmandatés ayant une bonne connaissance de leurs offers pourront assister à la séance d'ouverture des plis. Toute offre non conforme aux exigences du dossier d'appeld'offres sera rejetée.

16 –ATTRIBUTION DE L'ORDRE DE MARCHE:

L'ordre de commande / marché est attribué au soumissionnaire dont l'offre est conforme aux dispositions du dossier d'appel d'offres et sur la base de l'offre realiste et de qualité technique la plus basse (voir article 33 du code des marchés publics)

17–VALIDITE DES OFFRES:

Les soumissionnaires resteront engagés par leurs offres qui seront valables pendent une durée de quarante-vingt-dix (90) jours à compter de la date limite de dépôt.

18 –INFORMATIONS COMPLEMENTAIRES:

Des informations techniques complémentaires peuvent être obtenues pendent les heures ouvrables auprès du service de Gouverneur du Nord Ouest, **porte 108, Tell: 233361541/652582344**

29 AVR 2025

Fait a Bamenda le.....

LE GOUVERNEUR
(Autorité Contractante Delegee)

COPIES :

- DR /MINAS
- ARMP Bamenda(pour publication et archivage)
- DR/ MINMAP NORD OUEST(pour le dépôt)/NW
- TABLEAUX D'AFFICHAGE
- CHRONO



**FOR THE GOVERNOR
AND BY DELEGATION
THE SECRETARY GENERAL**

Saidouna Ali
Administrateur Civil Principal

**Document No. 2:
General Regulations of the Invitation to
Tender**

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

1.1 The Delegated Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an Open National Invitation to Tender for the construction works described in the Tender File and briefly described in the Special Regulations.
The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.

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

1.3 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 financed by BIP for 2025 (MINAS)

Article 3: Fraud and corruption

3.1 The Delegated 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 Delegated 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 them.

Article 4: Candidates allowed for competition.

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 Delegated 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 Delegated 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 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; and
- (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 Delegated 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 establish 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 letter of invitation to tender;
- Document No. 2. The tender notice;
- Document No. 3. The General Regulations of the invitation to tender;
- Document No. 4. The Special Regulations of the invitation to tender;
- Document No. 5. The Special Administrative Conditions;
- Document No. 6. The Special Technical Conditions;
- Document No. 7. The schedule of unit prices;
- Document No. 8. The bill of quantities and estimates;
- Document No. 9. The sub details of unit prices;
- Document No. 10. Model documents of the contract:
 - a. The execution schedule;
 - b. Model of forms presenting the equipment, personnel and references;
 - c. Model bidding letter;
 - d. Model bid bond;
 - e. Model final bond;
 - f. Model of bond of start-off advance;
 - g. Model of guarantee in replacement of the retention fund;
 - h. Model contract;

Document No. 11. Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts.

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 Delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the Delegated

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 Delegated 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 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 Delegated Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

9.4 The Delegated 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 Delegated 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 Delegated 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 Delegated 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 Delegated 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

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

The prices shall be in FCFA

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 Delegated Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Delegated Contracting Authority as not being in compliance.

- 16.2 Under exceptional circumstances, the Delegated 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.

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 Delegated 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 Delegated 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.

- 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 Delegated Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Delegated 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 Delegated Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The tenders Board shall open the envelopes in single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which

were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Delegated Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

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

Article 27: Clarifications on the bids and contact with the Delegated 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 Delegated 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 Delegated 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.
However prices shall be in FCFA

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 Delegated 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 Delegated 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 Delegated 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 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 Delegated Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

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

Article 36: Notification of award of the contract

At the expiry of the validity of the bids set in the Special Regulations, the Delegated 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 petition

37.1 The Delegated 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 Delegated 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 Delegated 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

38.2 The Delegated 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 Delegated 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 is 3% 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 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° 03: THE SPECIAL REGULATIONS
GOVERNING THE INVITATION TO TENDER**

CONTENT

- Article 01: Definitions and duties under the invitation to tender
- Article 02: Purpose of the invitation to tender
- Article 03: Conditions for participation
- Article 04: Funding
- Article 05: Duration for execution of the contract
- Article 06: Constituent documents of the tender file
- Article 07: General requirements of the invitation to tender
- Article 08: Content of bids
- Article 09: Presentation of bids
- Article 10: Submission of bids
- Article 11: Duration of validity
- Article 12: Compliance of bids with the tender file
- Article 13: Opening and assessment of bids
- Article 14: Award of the contract
- Article 15: Clarifications on the tender file
- Article 16: Amendments to the tender file
- Article 17: Notification of award of the contract

Useful information to enterprises

The Special regulations governing the invitation to tender provide instructions to bidders and set the general conditions for the award of the execution of the continuation of the construction works of the regional delegation of social affairs (MINAS) North West (phase III).

The general conditions for payment of the works executed are set out in the Special administrative conditions governing the tender file.

All the works are defined in compliance with the specifications, estimates and plans provided in this tender file.

Observations:

- Bidders are advised to visit and inspect the work-site and its surroundings to obtain at their own cost, any information that may be necessary in preparing the bid and executing the works. Costs of the visit to the site shall be born by the bidder.
- The Delegated Contracting Authority may organize a visit to the work-site dedicated for the preparation of the bids referred to under the Special regulations governing the invitation to tender.
- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the building-site shall be carried out by the Contract Engineer in collaboration with the other stakeholders and shall report on the works executed, prepare payments that shall be VISAED by the prefect owner and transfer into an account opened by the contractor to this effect.

Document N° 02 THE SPECIAL REGULATIONS GOVERNING THE INVITATION TO TENDER

Article 01: DEFINITIONS AND DUTIES UNDER THE INVITATION TO TENDER

DELEGATED CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

AUTHORISING OFFICER: THE REGIONAL DELEGATE OF MINAS.

PROJECT ENGINEER(Control Engineer): REGIONAL DELEGATE OF PUBLIC WORKS NORTH WEST.

Article 02: PURPOSE OF THE INVITATION TO TENDER

The purpose of this Open National Invitation to tender is for the continuation of the construction works of the regional delegation of social affairs (MINAS) NORTH WEST (PHASE III).

Article 03: CONDITIONS FOR PARTICIPATION

Participation in this present invitation to tender is open to all registered and qualified enterprises of the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in Public works (construction domain) who are registered on the COLEPS platform.

Article 04: FUNDING

This project shall be financed by BIP for 2025,

Participation is open, under the same conditions, to all the enterprises which are based in the Republic of Cameroon and fulfil the conditions stated in the Special regulations governing the invitation to tender which is the document No. 2 of this tender.

The tender file shall be obtained by potential bidders against payment of an amount stated in the notice of the invitation to tender.

Bidders shall be bound by the laws governing public contracts in the Republic of Cameroon.

Article 05: DEADLINE FOR EXECUTION OF THE CONTRACT

The bidder shall propose a deadline for execution of the works. The deadline shall serve as an evaluation criterion and shall not exceed **FOUR (04) months** as from the date of notification of the service order to start executing the works.

Article 06 : CONSTITUENT DOCUMENTS OF THE TENDER FILE

This tender file shall include the following documents:

- the open national invitation to tender
- the special regulations governing the invitation to tender
- the special administrative conditions
- the special technical conditions
- the price list
- the detailed cost estimate
- the model performance bond
- the model bank guarantee for the refund of the start-off advance
- The model undertaking by the bidder.

Article 07: GENERAL REQUIREMENTS OF THE INVITATION TO TENDER

Bidders shall comply with the instructions listed below and shall provide the required information, failing which they may be disqualified. They are bound to give full and accurate answers to the information required in the documents appended hereto.

At the request of The North West Regional Tenders Board, the Delegated Contracting Authority shall reserve the right not to respond to the Invitation to tender if he considers that it has not received an acceptable bid. He may therefore declare the Invitation to Tender unsuccessful and launch or cancel it.

Bids presented by groups of enterprises

Bids may be presented by groups of enterprises. An enterprise may be associated to a Non Governmental Organisation if the latter offers all the guarantees and experience required and complies with the laws in force.

In the case of groups of enterprises, any notification relating to the Invitation to Tender, and possibly to the bidder shall be valid if addressed to either enterprise acting as the proxy for the bidder(s) with which it is associated. The representative of a group shall be spelt out in the bid and proxy given to it.

Article 08: PRESENTATION AND CONTENT OF BIDS

Each bid shall include the following documents:

1. ENVELOPE A-Administrative documents

The bid submitted by a bidder shall comprise the following:

- A1. The declaration to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1500 FCFA. (See annex 01 for the format)**
- A2 A Receipt showing the payment for the tender fee of *SIXTY FIVE THOUSAND (65,000) FRANCS***
- A3 An attestation of a bank account in the name of the enterprise.**
- A4. The original copy of a bid security (Bank caution) of ONE MILLION (1000, 000) FCFA from a bank accredited by the Ministry of Finance and recognised by COBAC (see annex 04 for format).**
- A5. A tax conformity certificate.**
- A6. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit).**
- A7 An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.**
- A8. A certified copy of certificate of incorporation**
- A9. An original Certificate of non exclusion from the Public Contracts Regulatory Board (ARMP).**
- A10. An original Attestation of site visit**
- A11. The Special Administrative clauses initialized and signed on the last page**
- A12. Power of attorney where necessary**
- A13. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises where applicable**

N.B:

*Absence of the following documents shall results to outright rejection of the bidder's file

✓ Bid security (*bid bond*)

*All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals and must not be more than three (03) months old. The documents shall be arranged in the order listed above and separated from each other by colour separators

*Any document with double certification shall not be accepted.

2. ENVELOPE B-Technical documents

It shall contain the documents cited and placed in the following order:

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (<i>See annex 11 for format</i>)	Attach certified copies of title deeds, receipts, etc. These equipments and tools must be present at the site before and during each phase
B2	Personnel list	It shall contain: ☞ Works Supervisor: At least a senior civil engineering technician with at least 05 years' experience in the field. ☞ Foreman: At least a Senior Civil	Attach for each person a CV (<i>signed and dated by the individual</i>) as well as a certified copy of highest diploma of each person concerned (<i>see annex 09 for format</i>) and a presentation of original of certificate, certified copy of the identity card. NB-All key personnel must present commitment of availability duly

Article 12: OPENING AND ASSESSMENT OF BIDS

Bids shall be opened on a date and at the venue specified in the Notice of invitation to tender.

Bids shall be opened and assessed in one stage:

Copies of the bids shall be assigned to an evaluation sub-committee for cross-checking of authenticity of administrative documents and evaluation of technical documents.

NB: Any Bidder who shall not have 75% of the total score of the evaluation shall simply be eliminated.

12.1.- EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following

C) *Eliminatory Criteria.*

- Absence or non-conformity of an element different from bid bond in the administrative file without replacement within 48 hrs.
- Deadline for delivery higher than prescribed
- False declaration or falsified documents
- Absence or insufficient bid bond
- A bid with an external envelope carrying a sign or mark leading to the identification of the bidder
- Incomplete financial file
- Change of quantity or unit
- Non respect of 75% of essential criteria
- Offer above the provisional amount
- MINMAP suspension in 2024
- Non respect of tender model

12.2. *Essential Criteria.*

The preliminary evaluation shall be binary and based on the following essential criteria:

General presentation of the bids
Experience of the enterprise.
Quality of personnel and management of the company
Attestation and report of site visit
Technical equipment
Special Technical clauses initialed in all the pages and the last page signed stamp and dated
Special Administrative Clause completed and initialed in all the pages and the last page signed, stamped and dated.
Methodology for the execution of works
Financial capacity and other financial bearings

Evaluation of financial bids (Envelope C)

During evaluation, the final amount of the bid shall be fixed as follows:

- If the amount in figures and the amount in words differ, the amount in words shall be considered authentic.
- If there is an inconsistency between the unit price and the total price obtained by multiplying the unit price by the quantity, the unit price shall be considered authentic, unless this is considered as a mistake in the unit price, in this case, the total price as it is stated, shall be considered authentic while the unit price shall be corrected.
- By adjusting according to relevant technical or financial criteria, any other quantifiable modification, difference or reserve.

- By taking into consideration the various durations for execution proposed by bidders, if they are authorized to do so.
- Bids in which the bidder does not specify the unit prices for some items of the detailed estimate shall be rejected. Moreover, prices proposed for items for which quantities are not provided, shall not be considered as part of the contract.

The Delegated Contracting Authority shall reserve the right to cancel the procedure of invitation to tender and to reject all the bids, at any time before the award of the contract, without being held liable towards bidder(s) affected by his decision and without being bound to notify them of the grounds for his decision.

Within fifteen days as from the date of publication of the results of the invitation to tender, any bid that is not retained and is not claimed shall be destroyed.

Article 13: AWARD OF THE CONTRACT

According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder through careful study which is carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. Hence the contract shall be awarded to the bidder with the lowest realistic bid and who has the technical & financial capacities required in the eliminatory criteria. As concern the procedure for the award, it shall consist of:-

- * The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public contracts.
 - * The winner shall be notified through his official address or public media. He shall in two (02) days fulfil the formalities related to the awards, especially to **submit ten (10) copies of the proposed contract (completed and signed) to the office of the Contracting Authority for transmission to the tenders board after which the final version will be finally signed by the Contracting Authority.**
 - * In the case where the enterprise does not fulfil these conditions, his/her chance shall simply be annulled without further notice and the next contender shall be called in for replacement.
- NB:** Once the Delegated Contracting Authority has signed the contract, the contractor shall be notified. The contractor has three (03) days to contact the Project Manager for the beginning of execution of works following notification of the Service Order to start work by the project Engineer. Failure to respect the duration shall call for withdrawal and eventual cancellation of the contract.
- * The contract can be cancelled outright in the cases provided for by Decree N^o.:2018/366 of 20th June 2018 to institute the Public Contracts Code.

Article 14: CLARIFICATIONS ON THE TENDER FILE

Request for clarifications may be addressed by letter or fax to the Delegated Contracting Authority at the following address:

Article 15: ADDENDUM TO THE TENDER FILE

The Delegated Contracting Authority may, at any moment before the deadline for the submission of bids and for any reason, on his own initiative or following a request for clarification addressed by a bidder, modify the tender file.

The addendum shall be written or addressed by fax to all the bidders who have acquired the tender file and shall not be opposable to them.

Article 17: NOTIFICATION OF AWARD OF THE CONTRACT

- Notification

Within five (5) days maximum as from the date of reception of the award proposal, the Contracting Authority shall publish the results and notify the successful bidder by letter, telex or fax and confirm the award of the contract.

- Release of the bid bond

The bid bond of unsuccessful bidders may be refunded on written request addressed to the Contracting Authority after publication of the result of the Invitation to tender.

Evaluation grid of Technical File FOR THE CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).

General presentation of bids	Yes/no
-Presence of all documents.....	Yes/no
-Properly bound	Yes/no
-Table of contents.....	Yes/no
- Numbered pages	Yes/no
-Separators in colour apart from white	Yes/no
-Order prescribed respected.....	Yes/no
-Clearness of the documents.....	
TOTAL 1	/7
a. The company references	
References of the company in civil construction or similar works for the past three years:	
-Minimum two (02) contracts registered (1 st and last page.....	Yes/no
-Minimum two (02) reception minutes corresponding to the attached contracts.....	Yes/no
TOTAL 2	/2
b. Equipment	
-Proof of a concrete mixer in good operating condition.....	Yes/no
-Proof of a vibrator in good operating condition.....	Yes/no
-Proof of a vehicle pick up 4x4 or van) (Hired or owned).....	Yes/no
-Proof of a masonry tools kids	Yes/no
-Proof of a carpentry tool kid	Yes/no
-Proof of an electrical tools kid.....	Yes/no
-Proof of a plumbing tools kid.....	Yes/no
-Proof of a painting tools kid.....	Yes/no
TOTAL 3	/8
c. Qualification of site personnel	
-Organizational chart of the enterprise.....	Yes/no
-Organizational chart of site with comments.....	Yes/no
Works Director : Senior Technician	
-Diploma of work Director certified.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated by works Director.....	Yes/no
-Certified copy of valid national identity card.....	Yes/no
-Professional experience of works Director at least five years.....	Yes/no
-Attestation of availability.....	Yes/no

Site foreman: Senior Civil Engineer	
-Diploma of work Director Certified.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated by works Director.....	Yes/no
-Certified copy of valid national identity card.....	Yes/no
-Professional experience of works Director at least five years.....	Yes/no
-Attestation of availability.....	Yes/no
Chief Builder: CAP or equivalent in masonry with at least 3 years	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated.....	Yes/no
Chief Plumber: CAP or equivalent in Plumbing with at least 3 years	
-Certified copy of national identity card.....	Yes/no
-Certified copy of diploma.....	Yes/no
-Presentation of original diploma or certificate.....	Yes/no
-CV signed and dated.....	Yes/no
TOTAL 4	/22
The methodology of intervention and execution of work	
-Attestation of site visit	Yes/no
-Site visit report	Yes/no
-Detailed technical note on the organization and execution of works.....	Yes/no
-Coherence synchronized planning of execution of works.....	Yes/no
-Coherence 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 the 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 the supply of construction materials and storages conditions.....	Yes/no
-Detailed manpower deployment plan.....	Yes/no
-Technical note on observations and recommendations.....	Yes/no
-SAC dully initialed on each page, signed and dated on the last page.....	Yes/no
TOTAL 5	
e- Pre-financing	
Attestation of credibility shall be at least 75% of the bid price.....	Yes/no
TOTAL 6	/1
TOTAL=TOTAL1 + TOTAL2 + TOTAL3 + TOTAL 4 + TOTAL5 + TOTAL6	/53

Any offer that shall not respect 75 of the above criteria shall simply be eliminated

**DOCUMENT N°04: THE SPECIAL ADMINISTRATIVE
CONDITIONS**

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Document No.04 – THE SPECIAL ADMINISTRATIVE CONDITIONS

Article 1: PURPOSE OF THE CONTRACT

EXECUTION OF THE CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).

Article 2: LAWS AND RULES APPLICABLE

The laws and rules applicable are those in force in the Republic of Cameroon.

Article 3: MODE OF CONTRACT AWARD

This contract shall be awarded following an Open National Invitation to Tender in accordance with decree N^o: 2018/366 of 20th June 2018 to institute the Public Contracts Code.

- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him.
- The possible presence of nearby enterprises also executing distinct contracts.
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

The contractor shall be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his enterprise shall be validly done at the office of the Senior Divisional Officer where the works are executed.

Conclusion- The contractor must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices. To this effect, he will not be able to take advantage of any mistake, omission or imprecision contained in the clauses of the Jobbing Order Notebook. He will regularize if the case arises, the damages without intervention of the administration.

CHAPTER II: EXECUTION OF WORKS

The contractor with his/her personnel shall be installed on the site by a Commission comprising of:

-The DCA or his Representative	Chairman
-The project manager (RD MINAS)	Member
-The Project Engineer	Secretary
-RD MINMAP	Member
-RD MINEPAT	Member
-The Stores Accountant MINAS	Member
-The Contractor	Member

Article 12: CONSISTENCY OF WORKS, TIME-LIMITS FOR EXECUTION / TIME-LIMITS FOR MOBILIZATION

The works that form the subject of the present contract, consist of all works foreseen in the bill of quantities estimated for the **CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).**

Time-limits for execution covers: 04 MONTHS

- realization of works;
- Supply of materials;

Under no circumstances shall the duration for execution exceed **FOUR (04) months** it may be increased or reduced taking into consideration the actual quantity of works, interruptions or suspension of works (namely due to climate).

Time-limits for mobilization shall run as from the date of reception of the service order to start work. Within this time, the contractor shall not modify any of his unit prices. A copy of the service order shall be forwarded to the Delegated Contracting Authority, signatory of the contract.

Article 13: OBLIGATION OF THE DELEGATED CONTRACTING AUTHORITY

The Delegated Contracting Authority shall take all the necessary measures to facilitate the work while the contractor shall provide the Delegated Contracting Authority with fifteen (15) copies of the

contract. In case the Delegated Contracting Authority gets them by himself, the contractor shall refund him the amounts spent. He shall not claim payment for additional works executed unless they have been duly authorized in writing or by an additional clause.

Article 14: ROLE AND RESPONSIBILITY OF THE ENTREPRENEUR (CONTRACTOR)

The entrepreneur has as mission to assure the execution of works under the control of a Project engineer and in accordance with the rules and norms in force. Hence, the entrepreneur is responsible with regard to the administration, of the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of works. Works will be executed in accordance with the plans and technical specifications, that is, according to the rules of art and the technical norms in force. To this effect, the entrepreneur shall take all measures to provide all necessary means and to hire the competent staff.

NB: -The contractor (entrepreneur) remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.

-Regular site meetings shall be held at the initiative of the Project engineer. The participation of the site Foreman to site meetings will be obligatory. To this effect, the entrepreneur shall keep a site register that shall be available to the project engineer and his representatives.

-The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Hence:

- *The contractor is expected to have knowledge of the site and the conditions for the execution of the works which are the subject of this present Jobbing Order.
- *He shall fulfil his fiscal duties to the staff deployed for the execution of the works and shall put in place an installation and shall ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site.
- * He shall be held responsible therefore for any usage that may occur on the material and people on the site because of his works until the end of the period of guarantee.
- *The entrepreneur is responsible with regard to the Delegated Contracting Authority for the quality of the materials and supplies used their perfect adaptation to the needs of the site and the good execution of works.
- *The entrepreneur shall be held fully responsible for accidents and usage of all nature that may occur to his staff, third parties, agents of the Project engineer, his material for the realization of the present contract, during the execution of the works.
- *He has the obligation to put back to its original state the surrounding works usage during the execution of the project.

Article 15: INSURANCE AND PROTECTION OF THE SITES

Civil liability

The contractor shall prove that he has taken out an insurance policy for usages of all sorts caused to third parties

- by his personnel, salaried in service;
- by the equipment used;
- surrounding properties.

Comprehensive risks insurance

In addition, all the work under the project shall be covered by a comprehensive risks insurance issued by a company approved by the competent authority. The expenses incurred for this insurance shall be charged to the contractor.

Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment

of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

Protection of the sites

The contractor shall be bound by protection and safe-guarding of his construction sites. He shall make sure that the populations stay away from the sites, notably by demarcating the sites clearly. He shall be held responsible for any accident that may occur on the sites and affecting the populations.

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

Within ten days from the date of notification of the service order to begin works, the entrepreneur shall submit to the project engineer the program of works (planning) in five copies for approval. The entrepreneur shall constantly update the planning of works, considering the advancement of the site works. Any important modifications brought to this program will only be applied after having received the project engineer's previous agreement. It shall be established every month end at the entrepreneur's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The contractor may assign execution of part of the contract to one or several sub-contractors. The contractor shall not sub-contract work without the prior authorization of the Contracting Authority. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor.

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

All subcontracting to a third enterprise of the execution of a part of the works foreseen in the present Jobbing Order is subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the total works described in this Jobbing Order.

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS

Detailed drawings and other documents necessary for the execution of works shall be drawn up by the contractor based on the documents of the tender file.

These drawings shall be submitted to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked and completed, if necessary, by the contractor who shall then give them to the Delegated Contracting Authority at least eight (08) days before the start of works. Within seven (07) days, the Delegated Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Delegated Contracting Authority shall be considered as having given his approval.

The approval of the Delegated Contracting Authority shall in no way reduce the responsibility of the Project Engineer for designing and executing the works.

Before the provisional acceptance, the contractor shall furnish to the Project Engineer three (03) copies of the working plans for the works actually done including a reproducible original copy.

That is, plans of details and other necessary documents for the execution of works will be established by the entrepreneur on the basis of the technical file. Before the final reception, the entrepreneur will hand to the control engineer three (03) copies of the plans of works really executed ("plan de récolement") called as built plan with one reproducible original.

Article 18: EQUIPMENT AND PERSONNEL TO BE PUT IN PLACE

In his bid, the contractor shall undertake to mobilize the human and material resources necessary for adequate execution of works as required by the special administrative and technical conditions.

The contract shall be awarded based on the detailed list of equipment and supervisory and technical staff, completed, if necessary, at the request of the Project Engineer.

Any amendments to the proposals of the technical bid, even partial, shall be subject to the prior written approval of the Project Engineer. In case of amendment, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or equipment with of equal performance in good working order.

Article 19: REPLACEMENT OF SUPERVISORY STAFF

In case of replacement of supervisory staff, the qualification of the personnel proposed shall at least be equal to that of the staff replaced. In case the qualification of the personnel proposed is lower than that of the staff replaced but complies with the requirements of the tender file, the contractor shall be liable to a penalty worth five over one thousand (5/1000th) of the amount of the contract.

Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.

If the Project Engineer requests for the replacement of a worker for serious misconduct duly recorded by both parties, the contractor shall immediately replace the said worker at his own expense.

Article 20: MODIFICATION TO STRUCTURES

During execution, the Delegated Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works which he shall deem necessary for the proper execution and successful outcome of works. However, this shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special administrative conditions.

Article 21: MATERIALS

The contractor shall, at his own expense, look for extraction sites of materials necessary for the execution of works if it is incumbent on him to supply materials.

The materials shall comply with the Special technical conditions. They shall be subject to the tests and trials that the Project Engineer may prescribe in accordance with the specifications of the contract.

The contractor's means of control, put in place by him at his own expense, shall enable him to carry out the extraction, preparation or production sites, as well as on the construction site, to ensure constant, regular and permanent control.

Article 22: DEMOLITION OF FAULTY STRUCTURES, UNAPPROVED MATERIALS, PENALTIES AND RESTRAINT OF DELAY

The Project Engineer shall have the right to order in writing:

- 1) Removal from the site within forty-eight (48) hours of all the materials considered non-compliant with the specifications of the contract and their replacement by the right materials approved following laboratory tests.
- 2) Proper demolition and reconstruction of any structure or part of structure considered non-compliance with the requirements of the contract, with regard to the mode of execution as well as the materials used.

In case of non-compliance, expenses shall be charged to the contractor.

In case of delay on the duration of execution of works fixed by this present jobbing order, the entrepreneur will be liable to lateness penalties whose rate corresponds to 1/2000th of the amount of the Jobbing Order from the first to the thirtieth day of delay and 1/1000th of the amount of the Jobbing Order for each day above 30 days of lateness. Where the total penalty amount exceeds 10% of the Jobbing Order amount, the Jobbing Order will be terminated.

Article 23: RIGHTS AND PATENTS

The contractor shall, if necessary, agree with owners or holders of patents whose processes he has applied or intend to apply. He shall pay the required royalties and protect the Contracting Authority against any legal proceedings in the matter.

Article 24: WORK PHASES

The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work planning.

Article 25: ACCESS TO THE SITE

The Project Engineer and any other person authorized by him may, at any time, have access to works, on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works come from.

Moreover, as part of the duty of checking the effectiveness of works, duly mandated representatives of bodies in charge of payment shall have access to the site and to any information necessary for the achievement of this mission.

Article 26: DUTIES OF THE PROJECT ENGINEER

The duty of the Project Engineer is to ensure that works are executed properly in accordance with the terms and conditions of the contract. The Project Engineer shall not relieve the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Delegated Contracting Authority or order any significant modification to the structure to be constructed. The Project engineer shall have the power to prepare and sign orders for technical services.

At the request of the contractor and Project Engineer, counter-records may be drawn up to fix quantities for some structures. Such records shall be needed in case a structure may not be measured again.

The Project Engineer shall have the following duties:

- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Delegated Contracting Authority and the contractor;
- Controlling and approving origin of and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the foreman at the request of the contractor;

Article 27: PROJECT MEETINGS

Project meetings shall hold on a regular basis following the initiative of the Project Engineer.

The contractor shall be bound to attend these meetings whose reports shall be signed by the participants

Article 28: SITE RECORD

A project record shall be kept by the contractor and put at the disposal of the Project Engineer or his representatives.

On a daily basis, it shall include the following details:

- Administrative procedures relating to the execution and settlement of the contract (notifications, trial results, daily statements);
- Weather conditions;
- Receipts of materials and authorizations of all sorts;
- Incidents or details of all sorts having some interest with regard to the future handling of the structures or the actual duration of works;
- Works done during the day, the personnel and material used;
- Works progress;
- Required prescriptions;
- Detailed quantities of works;
- Works done by sub-contractors;
- Non-compliances;
- Official visits.

The contractor may also record incidents or remarks that are likely to give rise to complaint on his part.

This record shall be countersigned by the Project Engineer and the foreman following each visit to the site, and VISAED following project meetings. For any claim that the contractor may make, only events or documents mentioned in due time in the project record shall be taken into consideration. Any refusal to present, or any attempt to destroy all or part of this journal or to forge it, may give rise to sanctions. Whatever the case, the contractor shall not take advantage of the impossibility to consult the project record.

Article 29: PUTTING THE SITE AT THE DISPOSAL OF THE CONTRACTOR

All the provisional structures necessary for the execution of works such as offices, garage, workshops, accommodations for personnel, quarries, borrow pits and paths shall be constructed only on premises approved by the Project Manager in agreement with the administrative and traditional authorities of the locality.

Within the limits of their powers, the administrative or traditional authorities of the locality shall put at the disposal of the contractor, free of charge and for the duration of works, the State private or public property necessary for the project. State property put at the disposal of the contractor shall be cleaned at the end of works.

Article 30: SECURITY MEASURES

The contractor shall have the duty to supply and maintain, at his own expense, any lighting, security, fence and guarding device necessary for a proper execution of works or demanded by the Control Engineer

Article 31: ENVIRONMENTAL PROTECTION

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environment Management. He shall particularly comply with the Special technical conditions relating to environment protection.

Article 32: CLEANING OF THE SITE

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance and before approval of the general and final statement of works.

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE

Prior to the provisional acceptance, the contractor shall request in writing from the Control Engineer, the organization of a technical visit required before acceptance.

This visit shall include, among others, the following operations:

- Controlling the quality and quantity of the structures constructed;
- Carrying out trials provided for by the Special technical conditions;
- Recording the possible non-execution of works provided for under the contract;
- Recording the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

These operations shall give rise to a report drawn up on the spot, signed by the Control Engineer and countersigned by the contractor.

Following this pre-acceptance visit, the Control Engineer may indicate the reserves to be lifted and the corresponding works to be carried out before the date of provisional acceptance which he shall fix in agreement with the contractor.

Article 34: RECEPTION (ACCEPTANCE) COMMITTEE

The acceptance committee shall be made up as follows:

- Delegated Contracting Authority or his representative ----- Chairman
- The Project Engineer (*Ingénieur de marché*)-----Secretary
- The Regional Delegate MINMAP or his/her representativeObserver
- The Regional Delegate of MINAS-----Member
- The Stores Accountant MINAS-----Member
- The contractor -----Observer.

As soon as the contractor by writing informs the Chairperson of the reception committee, he shall summon a meeting of the committee to carry out the provisional reception.

The provisional reception shall proceed the technical acceptance comprising the project engineer, project manager and the contractor.

After a visit to the site, the committee shall examine the report or minutes of the operations required before reception and carry on the reception if appropriate.

The provisional acceptance shall give rise to a reception report which shall be signed on the spot by all the members of the committee. This report of provisional technical reception shall mark the end of works

Article 35: PROVISIONAL ACCEPTANCE (Provisional reception)

Provisional acceptance shall be granted at the request of the contractor in case the execution of works is satisfactory.

Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE

During the period of guarantee, the contractor shall repair, at his expense and in due time, any disorder that may occur as a result of defects in the structure.

Before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Project Engineer. The contractor shall within twenty (20) days carry out the repairs. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

Article 37: FINAL ACCEPTANCE

After visiting the site, the acceptance committee shall examine the report of provisional acceptance and carry on the final acceptance if appropriate. The final acceptance shall give rise to an acceptance report signed on the spot by all the parties.

Following final acceptance, the Chairperson of the committee shall draw up a report which may declare the following:

- Acceptance of works without reserve;
- Refusal of acceptance of works;
- Acceptance of works with reserve.

Within the time specified by the committee, the contractor shall:

- either lift the reserve made during the provisional acceptance
- or carry out a new acceptance.

All the expenses incurred for the various acceptances, including the lifting of reserves, shall be charged to the contractor.

Article 38: LAWS GOVERNING LABOUR

The contractor shall abide by the laws governing labour in the Republic of Cameroon. As far as possible, he shall give pride of place to Cameroonians during recruitments.

CHAPTER III- FINANCIAL CONDITIONS

Article 49: AMOUNT OF THE CONTRACT

The amount of this contract shall be CFA Francs.....(in figures).....(in words)..... ATI and shall be stated in the detailed estimates, on the flyleaf and on the signature page.

Article 40: PRICE CONSISTENCY

Contractor's price:

The prices stated on the unit price list shall be considered as having been set on the basis of the economic conditions prevailing in the Republic of Cameroon during the month preceding that of submission.

The contractor shall be considered as having perfect knowledge of all the constraints relating to the execution of works and all the conditions that may influence this execution, as he must have personally been to the site before submitting his bid, notably:

- the nature and quality of the land and soils;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood ;
- Presence or absence of an association in the village.

The amounts of the *Price list* comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of this contract;
- Prospecting for sources of materials, extraction, storing , drainage of deposits;
- Measures aimed at reducing direct environmental impacts;

- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices of the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

Article 41: SUB -DETAILED PRICES

The contractor shall have provided in his bid, the price sub-detail schedule, drawn up in accordance with the rules in force, and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

Article 42: ADDITIONAL WORK - VARIATION IN THE VOLUME AND NATURE OF WORKS

In case of increase of the volume of works, or structures not provided for in the contract, no additional work shall be executed by the contractor unless the Project Engineer has issued a service order to request the said service.

Unit prices of the Price list shall be applied if the additional works have new prices. The validation of these prices shall give rise to an additional clause. Shall be considered as new any price not provided for in the unit price list or the detailed estimates of this contract but which has been presented in the contractor's bid.

Article 43: MODE AND VENUE OF PAYMENT OF WORKS EXECUTED

The contractor shall be paid on accounts drawn up by applying the prices of the unit price list to works actually carried out.

- Record of works carried out:

At the end of every month, the contractor and the Project Engineer shall draw a joint statement summarizing and setting the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

- Monthly account

- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts.

- End of work account

After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed.

The draft final account shall be submitted by the contractor for verification and approval by the Project Engineer

Once approved by the Project Engineer, the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts.

- General and final account

At the end of the period of guarantee relating to the structures which gives rise to final acceptance of works, Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. This account whose model shall be provided by the Contracting Authority at his convenience shall comprise:

- The final account;

- The final payment;
- The summary of monthly accounts.

Signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests.

- Payment of works:

Payment shall be done by the treasury after receiving accounts drawn up by the Contract Engineer and signed by the Contracting Authority upon presentation of an account drawn up by the contracting partners in seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

- Seven copies of the account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work signed by the Project Engineer and bearing the visa of the authorising officer ;
- Release of the retention guarantee signed by the Project Engineer in case of final acceptance of work;

- Default interests

Default interests shall be paid by statement of the amounts owed.

- Currency

The currency of the tender and payment shall be the CFA Franc.

Article 44: START-OFF ADVANCE

a) Request for the start-off advance

At the express request of the contractor, a start-off advance not exceeding 20% of the contract ATI may be granted. **This advance shall be 100% guaranteed by banking institution** based in Cameroon and approved by the Ministry in charge of Finance. The bond shall be drafted according to the model enclosed in Appendix.

b) Release of bond

As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

Article 45: FINAL BOND

a) Guarantee

The security to guarantee the proper execution of the contract shall be provided within twenty (20) days as from the date of notification of the contract. It shall be kept by the Project Engineer. The bid bond shall be refunded to the contractor once the final bond has been provided.

b) Amount of the final bond

The amount of the final bond shall be 3% of the value of the contract all taxes inclusive (ATI). This security guarantee may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.

c) Release of bank guarantee

Upon completion of works, the bid bond or the bank guarantee shall be refunded at the written request of the contractor.

Article 46:RETENTION BOND

To guarantee the proper execution of works, 10% of the value of the part of the structure concerned shall be deducted from the amount of each payment on account.

Article 47:SECURITY

Within the meaning of the security regime laid down, the following definitions shall apply:

- Authority in charge of settlement of the expenditure: the Accounting officer MINAS
- Authority in charge of paying the VAT: the Accounting officer MINAS;
- The Accounting officer MINAS shall be in charge of payments;
- Security shall be subject to the rules governing public contracts;
- Payments shall be done by bank transfer.

Article 48: VARIATION OF PRICES

Under this contract, prices shall be unit and fixed prices. These prices shall be final and unchangeable.

Article 49:STAMP AND REGISTRATION

Seven (7) original copies of each constituent document of this contract shall be stamped and registered by and at the expense of the contractor, in accordance with the laws in force; within fifteen (15) days as from the date of notification of the contract, the contractor shall register the contract. Failure to do so, the contract may be terminated as of right.

Article 50: TAX AND CUSTOMS REGIME

The amount of the contract shall be given ATI. Amounts ET shall be charged toagreement signed between andThe VAT shall be charged to.....

As concerns taxes, this contract shall be subject to the laws in force in the Republic of Cameroon.

Article 51:PENALTIES

In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:

- 1/2000th of the amount of the contract per calendar day overrun, from the 1st to the 30th day;
- 1/1000th of the amount of the contract per calendar day, beyond the 30th day;
- Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.

CHAPTER IV: FINAL PROVISIONS

Article 52: RISKS, RESERVES AND FORCE MAJEURE

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly.

In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Project Engineer of his intention to put forward this force majeure. This shall be done before the end of the 20th day following the event.

It is up to the Project Manager to decide on the nature of force majeure and the evidence given by the contractor.

Article 53: SETTLEMENT OF DISPUTES

Any dispute arising between the parties shall be subject to an attempt at a direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this contract shall be carried before the Cameroonian court of competent jurisdiction.

Article 54: DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall furnish to the Project Engineer fifteen (15) copies of the contract. In case the control engineer gets them by himself, the contractor shall refund him the expenses incurred.

Article 55: TERMINATION OF CONTRACT

The contract may be terminated laying down the Public Contracts Code and the following special conditions:

- non-registration of the contract within the required time-limits;
- non-compliance of technical documents;
- a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;
- a delay giving rise to penalties beyond 10% of the amount of the contract;
- refusal to carry over works not properly done;
- refusal to carry out works notified by service order;
- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- non-payment of insurance charges.

Article 56: SPECIAL COMMERCIAL CHARGES

The contractor declares that this contract agreement has not given and shall not give rise to the collection of special commercial charges.

In case special commercial charges are provided for under this contract agreement, the contractor shall reserve the amount of these charges for the Project Engineer on behalf of the Contracting Authority.

Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the laws.

Article 57: INTERNATIONAL TRANSPORTS

In case the execution of this contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

Article 58: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

This contract shall become final only after it must have been signed by the Delegated Contracting Authority. It shall enter into force upon notification of the contractor by the Project Engineer.

Article 69: INFORMATION TO BE POSTED

The contractor shall put up a sign board near the site on a place approved by the Project engineer

Text: FOR THE CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).

Republic of Cameroon

Peace –Work Fatherland

Contracting Authority: The Governor of the North West Region

Project owner: The North West Regional Delegate for MINAS

Project Engineer: North West Regional Delegation for Public Works

Duration of works: 04 months

Funding: BIP for 2025 Financial Year;

Contractor: name of the enterprise

DOCUMENT N°5: THE SPECIAL TECHNICAL CONDITIONS

GENERALITIES

This descriptive notes and technical specifications are drawn up **FOR THE CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).**

This handbook is for those to execute, supervise and the client, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve the highly desired goal. Building materials concerned are generally what is accepted by bridge construction norms and only qualified technicians are required to transform these materials into structure clearly shown on the working drawings as its aesthetics is also very much dependent on the manipulation of the carefully chosen materials. The site, having a good surface area, have been found to be favorable to the envisaged structure in terms of, atmospheric conditions, topography, and automobile and pedestrian accessibility but must be verified before construction.

The contractor in charge of this execution must make careful studies of the working drawings. Visit the site and bring up points not understood to the site supervisor for a clarification before making execution drawings and before setting out is carried out. He will proceed to a careful study of the project and make observations and furnish modifications to the Engineer before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of works.

GENERAL TECHNICAL SPECIFICATIONS

A.1. TECHNIQUES OF REFERENCE DOCUMENTS

For the execution of the work, the contractor will be subject to the requirements and following basic technical documents:

- New technical rules of design and calculations of the works and constructions in reinforced concrete method of the limit states' (BAEL)-EDITION 91.
- French or similar standards approved in Cameroon.
- The rules of Cameroon for the construction and urban planning.
- The notebooks of the clauses and conditions imposed on the construction of public works and buildings in the Republic of Cameroon.
- Standards (AFNOR-CSTB) and technical documents unified (DTU)

A.2. TRIALS AND TESTS.

In foundations and all the works of the structure are the responsibilities of the implementing company. Studies are the responsibility of the company on the plans and calculations guaranteed by him. All complementary studies will be submitted to the approval of the controller.

The contractor shall ensure that the geotechnical characteristics of the soil are available otherwise do any recognition of soil with care, at the responsibility of the Contracting Authority.

All books and materials are subject to the analyses and tests provided for the documents of references above including manufacture of concrete materials, resulting costs being borne by the company. Materials whatsoever can be checked by the controller before use. It may perform all the tests it deems necessary at any time. These tests will be entrusted to the National Laboratory of Civil Engineering "LABOGENINE" or any other laboratory selected by common agreement with the Contracting Authority.

The results of these tests will have to be passed to the controller for review.

When in doubt on the quality of the materials and the concrete implementation, the controller may request tests that it deems useful for assessment. These trials will be the responsibility of the company.

A.3. REINFORCEMENT WORK

After concreting the pillars, the company will inform the controller of finishing of the reinforcement work for their reception. The term "Good to execute" will be specified in the site log in control after the reception and which will allow the company to proceed with work.

A.4. MATERIALS CONSTITUTING THE CONCRETE

A.4.1 Aggregates.

All aggregate sites will be stored in compartments designed to this effect. Only aggregate authorized on the site are the following;

- 0/5 Crushed gravel
- Crushed gravel 5/15
- Crushed gravel 15/25
- Natural sand or crushing /5 (proportion of items retained on the sieve of 5mm must be less than 10%)

A.4.2. Gravel

They shall be obtained from a variety of quarries including river deposits, manual or machine crushed, chosen by the Contractor and approved by the Supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading will be 5 to 15mm and 15 to 25mm suited to various use. If deemed necessary, it shall be washed before use. Gravel particles of less 5mm retained in each of the above grades should not exceed 10% by weight.

Gravel shall be free from dirt, clay or any organic, matter which should be less than 1.5% and if deemed necessary, it should be washed before use as indicated by the supervisor.

A.4.3. Sands

Sands will have the characteristics specified in the tables relating to the type-approval tests. Sands will be fine, granular and crunching on hand, not sticking. They will get rid of any part earthy or limestone, of various waste, debris and wood.

The nature and origin of sand remains a subject to the controller's approval. The sand component should be more than 75% and the very fine constituents eliminated by settling should be less than 5%. The sand should pass a standard sieve and must be of high quality and free from dirt, clay or any organic matter and if deemed necessary, it should be washed before use.

- For mortar mixes the recommended standard sieve size is 2 to 2.8mm

- For plaster mortar mixes the recommended standard sieve size is 2mm
- For mass concrete mixes the recommended standard sieve is 5mm
- For reinforced concrete mixes the recommended standard sieve is 5mm.

A.4.4. Cement.

The cement will be CPA 45 or 42.5CPJ artificial cements 215.325 standard P.15.302. They will be delivered on site paper bagged six layers. Any wet cement or having been altered by the humidity will be dismissed and removed immediately from the site.

They shall be Ordinary Portland Cement, CPJ 35 manufactured only by or any other national cement factory, obtained from an approved bulk cement supplier. The bulk supplier must have not kept the cement in stock for more than two weeks. The contractor shall not stock cement on the site for more than three months. The cement must be stacked on 10cm wooden surface in a well ventilated store that is dry and warm, free from moisture. The quality and state of cement shall be verified by the supervising engineer before use. The use of imported cement is strictly prohibited.

Conflicting samples will be carried out on each batch and submitted at the expense of the contractor to the tests prescribed by the standard P.15.301 of the AFNOR in a certified laboratory.

Lots that do not possess characteristics required will have to be removed from the stock intended for work and evacuated from the site.

Bags must be in good condition at the time of their installation on the site and retained areas covered, perfectly dry and an area of isolated boards of ten centimeter ground (10cm) to a minimum.

A.4.5. Water.

The water used for construction purpose should be clean and free from any impurities which can affect the quality of the mixed materials. It should therefore be fit for drinking and the mix ratio should range between 0.4 and 0.6By weight and context.

A.4.6. Iron

In case of doubt on the quality of steels supplied on site, the employer or a representative of the contractor or, where applicable, the designated contractor may request, the responsibility of the company, to tests on samples taken on site. The tests will be carried out by an approved body.

A.5. THE CONCRETE.

A.5.1 Quality of Concrete.

Fifteen (15) days later after the opening of the construction site, and before any execution, the contractor shall submit to the National Laboratory "LABOGENIE" Civil Engineering or any other laboratory authorized by the control for approval, a composition of all concrete and mortars to be implemented, taking account of the materials delivered to the site.

All concrete used in the foundations (lean concrete, mass concrete, stressed and pre-stressed....) will be executed with the CPJ 35 cement. The composition of concrete implementation will be defined by an analysis of composition of FAURY, VALLETTA, DE DREUX of BOLOMAY methods, carried out by the National Laboratory of Civil Engineering. The contractor shall bear the costs of new composition in laboratory studies. All concrete for reinforced concrete pillars must meet the conditions of required resistance. The requirements are the following.

-Characteristic of 28 days compressive strength; 20 bars

-Resistance to traction at 28 days; 22 bars.

In case these values are not obtained, the company will produce a supporting calculation note of security works concerned in accordance with the rules BAEL. 91. Otherwise, it will request the demolition of the concerned works or their strengthening.

A.5.2 Manufacture of concrete and mortar.

The manufacture of concrete will be conducted by a central concrete to weight determination. Whatever the manufacturing process used, the products obtained shall be homogeneous and perfectly

coated aggregates of binders. The duration of mixing to be sufficient to achieve the result intended; once this is achieved, the mixing should not be extended.

The contractor will have any, realize a liquid concrete, given the decrease in resistance caused by excess water. The implementation of dry concrete will be facilitated by the compulsory use of the vibrator.

A sample of concrete taken directly in a waste will have to form a regular ball after quick reciprocating in the palm of the hand and detach easily from the latter without dirt. Testing the cone may be imposed. The water/cement ratio will be determined by the moisture of aggregates.

Concrete:

Concrete works shall be of 4 types:

- i. Lean concrete for foundation works where indicated shall be PC 150kg/m³ and 75mm thick.
- ii. Mass concrete for floor works; All concrete in floor construction shall be 100mm thick and dosage of PC300kg/m³
- iii. Reinforced concrete for works above ground level and not submerged for beams, slabs and pillar works shall be PC350kg/m³ with thickness as shown on the construction drawings.
- iv. Reinforced concrete for underground and submerged structure works including; beams, slabs and pillar works: All reinforced concrete work dosage in these locations shall be PC400kg/m³

Underground concrete works shall be mixed with waterproof additives (Super Zaikalite-1kg powder imported) in recommended manufacturer's dosage.

Mortar:

M250 mortar shall be a mixture of 250 (two hundred and fifty) kilogram's of cement per cubic meter of dry sand.

If the M250 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 300 (three hundred) kilogram's of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used. (Use mortar mixes for various structural components works as specified in project consulting documents available in the procurement unit of characteristics in the tender file).

A.5.3. Implementation of concrete.

Concrete will be implemented as their manufacture; storage in containers requiring an addition of water at the time of employment is strictly prohibited concrete will be always carefully vibrated by cylindrical needles.

Reinforcement nodes will be willing to allow a good implementation of the concrete on the height of the considered work. The company will take all provisions to ensure an altimeter and a correct fixation of the steel to avoid their displacement during casting. Similarly, it will add all bar mounts and ligatures for correct maintenance of the works (sheaths, tubes, pipes, boxes, cleats, pre-frames. etc) taken by itself or other bodies of state in concrete forms.

The implementation of concrete will be made to the right of the beams and the sails. Before casting of a recovery, the former concrete will be carefully disposed of all gravât the jet of air compressed, transplanted to overhang or project outboard gravels and eliminate milt, then washed if necessary, resumption of concrete additives used according to the sheet fact of the product. No resumption of concrete will be made in the visible parts of the works.

Stripping of the works will be carried out when the concrete will have acquired sufficient strength.

A.5.4. Test of Convenience.

It will be executed on the site before the start of the work, a concrete witness to each "workshop" of concrete. Workshop of concrete, consider a set determined position fixed or movable one site to another and which is served by a determined team fixtures. The minimum number of tubes subjected to test is 9.

The actual manufacture of concrete for the construction can start, after agreement of the control, if the nominal resistance to traction and compression to 7 days, are at least equal to 75/100 minimum resistance required in 28 days. The typical 28 day compressive resistance must be at least equal to 270 bars. Otherwise should immediately repeat the test with a new composition.

A.5.5. Tests of concrete during work, test tube,

They are defined in article "Test of receipt of materials".

B.5.6. Failure to implement, surface condition.

For no-admissible by the Contracting Authority considered on concrete surface conditions, the contractor will have to run to exclusive costs a full patching of the corresponding works with a coating synthetic resin of the type SIKALATEX or equivalent. Implementation and measurements of this coating must conform to the manufacturer's technical background.

NB: (Concrete mixes for various structural component works as specified can be consulted from the Request for Financing Document at PNDP Procurement Unit upon award of contract).

A.6. Acceptance of materials testing.

The DTU standards specify the results of the tests required on materials and their pace. The resistors mentioned in the tables correspond to characteristic resistance. These tests must run by the Civil Engineering National Laboratory or any other laboratory approved by the MINTP, at the expense of the company.

Constituent Materials of Concrete

- **Crushed Aggregate**
 - Crushed 0/5 gravel (river sand)
 - Crushed 5/15 fine gravel
 - Crushed 15/25 coarse gravel
 - Natural or crushed sand 0/5 (the quantity retained on a 5 mm sieve must be less than 10 %.
- Crushed aggregate to the site shall be subject to prior approval of the supervisor. The latter must approve the origin of the aggregate. The aggregate should come from rivers, quarries or crushed stable rocks, free of foreign bodies, organic material, dust, mud and clay, whether it sticks to grit or not.

With respect to particle distribution, the following shall apply:

- **Sand (Fine Aggregate)**

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

It should, if need be, be sieved and washed. The sand must come from approved quarries or from rivers. It must not contain more than 5% weight of grit passing through a sieve with 900 meshes per cm² and must not contain particles, whose biggest dimensions exceed the following limits:

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

- For non-reinforced concrete 10/5 mm

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

- **Cement**

Cement shall be of standard brand and manufacture, i.e. CPA 45 or CPJ 35 type or equivalent. The cement used should be artificial cement 215.325 P.15.302 Standard. It should be supplied to the building site in six ply paper bags. Any humid cement shall be rejected and immediately removed from the building site.

The Contractor must inform the supervisor that he has received his supplies.

Random samples could be taken from each lot and tested in an approved laboratory using the AFNOR P.15.301 Standard, at the contractor's expense.

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

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

Reinforcements

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

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

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

Concrete reinforcements shall be assembled to the exact dimensions indicated in the drawings.

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

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

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

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

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

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

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

The iron rods supplied must be at least 11 m long

Placing concrete

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

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

Concrete should be transported from the place where it is made to the place of use with concrete buckets, wheelbarrows or head pans.

Before concreting construction joints, the old concrete must be thoroughly cleaned of any rubble using compressed air, and repeated to reveal gravel and eliminate deposits of dirt; this surface should then be washed and scrubbed with an iron brush and thoroughly soaked. If necessary, admixtures for construction joints can be used, but these must comply with producers' instructions. No concreting of construction joints should be done on the visible parts of structures.

GENERAL TECHNICAL DESCRIPTION OF WORK

The work here will be **FOR THE CONTINUATION OF THE CONSTRUCTION WORKS OF THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH WEST (PHASE III).**

DOCUMENT N° 6: DETAILED COST
ESTIMATE

**BILL OF QUANTITIES AND COST ESTIMATE FOR THE
CONTINUATION OF THE CONSTRUCTION WORKS OF THE
REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS) NORTH
WEST (PHASE III).**

NO	DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
100	MASONRY/RC WORKS				
101	BLOCKS 15X20X40CM FOR THE GOUND FLOOR	M ²	1,200		
102	REINFORCE CONCRETE FOR LINTELS DOSED AT 350KG/M ³	M ³	25		
103	REINFORCE CONCRETE FOR TIE BEAMS DOSED AT 350KG/M ³ FOR FIRST FLOOR	M ³	48		
104	DECKING BLOCKS	NO	6,600		
105	DECKING ACCESSORIES	LS	1		
106	BECKING RC DOSED AT 350KG/M ³	M ³	35		
107	REINFORCE CONCRETE FOR PILLARS DOSED AT 350KG/M ³ FOR SECOND FLOOR	M ³	18		
	Total without taxes				
	Vat (19.25%)				
	Air 2.2% or 5.5%				
	Total (all taxes inclusive)				
	Net payable				

THIS ESTIMATE IS CLOSED AT THE SUM OF

DOCUMENT N° 7: UNIT PRICE
SCHEDULE

UNIT PRICE SCHEDULE
FOR THE CONTINUATION OF THE CONSTRUCTION WORKS OF
THE REGIONAL DELEGATION OF SOCIAL AFFAIRS (MINAS)
NORTH WEST (PHASE III).

NO	DESCRIPTION	UNIT	QUANTITIES	AMOUNT IN FIGURES	AMOUNT IN WORDS
100	MASONRY/RC WORKS				
101	BLOCKS 15X20X40CM FOR THE GOUND FLOOR	M ²	1,200		
102	REINFORCE CONCRETE FOR LINTELS DOSED AT 350KG/M ³	M ³	25		
103	REINFORCE CONCRETE FOR TIE BEAMS DOSED AT 350KG/M ³ FOR FIRST FLOOR	M ³	48		
104	DECKING BLOCKS	NO	6,600		
105	DECKING ACCESSORIES	LS	1		
106	BECKING RC DOSED AT 350KG/M ³	M ³	35		
107	REINFORCE CONCRETE FOR PILLARS DOSED AT 350KG/M ³ FOR SECOND FLOOR	M ³	18		
	Total without taxes				
	Vat (19.25%)				
	Air 2.2% or 5.5%				
	Total (all taxes inclusive)				
	Net payable				

THIS ESTIMATE IS CLOSED AT THE SUM OF

CONTENT

CHAPTER I GENERAL PROVISIONS

Article 01- General

Article 02- Definition and consistency of prices

Document N°5 -THE PRICE LIST

CHAPTER I: GENERAL PROVISIONS

Article 01 :GENERAL

The contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works.

Therefore, he shall not present any complaint, except in the conditions provided for by this contract.

Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

Costs and various charges not giving rise to any payment are supposed to be taken into account in the costs for execution of quantifiable works and shall be included in the various Price lists.

These costs and charges are the following:

- Personnel charges (salaries, travelling expenses, transport and leave allowances, allowances for housing on the building site, miscellaneous allowances, premiums, insurances, medical expenses, etc. .)
- Charges for the conveyance of personnel, equipment and materials, overheads, taxes, duties, registration fees and licence, as well as any other charges relating to works (and notably expenses for the acceptance of works on the field) and to the running of the enterprise.

Similarly, running charges, write-off and maintenance costs of building equipment and rolling equipment, vehicles of all categories, are also supposed to have been included in the costs for execution of quantifiable works.

Prices shall be given in full and in figures. The contractor shall make sure that unit prices in full agree with unit prices in figures.

Then contractor shall not put forward his good faith to shirk his commitment if the global amounts of his bid happen to be modified after verification of compliance of unit prices in figures or calculation of the detailed estimates.