

REPUBLIQUE DU CAMEROUN
PAIX – TRAVAIL – PATRIE

MINISTRE DE DECENTRALIZATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM

BP 63 – KUMBO; TEL: 33 15 59 15

E-MAIL nkumcouncil@yahoo.com



REPUBLIC OF CAMEROON
PEACE – WORK – FATHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

NKUM SUB DIVISION

NKUM COUNCIL

P.O BOX 63 – KUMBO; TEL: 33 15 59 15

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OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER
No.15/ONIT/FEICOM/NKUM COUNCIL/NCITB/2019 OF
THE 20/12/2019 THROUGH THE EMERGENCY
PROCEDURE FOR THE CONTROL OF THE
CONSTRUCTION OF A MODERN MARKET AT TAKIJA IN
NKUM COUNCIL IN BUI DIVISION OF THE NORTH WEST
REGION

FINANCING: *FEICOM/NKUM COUNCIL BUDGET - 2019*

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Document No. 1: Tender notice

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TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER No15/ONIT/FEICOM/NKUM
COUNCIL/NCITB/2019 OF THE 20/12/2019 THROUGH THE EMERGENCY
PROCEDURE FOR THE CONTROL OF THE CONSTRUCTION OF A MODERN
MARKET AT TAKIJA IN NKUM COUNCIL IN BUI DIVISION OF THE NORTH WEST
REGION

FINANCING: FEICOM/NKUM COUNCIL BUDGET - 2019

1. Subject of the invitation to tender:

The Mayor of NKUM, Contracting Authority launches an Open National Invitation to Tender for the control for the construction of the modern market at TAKIJA in NKUM Municipality, BUI Division North West Region. The works to be executed is spelt out in Article 29(a) and 29(d) of the Special Regulations governing the invitation to tender (RPAO) enclosed with the Tender File.

2. Nature of services

The services comprise notably the project for the Control of the construction of a market at TAKIJA in NKUM Municipality,

The project management services include:

- The controlling of the of Execution Works;
- Project Compliance Review of Implementation Studies;
- Assistance distributed during reception operations;
- The plan for the reinforcement of the works.

3. Execution deadline

The maximum deadline provided by the Project Owner or Contracting Authority for the execution of the services forming the subject of this invitation to tender is **Nine (09) months**.

4. Lots

The services are in one lot as follows.

-The control of the construction of a market at TAKIJA in NKUM Municipality;

5. Estimated cost

The estimated cost after preliminary studies is **Seventeen Million Twenty-Eight Thousand Six Hundred and Seventy-Eight (17 028 678) francs CFA**

6. Participation and origin

Participation to this invitation to tender is open to enterprises of Cameroonian nationality that have experience and have carried out control works in this domain

7. Financing

Works which form the subject of this invitation to tender shall be financed by Public Investment Budget FEICOM/NKUM Council for 2019 financial year.

8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of Five hundred and forty thousand five hundred and forty Frs (540 540) FCFA and valid for thirty (30) days beyond the date of validity of bids.

9. Consultation of tender file:

The file may be consulted during working hours at the **Secretariat of the Secretary General of NKUM COUNCIL**, Tel; 677 49 2314, as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the **Secretariat of the Secretary General of NKUM COUNCIL**, Tel; 677 49 2314, as soon as this notice is published against payment of the non-refundable sum of Thirty Thousand (30, 000) CFA francs, payable at Nkum Council Treasury.

11. Admissibility of bids

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

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

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

12. Submission of bids:

Each bid drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, the **Secretariat of the Secretary General of NKUM COUNCIL**, Tel; 677 49 2314, not later than _____ at 12.00 noon and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER No15/ONIT/FEICOM/NKUM COUNCIL/NCITB/2019 OF THE 20/12/2019 THROUGH THE EMERGENCY PROCEDURE FOR THE CONTROL OF THE CONSTRUCTION OF A MODERN MARKET AT TAKIJA IN NKUM COUNCIL IN BUI DIVISION OF THE NORTH WEST REGION

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

13. Opening of bids

The bids shall be opened in two phases. The opening of the administrative file and the technical bid shall first take place followed by the opening of the financial bids of bidders who obtained the required minimum technical score.

The opening of administrative documents and the technical bids on 30/01/2020 at 01:00 pm local time at the NKUM CONFERENCE hall situated at council premises

Only bidders may attend or be represented by a duly mandated person.

The opening of the financial bids shall take place at the end of the technical analysis and shall only concern bidders who obtained the minimum required score of **70%**.

14. Execution deadline

The maximum deadline provided by the Project Owner for the provision of the services forming the subject of this Jobbing Order is *nine (09) months*

15. Evaluation criteria

15.1 Eliminary criteria

- Absence of one of the administrative documents;
- False declaration or falsified documents
- Absence of bid bond or insufficient bid bond
- Technical score below 75 on 100 for enterprises having more than Two (2) years and 60 on 100 for new enterprises after justification (Attestation for Business Exoneration)
- Incomplete Technical or Financial files.

15.2 Essential criteria

Criteria relating to the qualification of bidders shall concern the following aspects:

NO	CRETERIA	EVALUATION
1	General presentation of bid	5 pts
2	Financial guarantee	20 pts
3	Organization, methodology and planning of execution of works	25 pts
4	Human and material resources	40 pts
5	Bidder's reference	10 pts
TOTAL		100 % pts

Only bidders who obtain a technical score of at least 75 points on 100 shall have their financial bids examined.

16. Method of selection of consultant

The consultant shall be chosen using the method in accordance with the procedure described in this Tender File.

17. Award

The Jobbing Order shall be awarded to the realistic best bidder as specified in the Special Regulations of this tender.

18. Validity of bids

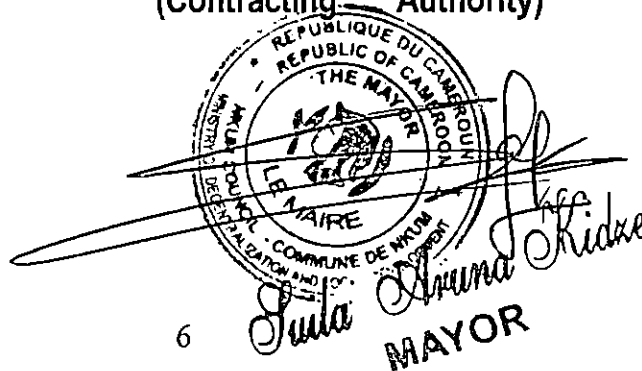
Bidders will remain committed to their bids for 90 days from the deadline set for the submission of bids.

19. Complementary information

Complementary information may be obtained during working hours from the NKUM council, Secretariat of the Secretary General of NKUM COUNCIL, Tel; 677 49 2314,

Done at Tatum, on.....

**The Mayor of NKUM
(Contracting Authority)**



Copies:

- MINMAP
- ARMP
- Chairpersons of TB
- Notice Boards

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AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 15 / ONIT / FEICOM / NKUM COUNCIL / NCITB / 2019 DU 20/12/2019 PAR LA PROCÉDURE D'URGENCE POUR LE CONTRÔLE DE LA CONSTRUCTION D'UN MARCHÉ MODERNE À TAKIJA DANS LA COMMUNE DE NKUM DANS LE DEPARTEMENT DE BUI RÉGION DU NORD-OUEST

Financement : Budget du FEICOM et de la COMMUNE de NKUM de l'exercice 2019.

1. **Objet de l'Appel d'Offres**

Les prestations à exécuter sont définies dans le Dossier d'invitation D'Offres concernant la maîtrise d'œuvre des travaux de Construction d'un marché moderne a NKUM dans la Commune de NKUM , arrondissement de NKUM département de BUI , REGION DU NORD-OUEST. Les travaux à exécuter sont décrits aux articles 29 (a) et 29 (d) du RPAO joints au dossier d'appel d'offres.

2. **Consistance des travaux**

Les travaux comprennent notamment la maîtrise d'œuvre des travaux de Construction d'un marché moderne a TAKIJA dans la Commune de NKUM, arrondissement de NKUM département de BUI, REGION DU NORD-OUEST.

Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **neuf (09) mois**.

3. **Allotissement**

Les travaux sont en un lot ci-après défini :

Pour la maîtrise d'œuvre des travaux de Construction d'un marché moderne a TAKIJA dans la Commune de NKUM, arrondissement de NKUM, département de BUI, REGION DU NORD-OUEST.

4. **Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de Dix-sept Mille Vingt Huit mille Six Cent Soixante Dix Huit (17 028 678) francs CFA

5. **Participation et origin**

La participation au marché est ouverte à égalité des conditions, à toutes les entreprises basées au

Cameroun et remplissant les conditions nécessaires les autorisant à participer à l'invitation d'offres référant au document No 2 dudit appel d'offres.

6. Financement

Les travaux référant à cette invitation d'offres sont financés par le budget du **FEICOM** et de la **COMMUNE de NKUM** de l'exercice 2019.

7. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, précisant trois cent Cinq cent Cinquante Mille Cinq cent Cinquante FCFA (540 540) et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

8. Consultation du Dossier d'Appel d'Offres

Le dossier peut être consulté aux heures ouvrables au secrétariat du Secrétaire General de la Commune de NKUM, Tel 677 49 2314 dès publication du présent avis.

9. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu au secrétariat du Secrétaire General de la Commune de NKUM, Tel 677 49 2314 dès publication du présent avis, contre versement d'une somme non remboursable de Trente mille (30 000) francs CFA, payable à Trésor de la commune de Nkum.

10. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir au secrétariat du Secrétaire General de la Commune de NKUM, Tel 677 49 2314, au plus tard le 30/01/2020 à 12.00 heures et devra porter la mention :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° / ONIT / FEICOM / NKUM COUNCIL / NCITB / 2019 DU 20/12/2019 PAR LA PROCÉDURE D'URGENCE POUR LE CONTRÔLE DE LA CONSTRUCTION D'UN MARCHÉ MODERNE À TAKIJA DANS LA COMMUNE DE NKUM DANS LE DEPARTEMENT DE BUI RÉGION DU NORD-OUEST

A n'ouvrir qu'en séance de dépouillement"

11. Recevabilité des offres

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

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

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

12. Ouverture des plis

L'ouverture des plis se fera en *deux* temps.

L'ouverture des pièces administratives et des offres techniques aura lieu le 30/01/2020 à 13.00 heures par la Commission Interne de Passation des Marchés de la Commune de NKUM dans la salle de

conférence de la Commune de NKUM

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix dûment mandatée.

13. Critères d'évaluation

1. Critères éliminatoires

- Absence d'un document administratif requis ;
- Fausse déclaration ou pièces falsifiées ;
- Absence d'une caution de soumission ou caution de soumission insuffisante ;
- Evaluation technique inférieure à 75 sur 100 pour les entreprises ayant plus de deux ans d'existence et 60 sur 100 pour les jeunes entreprises, après justification (joindre attestation d'exonération de la patente) ;
- Document technique ou financier incomplet.

2. Critères essentiels

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

No	Critères	EVALUATION
1	Présentation générale de l'offre	5 pts
2	Expériences de L'entreprise pour les travaux similaires	20 pts
3	Capacités techniques (ressources humaines et matérielles)	25 pts
4	Méthodologie et le plan d'exécution des travaux	40 pts
5	Capacité financière	10 pts
TOTAL		100% de pts

14. Attribution

Le contrat sera accordé au mieux-disant enchérisseur réaliste comme spécifié dans les Règlements Spéciaux de ce DAO

15. Durée de validité des offres

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

16. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au secrétariat du Secrétaire General de la Commune de NKUM , Tel 677 49 2314

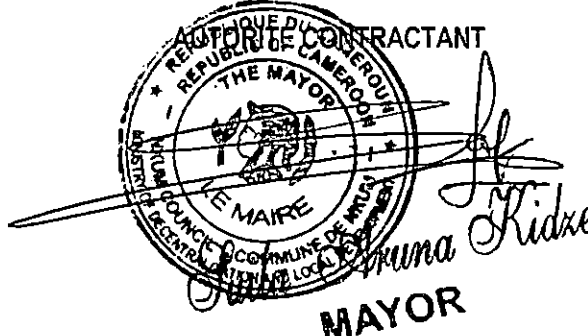
Fait à Tatum, le.....

Le Maire de la Commune de NKUM

Copies :

- MINMAP
- ARMP ;
- Présidents CPM ;
- Affichage.

ACTE DE CONTRACTANT
REPUBLIC OF CAMEROON
THE MAYOR
LE MAIRE
COMMUNE DE NKUM
MAYOR
Prima Kidze



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Document No. 2: General Regulations of the invitation to tender

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 - Evaluation of technical bids
 - Opening and evaluation of financial bids and complaints
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8. Publication of award results and complaints
9. Confidentiality
10. Signature of the contract
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General regulations of the invitation to tender

1. General

- 1.1 The Contracting Authority selects a service provider in accordance with the selection method specified in the Special Regulations of the invitation to tender.
- 1.2 Candidates are invited to submit an administrative file, a technical bid and a financial bid for the provision of the services necessary for the accomplishment of the mission stated in the Terms of Reference. The proposal shall serve as base for negotiation of the contractual terms and eventually the signing of the contract with the candidate retained.
- 1.3 The mission shall be accomplished in accordance with the calendar indicated in the Terms of Reference. Where the mission involves several phases, the performance of the service provider during this phase should satisfy the Project Owner before the next phase commences.
- 1.4 Candidates must be acquainted with the local conditions and take them into account in preparing their bids. To receive first-hand information on the mission and local conditions, candidates are advised, prior to submitting their offers, to take part in the preparatory conference before the preparation of proposals, if the Special Regulations provide for one. But participation in such a conference is not obligatory. Representatives of the candidates must contact officials mentioned in the Special Regulations to organise a visit or obtain complementary information on the preparatory conference. Candidates must ensure that officials are informed of their visit at the required time to take the appropriate measures.
- 1.5 The Project Owner shall furnish the information specified in the Terms of Reference, help the service provider to obtain the licences and permits necessary for the provision of the services and furnish the related data and reports on the project.
- 1.6 It should be noted that:
 - i) costs for preparing the bids and negotiation of the contract, including the visit to the Project Owner are not considered as direct costs of the mission and are therefore not reimbursable; and that
 - ii) the Contracting Authority is not bound to accept any of the bids which would have been submitted.
- 1.7 Service providers shall furnish objective, impartial and professional counsel; in all circumstances, they shall defend the interest of the Project Owner without consideration of an ulterior mission and scrupulously avoid any possibility of conflict of interest with other activities or with the interests of their enterprise. Service providers must not be engaged for missions which would be incompatible with their present or past mission towards other Project Owners or which would risk making it impossible for them to execute their task to the best interest of the Project Owner.
 - 1.7.1 Without prejudice to the general character of this rule, service providers shall not be bound by the circumstances stipulated hereunder:
 - a) No enterprise engaged by the Contracting Authority shall supply goods and services or provide services for a project, nor shall any enterprise affiliated to it be accepted to provide advisory services for the same project. Equally, no design office engaged to supply consultancy services in

view of the preparation or execution of a project nor shall any enterprise affiliated to it, eventually be admitted to supply goods, provide services or execute services linked to its initial mission for the same project (unless it is a continuation of the same project).

b) Neither the service providers nor enterprises affiliated to them can be engaged for a mission which, by its nature, risks being incompatible with another of its missions.

1.7.2 As indicated in paragraph 1.7.1(a) above, service providers may be engaged to perform service downstream where it is essential to ensure some continuity, in which case the Special Regulations must state this possibility and the criteria used in the selection of the service provider must take into account the possibility of renewal. It is exclusively up to the Project Owner to decide to execute or not the activities downstream and if in the affirmative, to determine which service provider shall be engaged to this end.

1.8 The Contracting Authority requires of its bidders and contractors that they strictly respect the rules of professional ethics during the award and execution of these contracts. By virtue of this principle, the Contracting Authority:

a) For purposes of this clause, defines the expressions below in the following manner:

i) is guilty of "corruption" anyone who offers, gives, solicits or accepts any advantage in view of influencing the action of a public employee during the award or execution of a contract;

ii) is involved in "fraudulent manoeuvres" anyone who deforms or distorts facts in order to influence the award or execution of a contract;

iii) "collusion" refers to any form of agreement between two or several bidders (whether the Contracting Authority has knowledge of it or not) aimed at artificially maintaining the price of bids at levels that do not correspond to those that will result from competition;

iv) and "coercive practices" refer to any form of attack on persons or their property or threats against them in order to influence their action in the award or execution of a contract;

b) May reject an award proposal if it determines that the proposed winner is directly or through an agent, guilty of corruption was involved in fraudulent manoeuvres, collusion or coercive practices for the award of the contract.

1.9 Candidates shall communicate information on commissions and bonuses possibly paid or to be paid to agents in relation to this bids and the execution of the contract if it is awarded to the candidate, as requested in the financial bid form ((Tender Letter).

1.10 Candidates must not have been excluded from being awarded contracts because of corruption or fraudulent manoeuvres.

2. Clarifications and amendments done on the Tender File and complaint

2.1 Candidates have up to a date specified in the Special Regulations to request for clarifications on any of the documents of the Tender File. Any request for clarifications must be in writing and forwarded by mail, fax, or electronic mail to the address of the Contracting Authority with a copy to the Project

Owner found in the Special Regulations. The Contracting Authority gives his response by mail, fax or electronic mail to all candidates who bought the tender file and sends a copy of the response (by attaching an explanation of the request for clarification, without identifying the origin) to all those who intend to tender.

- 2.2 At any moment before the submission of bids, the Contracting Authority may, for whatever reason, either at his own initiative, either in reply to a request for clarification from a candidate invited to tender, amend documents of the Tender File by way of an addendum. Any amendment is published in writing in the form of an addendum. The addenda are communicated by postal mail, fax or electronic mail to all the candidates requested and are obligatory on them. At his convenience, the Contracting Authority may postpone the date for the submission of bids.
- 2.3 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may petition the Contracting Authority.
- 2.4 The petition must be addressed to the Minister in charge of Public Contracts with a copy to the Contracting Authority and the body in charge of the regulation of public contracts and to the chairperson of the Tenders Board.

It must reach not later than five (5) days before the opening of bids.

- 2.5 The Contracting Authority has five (5) days to react. The copy of the reaction shall be transmitted to the body in charge of the regulation of public contracts.

3. Establishment of proposals

- 3.1 Candidates are bound to submit bids in the language(s) indicated in the Special Regulations.

Technical proposal

- 3.2 During the preparation of the technical bid, candidates are supposed to examine in detail the documents that make up the consultation file. The blatant insufficiency of the information furnished may lead to the rejection of a bid.

During the preparation of the technical bid candidates must pay particular attention to the following considerations:

- i) The candidate who thinks he does not have all the necessary skills for the mission may obtain them by associating with one or several individual candidates and/or other candidates in the form of joint-venture or sub-contracting as the case may be. Candidates may only enter into joint venture with other candidates solicited for this mission with the approval of the Contracting Authority as indicated in the Special Regulations. Candidates are encouraged to seek the participation of national candidates by concluding joint venture agreements (notarised agreements) with them or sub- contracting part of their mission to them.
- ii) For missions based on work time, the estimate of the work time shall be provided for in the Special Regulations. Meanwhile, the bid must be based on the estimation done by the candidate of the work time put in by the personnel.
- iii) It is recommended that the proposed specialised personnel make up the majority of the candidate's permanent staff or have a stable long standing working relation with the candidate.

- iv) The proposed specialised personnel must have at least the experience indicated in the Special Regulations, experience which it would have acquired in similar working conditions in the country where the mission will take place.
 - v) No choice of specialised personnel may be proposed and only one curriculum vitae (CV) per job position shall be authorised.
- 3.3 Reports to be produced by candidates within the framework of this mission must be written in the language(s) stipulated in the Special Regulations. It is recommended the candidate's personnel should have a good practical mastery of English and French.
- 3.4 The candidate's technical offer with the help of the attached tables should provide the following information (Document No. 4):
- i) A brief description of the candidate and a general idea of his recent experience within the framework of similar missions (Table 4B). For each of them, this summary must especially indicate the characteristics of the proposed personnel, the duration of the mission, the amount of the contract and the share of the candidate.
 - ii) All possible observations or suggestions on the Terms of Reference, data, services and installations must be furnished by the Contracting Authority (Table 4C).
 - iii) A description of the methodology and work plan proposed to accomplish the mission (Table 4D).
 - iv) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 4E).
 - v) Recent curricula vitae signed by the proposed specialised personnel and the representative of the candidate empowered to submit the proposal (4F). In the key information must feature for each, the number of years of experience of the candidate and the scope of responsibilities exercised within the framework of the various missions during the past ten (10) years.
 - vi) Estimates of the contribution by the personnel (senior and support staff, time), necessary for the accomplishment of the mission, justified by bar diagrams, indicating the work time provided for each senior staff of the team (Tables 4E and 4G).
 - vii) A detailed description of the method, personnel strength and follow-up envisaged for training, if the Special Regulations state that this is a major element of the mission.
 - viii) Any other information requested in the Special Regulations.
- 3.5 The technical proposal must not include any financial information.

Financial proposal

- 3.6 The financial bid must be established using model tables (Document No. 5). It lists all the related costs of the mission. If need be, all the costs may be distributed by activity.
- 3.7 The financial bid must separately present taxes, duties (including social security contributions), rates and other applicable tax costs by virtue of the laws in force on the candidates, sub-

contractors and their personnel (other than citizens or permanent residents of Cameroon), except otherwise indicated in the Special Regulations of the Invitation to Tender.

- 3.8 Candidates must indicate the price of their services in the currency (ies) specified in the Special Regulations.
- 3.9 Commissions and bonuses paid to be paid eventually by the candidates in relation to their mission shall be specified in the submission letter of the financial bid (Section 5.A).
- 3.10 The Special Regulations of the invitation to tender indicates the duration of the validity of the bids from the date of submission. During this period, candidates must make available the specialised personnel proposed for the mission. The Contracting Authority in relation with the Project Owner shall do everything possible to conclude the negotiations within the time limit. If he intends to extend the validity of the bids, candidates who do not want it are justified in refusing such an extension.

4. Submission, reception and opening of bids

- 4.1 The original of the bid must be in indelible ink. It should have no additions between the lines or overloading on the same text. Except only to correct possible mistakes made by the candidate himself, any correction of this type must be initialled by signatory (ies) of the bids.
- 4.2 A representative duly authorised by the candidate must initial all the pages of the bid. This authorisation must be confirmed by a written power of attorney attached to the bid.
- 4.3 For each proposal, the candidates must prepare the number of copies indicated in the Special Regulations of the invitation to tender. Each technical and financial bid must bear the inscription "ORIGINAL" or "COPY" as the case may be. In case of discrepancy between the copies of the bids, it is the original copy that shall be considered as authentic.
- 4.4 Candidates must put the original and all the copies of the administrative documents listed in the Special Regulations in one envelope bearing the inscription "ADMINISTRATIVE DOCUMENTS", the original and all the copies of the technical bid in an envelope clearly bearing the inscription "TECHNICAL BID" and the original and all the copies of the financial offer in a sealed envelope clearly bearing the inscription "FINANCIAL BID" and the warning "TO BE OPENED TOGETHER WITH THE TECHNICAL BID" Candidates should then put all the three (03) envelopes in the same sealed envelope which bears the address where the bids are deposited and the information indicated in the Special Regulations, as well as the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION".
- 4.5 The bid bond may be seized:
 - a) if the bidder withdraws his offer during the period of validity,
 - b) if the preferred bidder:
 - i) fails in his obligation to subscribe the contract or,
 - ii) fails in his obligation to furnish the final bond required;
 - iii) refuses to receive notification of the contract
- 4.6 The duly established administrative file, the technical and financial bids must be submitted to the address indicated not later than the date and time stated in the Special Regulations. Any bid received after the deadline for submission of bids shall be returned to the sender unopened.

- 4.7 As soon as the time limit for the submission of bids expires, the administrative and technical files are opened by the Tenders Board. The financial bid remains sealed and is handed over to the chairperson of the competent Tenders Board who keeps it until the session for the opening of financial bids.

5. Evaluation of proposals

General

- 5.1 Bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for issues having to do with their offers between the opening of bids and the award of the contract.
- 5.2 Any attempt made by any bidder to influence the proposals of the Tenders Board relating to the evaluation and comparison of bids or decisions of the Contracting Authority in view of the award of a contract may lead to the rejection of his offer.

Evaluation of technical bids

- 5.3 The Evaluation sub-committee set up by the Tenders Board , evaluates the technical bids on the basis of their compliance with the Terms of Reference, with the help of evaluation criteria, sub-criteria (generally, not more than three per criterion) and of the points system specified in the Special Regulations. Each compliant bid is attributed a technical score (Ts). A bid is rejected at this stage if it does not satisfy the important aspects of the Terms of Reference or does not obtain the minimum technical score mentioned in the Special Regulations.
- 5.4 At the end of the evaluation of the technical quality, the Contracting Authority notifies the bidders whose bids did not obtain the minimum quality score that their bids were not retained; their financial bids are returned to them at the end of the selection process unopened. At the same time, the Contracting Authority notifies candidates who obtained the minimum qualification score and informs them of the date, time and venue of the opening of the financial bids.. This notification may be addressed to them by registered mail, fax or electronic mail.

Opening and evaluation of financial bids

- 5.5 The financial bids are opened by the Tenders Board in the presence of representatives of the candidates which wish to attend. The name of the candidate and the proposed price are read out loud and entered in writing during the opening of the financial bids. The Contracting Authority takes down minutes of the opening session.
- 5.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately puts at the disposal of the focal point designated by ARMP, an initialled copy of the bids submitted by bidders.
- 5.7 In case of petition, it must be addressed to the Minister in charge of Public Contracts with copies to the body in charge of regulation of public contracts and the Project Owner or Delegated Project Owner.

It must reach within a maximum deadline of three (03) 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 complainant and possibly by the chairperson of the Tenders Board.

The Independent Observer shall attach to his report the sheet handed to him, with related comments or observations.

- 5.8 The Evaluation sub-committee shall determine if the financial bids are complete (that is, if all the elements of the corresponding technical proposal have been costed; shall correct any calculation error and shall convert the prices expressed in various currencies into the currency mentioned in the Special Regulations. The official exchange rate used to this effect furnished by the Bank of Central African States (BEAC) shall be those in force on the deadline for the submission of bids. The evaluation is done without taking into account the dues, taxes and other taxes as defined in paragraph 3.7.
- 5.9 In case of quality-cost selection, the compliant lowest financial bid (fm) shall be awarded a financial score (sf) of 100 points. The financial scores (sf) of other bids shall be calculated as indicated in the Special Regulations. The bids are classified in relation to their combined technical scores (st) and financial scores (sf) after introduction of weights (T being the weight attributed to the technical bid and P the weight attributed to the financial bid; $T + P$ being equal to 100, as indicated in the Special Regulations. The candidate with the highest combined technical and financial score is then invited for negotiations.
- 5.10 In case of selection within the framework of a determined budget, the Evaluation sub-committee shall retain the consultant with the best technical bid within the limits of the budget ("evaluated price"). The bids above this budget shall be rejected. In case of least cost selection, the client or Contracting Authority shall retain the lowest bid ("evaluated price") among those which obtained the minimum required score. In the two cases, the selected consultant shall be invited for negotiations.

6. Negotiations

- 6.1 Negotiations may take place at the address indicated in the Special Regulations between the Contracting Authority and/or Project Owner and the candidate whose offer is retained, the objective being to reach an agreement on all the points and signing a contract.

In no case shall there be concomitant negotiations with more than one candidate. These negotiations which must have nothing to do with the unit prices must culminate in minutes signed by the two parties.

- 6.2 Negotiations shall involve discussions on the technical proposal, the proposed methodology (work plan), personnel and any suggestion made by the candidate to improve on the Terms of Reference. The Contracting Authority and/or Project Owner the candidate shall then draw up the final Terms of Reference, the bar diagrams indicating the activities, the personnel used, and the time spent on the field and at the head office, time spent monthly on work, logistics and the regulations for writing reports. The work plan and the final Terms of Reference which were agreed upon are then integrated into the "Description of Services" which shall be part of the contract. Care should be taken to obtain as much as possible from the candidate within the limits of the budget and to clearly define the inputs which the project Owner must furnish to ensure the proper execution of the mission.
- 6.3 Financial negotiations especially shall aim at specifying (where need be) the candidate's tax obligations in the Republic of Cameroon and the manner in which these obligations are taken into account in the contract; they shall also integrate the agreed technical modifications into the cost of services. Except under exceptional circumstances, financial negotiations shall

have nothing to do either with the rate of remuneration of the personnel (no breakdown of rates) or on other unit rates, whatever the method of selection.

- 6.4 Having based its choice of a candidate, among other things, on an evaluation of the proposed specialised personnel, the Contracting Authority shall be expected to negotiate the contract on the basis of the experts whose names feature on the proposal. Prior to the negotiation of the contract, the Contracting Authority shall insist on the assurance that these experts are effectively available. The Contracting Authority shall not take into account the replacement of this personnel during negotiations, except if the two parties agree that this replacement was rendered unavoidable because a major delay in the selection process or that these replacements are indispensable in the realisation of the objectives of the mission. If this is not the case and if it is established that the candidate proposed a key person without being sure of his availability, the company may be disqualified.
- 6.5 The negotiations shall culminate in the examination of the draft contract. The candidate and the Contracting Authority shall conclude by initialling the agreed contract. If the negotiations fail, the Contracting Authority shall invite the candidate whose bid was placed second for negotiations.

7. Award of the contract

- 7.1 Once the negotiations are over, the Contracting Authority shall award and publish the results.
- 7.2 The successful bidder is supposed to start his mission on the date and time specified in the Special Regulations.

8. Publication of results of award and petitions

- 8.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.
- 8.2 The Contracting Authority shall be bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 8.3 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 of public contracts shall be kept.
- 8.4 In case of complaint as provided for by the Public Contracts Code, it should be addressed to the Minister of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Project Owner and the chairperson of the Tenders Board.
It must take place within a maximum deadline of five (5) working days after publication of the results.

9. Confidentiality

No information concerning the evaluation of the bids and the recommendations for award must be communicated to the bidders who submitted a tender or any other person who was not qualified

to take part in the selection procedure, as long as the award has not been notified to the successful bidder.

10. Signing of the contract

- 10.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board concerned for examination and adoption.
- 10.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 10.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

11. Final Bond

- 11.1 Within twenty (20) days of the notification by the Contracting Authority, the service provider shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 11.2 The bond whose rate varies between 2 and 5 % may be replaced by a guarantee from a banking establishment approved according to the instruments in force, with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 11.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide either a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 11.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract under the conditions laid down in the GAC.

REPUBLIQUE DU CAMEROUN
PAIX – TRAVAIL – PATRIE

MINISTRE DE DECENTRALIZATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

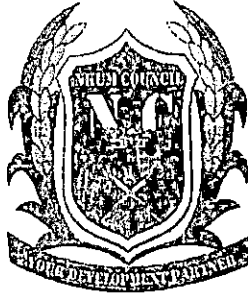
DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM

BP 63 – KUMBO; TEL: 33 15 59 15

E-MAIL nkumcouncil@yahoo.com



REPUBLIC OF CAMEROON
PEACE – WORK – FATHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

NKUM SUB DIVISION

NKUM COUNCIL

P.O BOX 63 – KUMBO; TEL: 33 15 59 15

E-MAIL nkumcouncil@yahoo.com

Document No. 3: Special Regulations of the Invitation to Tender

SPECIAL REGULATIONS GOVERNING THE OPEN NATIONAL INVITATION TO TENDER (RPAO)
Clauses of the Special Regulations

1.1 Definition of works:

Works concern for the Control of the construction of a modern market at TAKIJA in NKUM Municipality BUI North West Region.

The works mainly include:

- ✓ Follow up of execution of works, control of the quality of equipment and works in compliance with the control pursuant to technical prescriptions, monitoring of technical verification (flow, pressure, tightness), putting in place of subsidiary measures (coordination, training, information), mastering the plan of possible repairs of network, assistance during acceptance and the guarantee period.

Name and address of Contracting Authority: **Mayor of NKUM Council.**

References of the invitation to tender:

OPEN NATIONAL INVITATION TO TENDER

Open National Invitation to Tender No15/ /ONIT/FEICOM/NKUM
COUNCIL/NCITB/2019 of the 20/12/2019 through the emergency procedure for the
control of the construction of a modern market at TAKIJA in Nkum Council in Bui
Division of the North West Region

1.2 . DEADLINE FOR EXECUTION:

For the works relating to the initial phase, the deadline for execution shall not exceed **nine (09) months** with effect from the date of notification to start works. The deadline for the subsequent phase shall depend on the duration of works.

The contractor is expected to have a good mastery of the geographical and climatic conditions of the locality of the project. He shall mobilize the necessary human and material resources for its execution within the deadline prescribed and in compliance with the skills required and the required specifications in the Special Technical Conditions.

In case of any delay in the execution of works, the Contracting Authority shall warn the contractor to take necessary measures to improve on the situation. The procedures spelt out in Article 37 of this Jobbing Order shall be applied.

3. Source of funding:

This Works shall be financed in multiple phases by the Public Investment Budget of the Republic of Cameroon. The works earmarked under this Jobbing Order and all the taxes relating thereto shall be financed by the Public Investment Budget FEICOM/NKUM Council for 2019 financial year.

3. Main criteria for qualification of bidders

Participation to this invitation to tender shall be opened to enterprises that have experience and have carried out control works in this domain, which is not bankrupt,

- a) who has not suspended all payments evidenced by a court ruling for reasons other than bankruptcy,

- b) who is not subject to legal proceedings with suspension of all payments and which may lead to a declaration of bankruptcy with partial or total removal of the management and ownership of his property,
- c) who has not been convicted and sentenced for an offence affecting his professional morality,
- d) Who has not been guilty of false declarations in connection with the information required for his participation in an invitation to tender?

He shall also show proof of the following guarantees:

No.	Guarantee	Level / type of guarantee
1	Financial guarantee (self-financing capacity)	5.000.000 F CFA
2	Equipment of the enterprise	Should show ownership of the resources: Pick up 4 x 4 or van, computer equipment, survey equipment and any other equipment necessary for the control.
3	Essential personnel (Project manager, foreman etc)	<ul style="list-style-type: none"> - A mission head: Civil Engineer having at least five (03) years' work experience; - Two (02) technical assistants: at least Senior Civil Engineering Technician having at least three (03) years' work experience; - Support staff (driver, secretary, surveyor, laboratory technician, etc...)

3.1. Bidders shall be evaluated on the basis of the following elements:

Eliminatory criteria

- Absence of one of the administrative documents;
- False declaration or falsified documents
- Absence of bid bond or insufficient bid bond
- Technical score below 75 on 100 for enterprises having more than Two (2) years and 60 on 100 for new enterprises after justification (Attestation for Business Exoneration)
- Incomplete Technical or Financial files.

Essential criteria

Criteria relating to the qualification of bidders shall concern the following aspects:

NO	CRITERIA	EVALUATION
1	General presentation of bid	5 pts
2	Financial guarantee	20 pts
3	Organization, methodology and planning of execution of works	25 pts
4	Human and material resources	40 pts
5	Bidder's reference	10 pts
TOTAL		100 % pts

Only bidders who obtain a technical score of at least 75 points on 100 shall have their financial bids examined.

Copies of the diplomas of essential personnel shall be certified by the competent authorities.

The NKUM Internal Tenders' Board shall declare any bid non-compliant if its administrative documents are found to be non-compliant or if it has scored a total mark below 75 points over 100 for the evaluation of the technical file.

The financial files of bidders whose administrative and technical files have been declared inadmissible shall be put at their disposal and they shall be notified thereof. They shall be destroyed if they are not withdrawn within fifteen (15) days as from the date of award of the Jobbing Order.

Financial proposals shall be opened in the presence of the representatives of successful bidders following examination of the administrative file and evaluation of the technical file. The name of the bidder and the prices proposed shall be read aloud and recorded in writing during the opening of financial bids. The NKUM Internal Tenders' Board for the North West shall draw up minutes of the session.

The Evaluation Sub-Committee shall determine if the financial proposals are complete, that is to say if all the items of the technical proposal have been duly filled and correct any miscalculation.

Corrections shall be done as follows:

- 1) In case of discrepancy between the amount in figures and the amount in words, the amount in words shall override;
- 2) In case of error of multiplication of unit prices by the relevant quantity, the price of the unit price list shall override;
- 3) By applying the rebates offered by the bidder.

The amount stated in the bid, corrected in keeping with the procedure referred to above, is supposed to commit the bidder. If the bidder, whose bid is corrected and retained, does not accept the said correction, his bid shall be rejected and the bid bond may be withheld in accordance with the regulation in force.

Any bid including items of the bill of estimates for which the bidder has not specified the unit price shall also be rejected.

On a whole, the financial bid shall be assessed over 100 points, the realistic lowest bid shall score the majority of points; the others shall be assessed as follows:

Financial Score FS = (100 x amount of the realistic lowest bid) / (amount of the bid assessed)

The Grand Total (GT) to be given to each bidder shall be calculated as follows:

$GT = 75\% \times TS + 25\% \times FS$
--

Shall be considered the best the bid that scores the best grand total, offers the best cost-quality ratio and meets the requirements of the NKUM Internal Tenders' Board for the North West.

The NKUM Internal Tenders' Board for the North West may request any bidder to give clarifications on any point which shall be deemed necessary for the understanding of his bid. The request for clarifications and the reply given to it shall be by letter or telex, but no modification of amount or content of bid shall be required, granted or authorized, unless it is needed to confirm correction of the miscalculations discovered during the assessment of bids in accordance with the provisions of the RGAO.

3.2. In case of a business grouping:

In case the bid is submitted by a business grouping comprising several corporate bodies or moral persons, it shall be signed by each of them and they shall jointly choose the representative of the group before the Contracting Authority.

3.3. Visit to the construction site and preparatory meeting:

The bidder is advised to visit and inspect the construction site and its surroundings and to obtain by himself, and under his responsibility, any information that may be necessary for the preparation of the bid and execution of works. The expenses relating to the visit shall be borne by the bidder.

The Contracting Authority shall authorize the bidder and his employees or agents to have access to the premises and on his lands for the purpose of this visit, but only on the express condition that the bidder, his employees and agents, free the Contracting Authority from any responsibility that may ensue there from and compensate him if necessary, and that they remain responsible for mortal or corporal accidents, losses or material damages, costs and expenses incurred for the visit.

The Contracting Authority may organize a visit to the construction site during the meeting meant for the preparation of bids.

4. Language of bid:

Bids as well as all the correspondence and documents, exchanged between bidders and the Contracting Authority shall be drafted in English or French. Additional documents and forms provided by bidders may be drafted in a different language provided they are submitted with accurate translation in French or English; in this case and for the purpose of interpretation of the bid, the translation shall override.

4.1. The list of documents to be provided shall be filled, grouped together in three volumes put respectively in internal envelopes and divided as follows:

Envelope A – Volume I: Administrative documents

Envelope A shall be labelled « **Administrative documents** » and shall contain the following documents, valid and produced as originals or certified true copies by the competent administration and preceded by a flyleaf:

- (1) A stamped declaration of the contractor's intention to tender on which shall appear his names, other names, capacity, residence and nationality; but if it is a company, its proper business name and headquarters shall be indicated.
- (2) A copy of taxpayer's card (Carte du contribuable).
- (3) An Affidavit of non-bankruptcy issued by the competent court.
- (4) Business License (Patente) for the current financial year, showing the turnover of the company.
- (5) An attestation issued by the National Social Insurance Fund.
- (6) An attestation of Bank Account.
- (7) A temporary guarantee deposit for the tender (caution de soumission).
- (8) The Power of Attorney or "Authorization" where necessary.
- (9) A Certificate of non-redevance issued by ARMP.
- (10) A certificate of incorporation issued by the competent court.
- (11) A receipt showing amount paid to obtain the tender file issued by the Public Treasury.
- (12) An Attestation of non-indebtedness issue by competent Taxation service.
- (13) The localization plan of the enterprise office.

Under no circumstances shall the bidder state the amount of his bid in a document not included in the financial bid. The signature on the last page of each document shall be preceded by the inscription "read and approved" followed by the name and status of the signatory.

In case of a business grouping, each member of the group shall present a complete administrative file; documents A9, A10, A11, and A12 shall be presented only by the representative of the group.

Envelope B – Volume II: Technical bid

The second envelope (B) shall be labelled «**Technical bid**» and shall contain the volume of the following documents preceded by a flyleaf:

- B.1 A form containing general information on the bidder, a model of which is provided in **Appendix 1**;
- B.2 The Organization chart of the enterprise, as well as the list of personnel "senior staff" and "supervisory grade employees" (**Appendix 6**) of the enterprise, specifying the seniority of each of them in the enterprise;
- B.3 The technical and material resources that the bidder intends to use for the execution of control.
- B.4 An analysis of the control to be carried out, as well as the technique and method he intends to use.
- B.5 Planning for the execution for control
- B.6 References of the bidder, notably those relating to the works carried out and his experience in the type of work which forms the purpose of this open national invitation to tender. For the new companies, they should show proof of resources (equipment and personnel).
- B.7 A site visit report and an attestation of visit to the site signed by the Mayor of NKUM Council.
- B.8 The capacity to pre-finance the control with relevant proofs.
- B.9 The Special Administrative Conditions (CCAP), the Special Technical Conditions (CCTP), as well as the Special Regulations governing the open national invitation to tender (RPAO), duly initialled on each page and signed on the last page

Envelope C – Volume III: Financial bid

The third envelope (C) shall be labelled «**Financial bid**» and shall contain the volume of the following documents initialled on each page and signed by the bidder:

- C.1 The bid proper, submitted as original drafted in accordance with the model enclosed herewith, fiscal stamp at the rate in force, signed and dated;
- C.2 The price list, duly filled, signed and dated, stating unit prices exclusive of VAT, in words and in figures;
- C.3 The estimate of quantity and costs, duly filled, stating the total amount exclusive of VAT, the amount of VAT, and the total amount all taxes inclusive;
- C.4 The price sub-detail schedule shall be properly filled by the bidder.

NB: Various parts of the originals and copies included in a file must be separated by colour insets, so as to make examination easy.

(stamped means):-with Fiscal stamp of 1000 f CFA each

Price and currency of bid

4.2. The amount of bids shall be given in CFA Francs which shall therefore be the contractual money of account and payment.

All the duties, taxes and contributions payable by the bidder for the Jobbing Order or other, thirty (30) days before the deadline for submission of bids shall be included in the total amount of the bid.

4.3. Prices of the Jobbing Order shall not be subject to modification.

4.4. The currency of the country of the Contracting Authority (national currency): the CFA Franc

Preparation and submission of bids

5. Period of validity of bids:

The period of validity of bids shall be ninety (90) days with effect from deadline for submission of bids.

6. Amount of the bid bond:

The bid bond shall amount to Five Hundred and Forty Thousand Five Hundred and Forty (540 540) FCFA

6.1 Venue, date and time of the preparatory meeting to make out bids:

There shall be no preparatory meeting to make out bids.

7. Number of copies of bids which must be filled and forwarded:

Six (07) copies of which one original and five (06) copies of Administrative, Technical and Financial documents labelled as such.

8. Address of the Contracting Authority to which bids shall be forwarded:

The Mayor of NKUM BUI Division, North west Region.

9. Date and deadline for submission of bids:at 12.00 noon local time.

10. Place, date and time for opening of bids:

Administrative and technical bids shall be opened in the conference hall of the NKUM Council on/2019 at 01 pm. prompt local time.

Evaluation and comparison of bids

11. Currency to be used for conversion into a single currency: the CFA Franc

Source of exchange rate: Bank of Central African States (BEAC)

Date of exchange rate: To be specified when the deadline for submission of bids shall be known.

12. National bidders shall not enjoy any degree of preference during the evaluation of bids.

EVALUATION GRID FOR THE CONTROL OF THE CONSTRUCTION OF THE NKUM MODERN MARKET

NO	CRITERIA	EVALUATION
1	General presentation of bid	5 pts
2	Financial guarantee	20 pts
3	Organization, methodology and planning of execution of works	25 pts
4	Human and material resources	40 pts
5	Bidder's reference	10 pts
TOTAL		100 % pts

Nº	Description	Marks (100pts)	Remark(s)
A	General presentation of bids	5pts	
1	Presence of all documents	1	
2	Properly bind	1	
3	Pages numbered	1	
4	Separators in color apart from white	1	
5	Order described respected	0.5	
6	Clearness of the documents	0.5	
Total			
B	Pre-financing	20pts	
1	100% personal financial means (bank statement)	20	
	By personal or bank engagement to pre finance	10	
Total			
C	Organization, methodology and planning of execution of works	25pts	
1	Attestation of site Visit	2	
2	Site Visit report with pictures	3	
3	Detailed technical note on the control	5	
4	Other Necessary control where necessary	3	
5	Manpower deployment schedule	2.5	
6	Respect of the duration of work	5	
7	CCTP dully initialed on each page, signed and dated on the last page	1	
8	CCAP dully initialed on each page, signed and dated on the last page	1	
9	Acceptable Planning of execution of works	2.5	
Total			
D	Human and material resources	40 pts	
l)	Human resources	30pts	
a	Chief of mission: Civil Engineer		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 3 years in Civil engineering works	2	
5	Attestation of availability	1	
Total			
b	Assistant Chief of mission (control engineer): Civil Engineer (Major works)		
1	Diploma certified	1	
2	CV signed and dated	1	

3	Presentation of original of certificate	1	
4	Professional experience at least 2 years in Civil engineering works	2	
5	Attestation of availability	1	
c	Technical Assistant N° 1 (Senior Civil Engineering Technician)		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 3 years in Civil engineering works	1	
5	Attestation of availability	1	
d	Technical Assistant N° 2 (Senior Civil Engineering Technician) Finishing works		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 3 years in Civil engineering works	1	
5	Attestation of availability	1	
e	Surveyor		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Professional experience >2 years in Civil engineering works	1	
4	Attestation of availability	1	
f	Secretary		
1	Certificate certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 2 years' experience	0.5	
4	Attestation of availability	0.5	
g	Driver		
1	Driving license certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 2 years' experience	0.5	
4	Attestation of availability	0.5	
	Total		
II)	Material resources	10pts	
1	Certified copy of a vehicle (Pick up 4 x 4 or van)	4	
2	List of key equipment	1	
3	Proof of 50% ownership of equipment	1	
	Proof of hiring of equipment	1	
4	Has computer equipment	2	
5	Has survey equipment	1	
	Total		
E	References of the company in the domain of control, studies of similar	10pts	Not applied for new companies

	works and any other intellectual services:		
1	More than one (01) contract registered (1st and last page & certified)	3	
	One (01) contract registered (1st and last page & certified)	2	
2	More than one (01) reception PV corresponding to the attached contracts	3	
	One (01) reception PV corresponding to the attached contract	2	
Total			
Grand Total		/100	

Sign

Chairman	Secretary	Member

Award of Jobbing Order

13. Within (20) days following notification of the Jobbing Order by the Contracting Authority, the contractor shall provide to the Contracting Authority a performance bond whose model is presented in Document No.10, Appendix No. 3 of this Tender File.

The performance bond shall amount to 5% of the cost of the Jobbing Order. It may be replaced by a bond issued by a banking establishment authorized in accordance with the instruments in force, with the Mayor of NKUM Council as beneficiary or by a personal joint or several bonds.

This security bond shall be refunded or the bid bond which replaces it shall be freed at the written request of the contractor after the final acceptance (one year after provisional acceptance) as stipulated under Article 41 of the CCAP.

REPUBLIQUE DU CAMEROUN
PAIX – TRAVAIL – PATRIE

MINISTRE DE DECENTRALIZATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM

BP 63 – KUMBO; TEL: 33 15 59 15

E-MAIL nkumcouncil@yahoo.com



REPUBLIC OF CAMEROON
PEACE – WORK – FATHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

NKUM SUB DIVISION

NKUM COUNCIL

P.O BOX 63 – KUMBO; TEL: 33 15 59 15

E-MAIL nkumcouncil@yahoo.com

Document No. 4: Special Administrative Conditions (SAC)

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Chapter I: General

Article 1: Subject of Jobbing Order

The subject of the Jobbing Order must be in consonance with article 1 of the GAC relating to the scope of application.

The subject of this jobbing order shall be the control for the construction of a market at TAKIJA in NKUM Municipality, BUI Division North West Region.

Article 2: Jobbing order award procedure (GAC supplemented)

This Jobbing Order shall be awarded following Open National Invitation to Tender No15/ONIT/FEICOM/NKUM COUNCIL/NCITB/2019 OF THE 20/12/2019 through the emergency procedure for the control of the construction of a modern market at TAKIJA in Nkum Council in Bui Division of the North West Region

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

3.1 General definitions

- The Contracting Authority shall be the Mayor of NKUM Council. He awards the contract, ensures the preservation of originals of said Jobbing Order documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation through the focal point designated to this effect.
- The Authority in charge of the effective provision of the services is the Ministry in charge of Public Contracts.
- The Project Owner shall be the Mayor of NKUM Council. He represents the beneficiary administration of the services.
- The Jobbing Order Manager shall be the Secretary General of NKUM Council cf. Public Contracts Code. He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Jobbing Order Engineer shall be The Delegate of Public Works for BUI Division. He shall be responsible for the technical monitoring of the contract
- The Project Manager of this Jobbing Order shall be the Secretary General of NKUM Council;
- The service provider *[specify]*.

3.2 Security

This Jobbing Order may be used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be the Mayor of NKUM Council
- The authority in charge of the clearance of expenditures shall be the General Manager of FEICOM
- The body or official in charge of payment shall be the Accountant of FEICOM
- The official competent to furnish information within the context of execution of this Jobbing Order shall be the Mayor of NKUM Council

Article 4: Language, applicable law and regulation

4.1 The language to be used shall be *English and/or French*.

4.2 The service provider shall be bound to observe the laws, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Jobbing Order.

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

Article 5: Constituent documents of the Jobbing Order (Article 8 of GAC)

The constituent contractual documents of this Jobbing Order are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the finalized Terms of Reference or description of services;
- 3) The Special Administrative Conditions (SAC);
- 4) The Terms of Reference or description of services;
- 5) The particular elements necessary for the determination of the Jobbing Order price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The execution schedule or plan of action etc.
- 7) The General Administrative Conditions applicable on services and intellectual services contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Jobbing Order.

Article 6: General instruments in force (GAC supplemented)

This Jobbing Order shall be governed by the following general instruments:

1. *Framework Law No. 96/12 of 5 August 1996 on the management of the environment;*
2. *The Mining Code;*
3. *Instruments governing the various professional bodies;*
4. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
5. *Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;*
6. *Decree No. 2019/366 of 20 Juin 2019 to institute the Public Contracts Code;*
7. *Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;*
8. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
9. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*
10. *Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;*
11. *The circular No 000001/C/MINFI/ of January 2019 relating to the execution, and control of execution of the budget of the State 2019, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies*
12. *Unified Technical Documents (DTU) for building works;*
13. *Applicable standards;*
14. *Other instruments specific to the domain concerned with the contract.*

Article 7: Communication (Articles 6 and 10 supplemented)

- 7.1 All communications within the framework of this Jobbing Order shall be written and notifications sent to the following address:

- a. *In the case where the service provider is the addressee:*
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Jobbing Order Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;
- b. *In the case where the Project Owner is the addressee:*
Sir/Madam _____ [to be specified] with a copy addressed to the Contracting Authority, Jobbing Order Manager, and Jobbing Order Engineer, where need be, within the same deadline.
- c. *In the case where the Contracting Authority is:*
Sir/Madam [specify] with a copy addressed within the same deadline to the Project Owner, Jobbing Order Manager, Jobbing Order Engineer and Project Manager, where applicable

Article 8: Administrative Orders (Article 7 of GAC)

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

- 8.1 The Administrative Order to start execution shall be signed by the Contracting Authority [and notified to the service provider by the Jobbing Order Engineer with a copy to the Jobbing Order Manager, Project Owner, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the service provider with a copy to the Jobbing Order Manager, the Jobbing Order Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the services shall be signed directly by Jobbing Order Manager and notified to the service provider by the Jobbing Order Engineer or Project Manager (where applicable).
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the service provider by the Jobbing Order Manager with a copy to the Contracting Authority, the Jobbing Order Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the service provider with a copy to the Project Owner, Jobbing Order Manager, and Jobbing Order Engineer.
- 8.6 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.7 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

Article 9: Contracts with conditional phases (GAC supplemented)

This Works shall be financed in one phase by the Public Investment Budget of the Republic of Cameroon. The control of the works carries 19 626 168 Francs CFA of the total cost of this project.
At the end of a phase, the Project Owner shall carry out the acceptance of the services and issue an attestation of proper execution to the service provider. This attestation shall determine the start of the following conditional phase.

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [specify]

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Project Owner or Jobbing Order Manager. In case of modification, the service provider shall have himself replaced by a member of staff of equal competence (*qualifications and experiences*).

- 10.2 Any unilateral modification on the supervisory staff made in the proposed equipment and personnel prior to and during the execution of services shall be a reason for termination of the Jobbing Order as mentioned in article 35 below or the application of penalties.
- 10.3 Any modification shall be notified to the Contracting Authority.

Chapter II: Financial conditions

Article 11 Guarantees and bonds (GAC supplemented)

11.1 Final bond

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

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

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

11.2 Performance bond

The retention fund shall not be required for services and intellectual services contracts.

11.3 Guarantee of start-off advance

As soon as the Jobbing Order is signed, upon request and without any justification, the contractor may be granted a start-off advance amounting to thirty percent (30%) of the initial amount of the Jobbing Order. This advance must be guaranteed at one hundred percent (100%) and issued by a first-rank bank authorized by the Ministry in charge of Finance in Cameroon.

The advance must be reimbursed by deductions of 40% of the amount of each provisional payment on account. The amount of the reimbursement guarantee on the start-off advance shall be reduced as the reimbursements are done.

A release order shall be issued after the complete reimbursement of the advance

Article 12: Amount of the Jobbing Order (GAC supplemented)

The amount of this Jobbing Order as it emerges from the attached [*detail or estimates*] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

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

Article 13: Place and method of payment (GAC supplemented)

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

- a. In return for the payments made by The Contracting Authority to the contractor and in keeping with the conditions stated in the Jobbing Order, the contractor shall hereby undertake to execute the Jobbing Order in accordance with the provisions of the Jobbing Order.

Payments shall be done by the Contracting Authority *after receiving accounts drawn up by the Jobbing Order Engineer, signed by the Contracting Authority upon presentation of an account drawn by the contracting partners in seven (07) copies including the stamped original copy.* The Contracting Authority shall release the amounts owed as follows:

Payments shall be made in CFA Francs, i.e. *(amount in figures and in words exclusive of VAT)*, by credit to account No. _____ open in the name of the contractor in _____ (bank)

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

Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm.

- a. Payments on account made to the service provider as advances shall not be revisable.
- b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

14.2 Price updating modalities (where applicable)

Article 15: Price revision formulae (article 17 of GAC)

The prices on the unit price schedule shall be fixed and not subject to revision.

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

The Prices of this Jobbing Order shall be fixed and not subject to updating.

Article 17: Advances (article 18 of the GAC)

17.1 The Project Owner shall grant a start-off advance 20 % of the amount of the Jobbing Order.

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

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

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

17.5 The possibility of granting advances must be expressly stipulated in the Tender File and the Project Owner must indicate if he is committed or not to pay advances and if yes in what capacity.

Article 18: Payment for services (article 19 GAC supplemented)

(Indicatively, for contracts paid by unit price)

18.1 Establishment of services executed before the 30th of each month, the service provider and the Jobbing Order Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and likely to give entitlement to payment.

18.2 Monthly detailed account. No later than the fifth (5th) of the month following the month of the services, the service provider shall hand over to the Jobbing Order Engineer two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes),

according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the Jobbing Order since the start of the Jobbing Order.

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

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

- [100-2.2% paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.

The Jobbing Order Engineer has a time-limit of seven (7) days to forward to the Jobbing Order Manager the detailed accounts he has approved in a way as to be in his possession not later than the 12th of the month.

The Jobbing Order Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Or

(Indicatively for contracts with lump sum payments)

Scheduling of the payment

Amount of detailed accounts to be paid are scheduled as follows:

Approval of the provisional report

- | | |
|---|-----|
| - Within 15 days following its provisional approval | 70% |
| - Approval of final report | 30% |

The detailed accounts in six (6) copies shall be presented by the service provider in CFA francs to the Jobbing Order Engineer accompanied by the request for payment.

The request for payment must highlight the total amount of the Jobbing Order, the amount already received, the amount of the bill concerned, as well as the reimbursements made for start-off advance.

Payments on account take place within 30 days of the date of transmission to the competent accountant of the establishment giving entitlement to payment.

General detailed account- Statement of the balance after the final report, the service provider addresses to the Project Owner a request for payment of the balance in the form of a general detailed account highlighting the summary of sums already received as well as the balance due. This summary is the general detailed account.

Payment of the last detailed account shall be determined by submission of the final report by the service provider to the Project Owner and acceptance by the latter of the said report within a deadline of fifteen (15) clear days.

18.3 The Payment shall be done by the General Manager of FEICOM after receiving accounts drawn up by the Contract Engineer and signed by the Mayor bearing the visa of the Service of Follow up of Projects and investments of FEICOM 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;
- Progress Report signed by the Project Manager or the contract Engineer and bearing the visa of the Service of Follow up of Projects and investments of FEICOM;
- A letter of approval of contract (s) issued by the General Manager of FEICOM;
- Release of the retention guarantee signed by Mayor in case of final acceptance of work;
- Copy of the stamped duty agreement for the funding of the project;

- *The Final Bond*
- *A copy of the As-Built plans and the draft final detailed account of works prepared in seven copies signed by the Project Manager and visaed by the Contract Engineer during the final payment at the end of the provisional acceptance of works;*
- *The contractor shall submit the insurance policies for damages of all sorts caused to third parties by his personnel, salaried in service, by the equipment used and due to works.*
- *A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:*
- *A copy of the performance bond:*
 - *a taxpayer's card;*
 - *a business licence;*
 - *a clearance attesting to the payment of taxes;*
 - *an attestation of non-indebtedness;*
 - *an attestation of localisation;*
 - *a plan of localisation;*
 - *an attestation of solvency;*
 - *an attestation of Bank account;*
 - *an attestation of tender from the NSIF.*
 - *Others*

18.4 The payment of the services rendered shall be done in conformity with the evolution or the progress of the works ie the services of the Project Manager shall be paid the same percentage as the progress of the works.

Article 19: Interest on overdue payments (Article 28 of GAC)

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

Article 20: Penalties for delays (Article 29 of GAC supplemented)

A. Penalties for delay

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

- a. One two thousandth (1/2000th) of the initial Jobbing Order amount inclusive of all taxes per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- b. One thousandth (1/1000th) of the initial amount of the Jobbing Order inclusive of all taxes per calendar day beyond the 30th day.

20.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial Jobbing Order with its additional clauses inclusive of all taxes.

B. Specific penalties [amount to be indicated]

20.3 Independently of penalties for overrun of contractual time-limit, the service provider shall be liable for the following special penalties for the non observation of the provisions of the Jobbing Order, especially:

- ii. Late submission of final bond;
- iii. Late submission of insurances;
- iv. Late submission of the draft execution schedule if the lateness is caused by the service provider.

Article 21: Final detailed account (GAC supplemented)

21.1 After completion of the services and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of services effectively provided and which detailed account summarises the total sums to which the service provider may be entitled as a result of the execution of the whole Jobbing Order.

21.2 This draft final account, rectified and approved, shall, within one (01) month as from the date of submission to the Jobbing Order Engineer, be notified to the contractor.

21.3 Within one (01) month as from the date of notification, the contractor shall return the final account bearing his signature.

Article 22: General and final detailed account (GAC supplemented)

22.1 Within one (01) month as from the date of the final acceptance of works, the Jobbing Order Manager shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority.

22.2 The Jobbing Order Manager draws up the general and final detailed accounts of the Jobbing Order which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

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

22.3 Within one (01) month as from the date of notification, the contractor shall return the final account bearing his signature.

Article 23: Tax and customs regulations (GAC supplemented)

Decree No. 2003/651 of 16 April 2003 lays down the conditions for implementing the tax regulations and customs procedures applicable to public contracts.

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

All taxes inclusive prices mean VAT included.

Article 24: Stamp duty and registration of Jobbing Orders (article 20 of GAC)

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

Chapter III: Execution of services

Article 25: Nature of services

Nature of Services relating to the control of the construction of a market at NKUM in NKUM Municipality, BUI Division North West Region. The following Special Technical Prescriptions lay down the conditions of this invitation to tender and aim at informing bidders of the expected results, the constraints relating to the

regulations or to the environment as well as the technical requirements or other requirements which they shall have to meet.

Article 26: Execution time-limit of the Jobbing Order (article 20 of GAC)

26.1 The time-limit for the execution of the works forming the subject of this Jobbing Order shall be nine (09) months from the date of notification of service order to start works by the Jobbing Order Engineer.

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

Article 27 Responsibilities of the Project Owner (GAC supplemented)

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

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

At the request of the contractor and the Project Manager contradictory quantities may be evaluated to fix the quantities of certain works. Such contradictory evaluation will be made when a work may no longer be measurable.

The Project Owner shall perform the following functions:

- the control of works on the site to ensure that their progress is in accordance with the contractual execution program;
- The control and approval of execution plans, drawings and calculation notes;
- The contradictory control and the approval of the implementation of the works, each implantation to be the object of a report of approval signed by the Project Manager;
- Control and approval of the source and conformity to the requirements of the contract
- Take note of the attachment of works and services presented by the Project Manager;
- The control of provisional accounts and monthly situations of work established by the Project Manager;
- The proposal of solution or precision on the work in progress to the operator of operations or the Project Manager;
- Proposals for the preparation of temporary or final receptions at the request of the Project Manager.

Article 28: Responsibilities of the service provider (CAG supplemented)

28.1 The service provider shall execute the services and fulfil his obligations in a diligent, efficient and economic manner in accordance with the standards, techniques and practices generally accepted in his domain of activity.

28.2 During the duration of the Jobbing Order, the service provider shall not be committed directly or indirectly in professional or contractual activities likely to compromise his independence in relation to the mission devolving on him.

28.3 In case of conflict of interest caused by a member of his mission team, the service provider shall indicate it in writing to the Contracting Authority and must replace the expert in question involved in the project or Jobbing Order.

Conflict of interest shall be understood as any situation in which the service provider could benefit directly or indirectly from a Jobbing Order awarded by the Contracting Authority by whom he is consulted or any situation in which he has personal or financial interests sufficient to compromise his impartiality in the accomplishment of his functions or likely to affect his judgment unfavourably.

28.4 The service provider is bound by professional secrecy in relation to third parties with regard to information, knowledge, documents gathered or brought to his knowledge during the execution of the Jobbing Order. In this regard, documents established by the service provider during the execution of the Jobbing Order cannot be published or communicated without the approval of the Contracting Authority.

28.5 During the submission of the final report, the service provider shall be bound to return all documents borrowed the Contracting Authority.

28.6 During the execution of the Jobbing Order and for nine (09) months after, the service provider as well as his associates and sub-contractors shall refrain from providing goods or services to the Contracting Authority resulting from the services or closely related to them (except for the performance of the services or its continuation.

28.7 The service provider shall bear the professional costs and coverage of risks or illness or accident within the context of his mission.

28.8 The service provider shall not modify the composition of the team proposed in his technical bid without the written approval of the Contracting Authority.

28.9 Site meetings will be held regularly at the initiative of the Project Manager.

The participation of the works supervisor at site meetings is mandatory. The meetings will be the subject of minutes signed by the participants.

A construction log will be kept by the contractor and made available to the Project Manager and his representatives.

Will be recorded every day:

- Administrative operations related to the execution and the settlement of the contract (notifications, test results, attachments);
- atmospheric conditions;
- Reception of materials and amenities of all kinds;
- Incidents or details of any kind representing some interest from the point of view of the subsequent maintenance of the facilities or the actual duration of the works;
- Work performed during the day, personnel and equipment used;
- Work progress;
- the requirements imposed;
- Detailed quantities of the work;
- Work done by subcontractors;
- non-conformities;
- Official visits.

The Project Manager may also record incidents or observations that may give rise to a claim on his part. This log will be signed by both the Project Manager and the site manager at each site visit, and systematically targeted during site meetings. For any possible claim of the successful bidder, only events or documents mentioned in due time can be reported to the site log. Any refusal of presentation, or attempt of partial or total destruction, or falsifications of this newspaper may give rise to sanctions. In any case the successful tenderer can not avail himself of the impossibility of having recourse to the consultation of the construction log

Article 29: Insurance (GAC supplemented)

The following insurance policies are required within the scope of this Jobbing Order in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the Jobbing Order:

- *Liability insurance, business manager;*
- *Insurance covering its ten-year obligation, where necessary.*

Within (15) days as from the date of notification of the Jobbing Order, the contractor and sub-contractors, at the request of Jobbing Order Manager, shall give evidence that they have taken out one or several insurance policies to guarantee their civil liability towards third parties in case of accident or damage caused to them by the execution or conditions of execution of works. Whatever the case, the contractor shall remain responsible.

At the request of the Contracting Authority, the contractor is bound to present any evidence for the establishment of insurance contracts and regular payment of corresponding premiums.

Moreover, these insurances, taken out with authorized insurance companies based in Cameroon, shall include a clause forbidding their termination before completion of the execution of this Jobbing Order

Article 30: Execution programme (GAC supplemented)

Within a minimum deadline of *thirty (30) days* from the date of notification of the Administrative Order to commence execution, the service provider shall submit in *[six (6)]* copies for the approval of the (*Jobbing Order Manager after the endorsement of the Project Manager (or Project Engineer)*) the execution programme of the services, his execution calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

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

The approval given by the Jobbing Order Manager does not in any way release the service provider of his responsibilities. Meanwhile, services provided before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

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

Article 31: Approval of personnel (GAC supplemented)

If the Contracting Authority requests the replacement of a member of the team for duly established serious misconduct or for incompetence, the replacement shall be at the cost of the service provider within a deadline of fifteen (15) days.

The Contracting Authority reserves the right to refuse its approval of a person proposed by the service provider whose qualification is inadequate.

Article 32: Sub-contracting (article 27 of GAC)

The part of the services to be sub-contracted shall be 30% of the initial amount of the Jobbing Order and its additional clauses.

Chapter IV: Acceptance

Article 33: Monitoring and Acceptance Commission (article 36 of GAC)

Before the provisional acceptance, the service provider shall request in writing to the Project Owner with a copy to the Contracting Authority, the Engineer and Paying Body.

The Monitoring and Acceptance Commission shall comprise the following members indicatively:

1. The Mayor of NKUM Council. (Project Owner or his representative. Chairman
2. The General Manager of FEICOM or his representative Member;
3. The Service Head for Follow up of Projects and Investments of FEICOM NORTH-WEST Agency member,,

4.	The Contract Manager	Member
5.	The Divisional Delegate of MINMAP/BUI or representative	member
6.	The DD/MINTP/BUI DIVISION (Contract Engineer) Rapporteur	
7.	The Contractor or his representative	member

Members of the Commission shall be convened by mail for acceptance within a deadline [indicate a date which should not exceed fifteen (15) days before the date of acceptance], at least [*indicate the duration*] before the date of acceptance.

Article 34: Acceptance of services (article 36 of GAC)

Technical acceptance may be declared upon completion of works as concerns control.

Acceptance shall be carried out by a committee chaired by the Jobbing Order Manager in the presence of the contractor and the results shall be recorded in the minutes.

In case improvements are requested, they shall be determined by the Contracting Authority and their cost borne by the contracting partner.

The date of the last provisional acceptance shall be considered as the date of completion of works, and shall determine whether or not to apply the penalties for lateness provided for under Article 37 of this Jobbing Order

Article 35: Case of force majeure (article 41 of GAC)

In case the contractor may put forward a case of force majeure, no claim shall be admitted beyond the following thresholds:

- rain: 200 millimetres in 24 hours;
- wind: 40 meters per second;
- flood: decennial floods

Chapter V: Sundry provisions

Article 36: Termination of the Jobbing Order(article 74 of the GAC)

The Jobbing Order may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 42, 43, 44, 45, 46 and 47 of the GAC especially in cases of:

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

Article 37: Disagreements and disputes (article 79 of the GAC)

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 38: Production and dissemination of this Jobbing Order (GAC supplemented)

[Twenty (20)] copies of this Jobbing Order shall be produced at the cost of the service provider and furnished to the Jobbing Order Manager.

Article 39 and last: Entry into force of the Jobbing Order

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

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COMMUNE DE NKUM

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E-MAIL nkumcouncil@yahoo.com



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Document No. 5: Terms of Reference (ToR)

TECHNICAL SPECIFICATIONS OF PRESCRIPTION

CONTENT OF WORKS

Purpose; The following Terms of Reference (TOR) concern works pertaining to the Control of the construction of a market at TAKIJA in NKUM Municipality, BUI Division North West Region

Nature of Project relating to the control of the construction of a market at TAKIJA in NKUM Municipality, BUI Division North West Region. The following Special Technical Prescriptions lay down the conditions of this invitation to tender and aim at informing bidders of the expected results, the constraints relating to the regulations or to the environment as well as the technical requirements or other requirements which they shall have to meet.

Time-limits for execution of the Jobbing Order

The time limit for the execution of work shall not exceed four (04) months from the date of notification of service order to start works by the Contract Engineer.

Contents of the realization

Stage 1 CEW: Conducting the execution of works contracts

Stage 2 ECS: Examination of compliance with studies

Stage 3 AAO: Assistance during the acceptance procedure and guarantee period

Detailed description of tasks

The enterprise shall achieve this under the supervision of the Engineer. He shall report to the consultancy any graphical or written document on the project concerned.

He shall carry out or supervise all the enquiries, field works and necessary studies in keeping with the prescriptions laid down in this document.

Stage 1 – CEW: Conducting the execution of works

- Organizing and conducting project meetings as well as drafting and dispatching reports;
- Informing the Contracting Authority on the progress of works in accordance with the approved planning;
- Validating construction drawings proposed by the contractor in compliance with the CCTP. These files shall include all the construction drawings as well as specifications meant for the project. To this effect, all the documents and drawings produced by the contractor shall be labeled "GOOD FOR APPROVAL"
- Controlling the conformity of the execution of works, the quality of equipment, the works, materials and documents submitted by contractors in accordance with the studies carried out for the project and the pre-planning;
- Drawing and issuing service orders under the supervision of the Contracting Authority.
- Drawing up the statement, the minutes and the report on the progress of works to enable preparation of payments on account;
- Verifying situations and accounts and submitting them to the Contracting Authority for settlement;
- Controlling technical provisions for execution of works;
- Preparing draft additional clauses;
- Assisting the Contracting Authority in case of disputes with enterprises.

Stage 2 – ECS: Examination of the conformity of the draft execution studies

- Verification of construction drawings and specifications to be used in the project;
- Making out corresponding summary drawings;
- Checking the approved planning of works

Stage 3 ADA: Assistance during acceptance

- Organization of preliminary operations prior to the Delegated acceptance of works;
- Follow up of reservations made during the acceptance of works until they are lifted;
- Examination of the disorder reported by the Contracting Authority or the contractor;
- Making out the file of the structures executed and necessary for the continuation of works and the exploitation of the network.

QUALITY INSURANCE PLAN (QIP)

General organization of the QIP

General principles

Content of the QIP

Note of general organization of the construction site

It shall specify all the organization components pertaining to quality:

- Naming the parties involved: Contracting Authority, Project Manager, Enterprise;
- References to Articles of the CCAP and TOR relating to quality organization;
- Tasks assigned;
- Enterprise in charge of conducting construction;
- Sub-contractors;
- Main suppliers;
- Consultancy firms;
- Control firms and laboratories (where applicable);
- Human resources and sub-contractors with the references of supervisory staff;
- General material resources;
- Management of execution documents;
- List of procedures for execution (this list shall state among others the procedures required by the Project Manager in the INVITATION file of enterprises);
- General conditions of control (list of documents for follow-up of execution and principle of management of non-compliance, naming the person in charge of each control task);
- Restating the conditions of the conduct of external control specifying critical and stop points.

Procedure for execution

They shall be drawn up per work type, per phase or for the whole work; they shall define all the organization items pertaining to quality:

- Operations subject of the procedure;
- Specific human and material resources for the task;
- Materials, supplies and items with specifications on quality, origin and trade mark;
- Operating techniques/methodologies and specific instructions for execution;
- Relationship between various procedures (technical interfaces);
- Conditions of the conduct of execution;
- Nature of controls and controllers;
- References of follow-up documents and conditions of realization of appropriate tasks;
- Critical and stop points;

- Conditions of the management of execution follow-up documents;
- Identification conditions of supplies subject to the official procedure of compliance certification and conditions of execution of compliance controls for other supplies;
- List of documents enclosed or not with the procedure and useful for the execution of the task.

Documents for execution follow-up

Follow-up documents shall make it possible to collect and keep information on the actual conditions of execution and to give evidence of the internal control. They include, among others, control forms and non-compliance forms, if necessary.

Level of QIP

As a whole, there are three levels of QIP, according to the size and complexity of the structure, the type of techniques used and the possible impact of non-compliances.

The level chosen by the Project Manager shall be specified in the invitation file of the enterprise and confirmed in the contract.

In order of complexity from one to three, the QIP respectively has the content stated in this chapter which also presents a classification of a certain number of structures.

Level 1 QIP

Level 1 QIP shall concern small-scaled structures (electrification of Buildings, public lighting, etc....) and include:

- A brief general note stating at least:
 - The tasks assigned;
 - Human and material resources;
 - The origin of the main supplies;
 - The list of documents for the follow-up of execution;
 - Conditions of the realization of external control.
- Control forms only for tasks with critical and stop points.

Level 2 QIP

Level 2 QIP shall concern medium-scaled structures (construction of public facilities, electrification of towns, construction of permanent structures and roads, etc...) and include:

- a general organization note;
- an execution procedure covering the whole works;
- documents for the follow-up of execution with the possibility of

Simplification by grouping control items according to the various parts of the structures.

Level 3 QIP

Level 2 QIP shall concern large structures (e.g. complete system of autonomous production, transport and distribution of energy, high- and low-tension network, construction of electric power plant) and include:

- a general organization note;
- an execution procedure per nature of work or part of structure;
- documents for the follow-up of execution of various tasks with control

forms, non-compliance forms and all the appended or summary documents

Stages in setting up the QIP

During submission of bid

The framework of the QIP and the main provisions of the general organization note as well as the list of the execution procedures provided for shall be submitted in compliance with the conditions of the RPAO.

For the comparison of bids to be valid in terms of quality insurance, the RPAO must specify the stated requirements relating to the naming of sub-contractors and suppliers, the organization chart of the construction site not specifying names, the list of compulsory procedures submitted for the visa of the Project Manager. The CCAP shall specify the conditions of management and flow of documents.

For a limited number of works and for each of them, some sub-contractors and suppliers may be proposed for the approval of the Project Manager upon submission of bids, in keeping with the specifications of the RPAO.

Similarly, the profile and qualification of the official responsible for the works and the agent in charge of quality, among others, shall be determined at this level (these two duties may be performed by the same person).

During the period of preparation of works

- Finalizing the general organization note;
- Setting up the first procedures and preparing frameworks for follow-up documents.

It shall be advisable to take advantage of this period to put in place the maximum of execution procedures and set a fixed deadline for setting up of a quality insurance plan.

During the execution of works

- Before each stage and in keeping with the time-limits provided for by the CCAP, setting up of other procedures and framework-documents for the follow-up of correspondents;
- Drafting follow-up documents put at the disposal of the Project Manager.

Upon completion of works

Putting together and giving to the Project Manager all the quality documents for insertion in "the structure file".

Expected Results

At most fifteen (15) days after the service order for the start of works, a report stating the methodology, possible difficulties, identified data to be collected and an approved calendar put in place comprising notably the service schedule for experts shall be submitted to the Contracting Authority.

At most one (1) month after the start of works, a first report of control containing the summaries, the analyses of work done and the water supply mechanism shall be submitted to the Contracting Authority. The reports of the Project Manager shall be drawn in five (05) copies and submitted to the Contracting Authority.

In addition to the contractual reports listed above, the Project Manager shall regularly inform the Contracting Authority of the progress of work. As deemed necessary, he shall inform in writing the Contracting Authority of the difficulties encountered and the corrective measures to be taken. The Project Manager shall inform the Contracting Authority before each expert's visit.

The Project Manager shall provide a final report, notably a software version (flash disk) and a printed version in six (06) bound copies of the following documents:

- Studies and drawings;
- Draft Tender Files;
- Draft Jobbing Orders.

Personnel to be put in place

The bidder shall enclose with his bid the list and curriculum vitae of the personnel he intends to use. The Contracting Authority shall however reserve the right, and for the duration of works to turn down or ask for the replacement of whose technical capacities or behavior are found inappropriate.

The Consultancy Firm shall also respect Cameroonian regulations for any recruitment of a worker.

The following personnel shall be put in place:

- A mission head: Civil Engineer having at least three (03) years work

- experience;
- An assistant mission head: at least an Assistant Civil Engineer having not less than two (02) years work experience;
 - Two (02) technical assistants: at least Senior Civil Engineering Technician having at least three (03) years work experience;
 - Support staff (driver, secretary, surveyor, laboratory technician, etc...)

Offices

The Consultancy Firm shall set up a provisional office at the site or in a place close to the construction site.

Material resources

The Consultancy Firm shall put in place all the material and logistics belonging to him and needed for the discharge of his duties.

Professional secrecy

The Consultancy Firm shall be bound by professional secrecy during and after discharging his duties.

Liabilities

The Consultancy Firm shall be responsible for the proper execution of the whole, works and supplies. Final approval of all the documents by the Contracting Authority shall not relieve the Firm of the liability for the consequences of mistakes he may commit.

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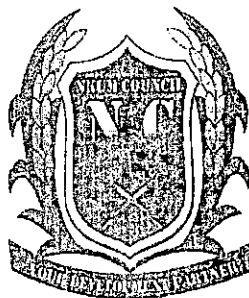
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ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM

BP 63 – KUMBO; TEL: 33 15 59 15

E-MAIL nkumcouncil@yahoo.com



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P.O BOX 63 – KUMBO; TEL: 33 15 59 15

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OPEN NATIONAL INVITATION TO TENDER

No...../ONIT/FEICOM/NKUM COUNCIL/NCITB/2019 OF THE 20/12/2019
THROUGH THE EMERGENCY PROCEDURE FOR THE CONTROL OF THE
CONSTRUCTION OF A MODERN MARKET AT TAKIJA IN NKUM COUNCIL IN BUI
DIVISION OF THE NORTH WEST REGION

INVITATION FILE

MAIL ENCLOSURE SLIP OF UNIT PRICE LIST

DOCUMENT No.4

MAIL ENCLOSURE SLIP OF UNIT PRICES

N°	Désignation	Unit	Unit Price in CFAF E.T. in figures	Unit price in FCFA E.T. in words
I	PERSONNEL OF THE MISSION			
1.1	Chief of mission: Civil Engineer	Manpower/Month		
1.2	Technical Assistant N° 1 (Senior Civil Engineering Technician) Major works	Manpower/Month		
1.3	Technical Assistant N° 2 (Senior Civil Engineering Technician) Finishing works	Manpower/Month		
1.4	Surveyor	Manpower/Month		
1.5	Secretary	Manpower/Month		
1.6	Driver	Manpower/Month		
II	LODGING OF PERSONNEL			
2.1	Lodging of the personnel	Rents/Month		
III	PREPARATION OF REPORTS			
3.1	Monthly reports of the follow up of projects 02 copies	Months		
3.2	Final Report in 05 copies	U		
IV	TRANSPORT COSTS AND MISCELLANEOUS			
4.1	Personnel transportation costs	Months		
4.2	Operating expenses of the control mission	Months		
4.3	Provisions computer materials	L S		

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CONSULTATION FILE

DOCUMENT No.5

BILL OF QUANTITIES AND COST ESTIMATES

N°	Désignation	Unit	Quantity	Unit Price in CFAF E.T. in figures	Unit price in FCFA E.T. in words
I	PERSONNEL OF THE MISSION				
1.1	Chief of mission: Civil Engineer	Manpower/Month	04		
1.2	Technical Assistant N° 1 (Senior Civil Engineering Technician) Major works	Manpower/Month	04		
1.3	Technical Assistant N° 2 (Senior Civil Engineering Technician) Finishing works	Manpower/Month	09		
1.4	Surveyor	Manpower/Month	04		
1.5	Secretary	Manpower/Month	9		
1.6	Driver	Manpower/Month	9		
II	LODGING OF PERSONNEL				
2.1	Lodging of the personnel	Rents/Month	8		
III	PREPARATION OF REPORTS				
3.1	Monthly reports of the follow up of projects 02 copies	Months	8		
3.2	Final Report in 05 copies	U	5		
IV	TRANSPORT COSTS AND MISCELLANEOUS				
4.1	Personnel transportation costs	Months	9		
4.2	Operating expenses of the control mission	Months	9		
4.3	Provisions computer materials	L S	1		

Closed this estimate at the sum of (-----FCFA)

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DOCUMENT No.6

Technical bid Model Tables

- 4A. Letter of submission of technical bid
- 4B. Candidate's references
- 4C. Candidate's observations and suggestions on the Terms of Reference and on the data, services and installations to be furnished by the Contracting Authority.
- 4D. Description of the proposed methodology and work plan to accomplish the mission
- 4E. Composition of the team and responsibilities of its members
- 4F. Model curriculum vitae (CV) of the proposed specialised personnel
- 4G. Calendar of the specialised personnel
- 4H. Calendar of activities (work programme).

4A. LETTER OF SUBMISSION OF TECHNICAL PROPOSAL

[Place, date]

To: *[Name and address of Contracting Authority]*

Sir/Madam,

We, the undersigned, *[specify]* are pleased, in accordance with Tender File No. _____ of _____ relating to _____ to submit our Technical bid, *[subject of the Tender File]*.

In the case where our bid meets your expectations, we are fully at your disposal on the basis of the personnel proposed to commence negotiations for the best conduct of the project.

Also, we take the firm commitment for the scrupulous respect of the content of the said technical proposal, subject to the possible modifications which may result from the negotiation of the contract.

Yours faithfully,

Signature of empowered official: Name and title of signatory:

Name of candidate: Address:

4A. Candidate's reference

Services rendered during the last [indicate the number between 1 and 5] years which best illustrate your qualifications.

Using the form below, indicate the information requested for each relevant mission which your enterprise/body has obtained through a contract, either as a single enterprise or as a major member of a group of companies.

Name of mission:		Country:
Place:		Specialised personnel supplied by your enterprise/body (profiles):
Name of client:		Number of employees who took part in the mission:
Address:		Number of months of mission:
Deadline:		Duration of mission:
Start date: <i>Month/year</i>	Completion date: <i>Month/year</i>	Approximate value of services (in CFA F exclusive of taxes)
Name of possible associates/partners		Number of months of specialist work furnished by associates:
Name and function of officials (Director/Coordinator of Project, Team Leader)		
Description of project:		
Description of services rendered by your personnel:		

Name of candidate: _____

Submit supporting documents

4C. Observations and suggestions from consultant on the Terms of Reference and data, services and installations to be furnished by Contracting Authority

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

On the data, services and installations to be furnished by the Contracting Authority:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

4D. Description of the methodology and work plan proposed to accomplish the mission

4E. Composition of the team and responsibilities of its members

1. Technical/management personnel

Name	Position	Tasks

2. Support staff (head office and local)

Name	Position	Tasks

4F. Model Curriculum vitae (CV) of the proposed specialised personnel

Position:

Name of candidate:

Name of employee:

Profession:

Diplomas:

Date of birth:

Number of years of employment by candidate: Nationality

Membership of professional associations/groups:

.....

Specific duties:

.....

Main qualifications:

[In about half a page, give a summary of aspects of the employee's training and experience most useful to the tasks within the scope of the mission. Indicate the level of responsibility exercised by the employee during previous missions by specifying the date and place].

.....

Training:

[In about a quarter page, summarise the university and other specialised studies by the employee by indicating the names and addresses of the schools and universities attended, with the dates of attendance as well as the diplomas obtained].

.....

Attached documents:

- Certified true copy of the highest diploma and possibly an attestation from the professional corporation
- Attestation of availability

.....

Professional experience:

[In about two pages, draw up a list of employment exercised by the employee since the end of his studies in reverse chronological order, starting with the current position. For each position, indicate the dates, name of employer, title of position occupied and place of work. For the last ten years, specify in addition the type of activity performed and where need be, the names of clients likely to furnish references].

.....

Knowledge of information technology:

[Indicate the level of knowledge]

.....

Languages:

[Indicate for each language the level of knowledge: mediocre/average/good/excellent, in relation to the reading/written/spoken aspects].

Attestation:

I, the undersigned, hereby truthfully certify that the information furnished above is a true testimony of my situation, qualifications and experience.

..... **Date:**

[Signature of employee and the empowered representative of the consultant]

Date

Name of employee:

Name of empowered representative:

4G. Calendar of specialised personnel

Name	Position	Reports to be furnished/activities	Months (in the form of bar diagrammes)												
			1	2	3	4	5	6	7	8	9	10	11	12	
															Number of months
															Sub-total (1)
															Sub-total (2)
															Sub-total (3)
															Sub-total (4)

Full time: _____ Part time: _____

Reports to be furnished: _____

Duration: _____

Signature: _____
(Authorised representative)

Name: _____

Position: _____

Address: _____

4H. Calendar of activities (work schedule)

A. Specify nature of activity

	<i>[Months or weeks from start of mission]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	10th	11th	12th		
Activity (task)													

B. Completion and submission of reports

Reports	Date
1. Preliminary report	
2. Progress report a. First progress report b. Second progress report	
3. Draft final report	
4. Final report	

Document No. 8: Financial bids Model tables

Summary of model tables

- A Letter of submission of financial proposal *for contracts paid in lump sum*
- B Summary statement of costs
- C Distribution of costs by activity
- D Unit cost of key personnel
- E Unit cost of execution personnel
- F Distribution of remuneration by activity
- G Reimbursable costs by activity
- H Sundry costs for contracts payable by unit prices
For contracts payable by unit prices
- I framework of schedule of unit prices
- J Framework of detailed estimates
- K Framework of sub-details of unit prices
 - 1. Elementary unit prices (cf. 5.D; 5.E; ...etc);
 - 2. Breakdown of unit prices;
 - 3. Reimbursable cost, where need be.

5.A Letter of submission of financial offer

[Place, date]

To: [Name and address of Contracting Authority]

Sir/Madam,

We, the undersigned, have the honour to propose our services to you, as service provider for [title of services] in accordance with your Consultation document No. [to be indicated] of [indicate date] and our bid (our technical and financial bids).

Find herewith our financial bid which stands at [amount in letters and figures as well as the lot(s) and the distribution in CFA francs/foreign currency, where need be]. This amount is net of taxes, duties, dues which we have estimated at [amount(s) in letters and figures].

Our financial bid has force of obligation to us, subject to modifications resulting from negotiation of the contract up to the deadline of validity of the bid, that is, up till [date].

We are aware that you are not bound to accept any bid.

Yours sincerely,

Signature of empowered representative: Name and title of signatory

Name of candidate: Address

5. B. Summary statement of costs

Costs	Currency	Amount(s)
Sub-total		
Taxes, duties, dues and other fiscal costs		

5.C. Distribution of costs by activity

Activity No.	Activity No.	Description
_____	_____	_____

Price components	Currency(ies)	Amount(s)
Remuneration		
Reimbursable costs		
Sundry costs		

5.D. Unit costs of key personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

5.E. Unit cost of execution personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

5.F. Distribution of remuneration by activity

Activity No.: _____ Name: _____

Names	Position	Contribution	Exchange rate remuneration	Amount
Permanent personnel				
Local personnel				
External consultants				
Grand total				

5.G. Reimbursable costs by activity

Activity No. _____ Name: _____

No.	Description	Unit	Quantity	Unit price	Total amount
1.	International air travel	By voyage			
2.	Sundry travel costs	By voyage			
3.	Living allowance	Per day			
4.	Local transport costs				
5.	Office/lodging/ rentals				_____

5.H. Sundry costs

Activity No. _____

Name: _____

No.	Description	Unit	Quantity	Unit price	Total amount
1.	Cost of communication between _____ and _____ (telephone, fax, e-mail)				
2.	Preparation, reproduction of reports				
3.	Equipment: vehicles, computers, etc				
4.	Software				_____

5.I. Framework schedule of unit prices

No. Price	Designation of tasks and unit prices all in letters	Unit	Unit prices (in letters)	
			In figures (CFA F EVAT)	In letters

5.J. Framework of detailed estimates

No. Price	Designation	Unit	Quantity	Unit prices	Total price
				(CFA F EVAT)	(CFA F EVAT)

5.K. Framework schedule of sub details of unit prices

SUB- DETAIL OF UNIT PRICE					
DESIGNATION of the Price:					
No Price	Daily Output	Total quantity		Unit	Duration (days)
LABOUR	Category	Number	Daily salary	Days paid	Amount
		TOTAL A			
MACHINES OR EQUIPMENT	TYPE	Quantity	Daily rate	Days paid	Amount
		TOTAL B			
MATERIALS and Miscellaneous	TYPE	Unit	Unit price	Consumption	Amount
	TOTAL C				0
D	TOTAL DRY PRICE A+B+C				0
E	Site expenses		%	D x %	
F	Running expenses		%	D x %	
G	COST PRICE			D+ E + F	
H	Risk + benefit		%	G %	
P	SELLING PRICE WITHOUT TAXES			G + H	
V	UNIT SELLING PRICE WITHOUT TAXES			P/QTE	

REPUBLIQUE DU CAMEROUN
PAIX – TRAVAIL – PATRIE

MINISTRE DE DECENTRALIZATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

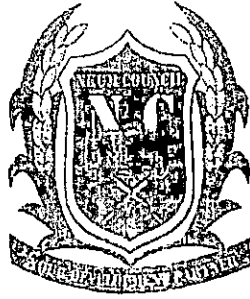
DEPARTMENT DU BUI

ARRONDISSEMENT DE NKUM

COMMUNE DE NKUM

BP 63 – KUMBO; TEL: 33 15 59 15

E-MAIL nkumcouncil@yahoo.com



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NORTH WEST REGION

BUI DIVISION

NKUM SUB DIVISION

NKUM COUNCIL

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Document No. 9: Model contract

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**Jobbing Order No...../ONIT/FEICOM/NKUM COUNCIL/NCITB/2019 of/01/2019 AWARDED
 AFTER OPEN NATIONAL INVITATION TO TENDER No...../ONIT/FEICOM/NKUM
 COUNCIL/NCITB/2019 OF THE 20/12/2019 through the emergency procedure for the control of
 the construction of a modern market at TAKIJA in Nkum Council in Bui Division of the North
 West Region**

HOLDER OF CONTRACT: *[indicate the holder and his full address]*

P.O. Box 0000 ____, Tel____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer's No _____

SUBJECT OF CONTRACT: *[indicate the full subject of the supply]*

AMOUNT OF CONTRACT:

IAT	
EVAT	
VAT (19.25%)	
AIR (2.2% or 5.5%)	
Net to be paid	

DELIVERY DEADLINE: *[In days, weeks, months or years]*

FINANCING: *[Indicate source of financing]*

BUDGET HEAD: *[To be filled]*

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

BETWEEN:

[The Government of the Republic of Cameroon, represented by] hereinafter referred to as "the Contracting Authority",

On the one hand,

And:

Service provider) _____ COMPANY
P.O. Box _____ at _____ Tel _____ Fax: _____

Business Registry No. _____

Taxpayer's No. _____

Represented by Mr./Mrs. _____ its General Manager
Hereinafter referred to as "THE SERVICE PROVIDER"

On the other hand,

It has been agreed and settled as follows:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Terms of Reference (ToR)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates (DE)

Page.... and last page of Jobbing Order No...../ONIT/FEICOM/NKUM COUNCIL/NCITB/2019
of/01/2019 AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER
No...../ONIT/FEICOM/NKUM COUNCIL/NCITB/2019 OF THE 20/12/2019 through the emergency
procedure for the control of the construction of a modern market at TAKIJA in Nkum Council in
Bui Division of the North West Region

HOLDER:

TIME-LIMIT:

Read and accepted by the service provider (place of signature) _____ (date)
Signature of Contracting Authority (place of signature) _____ (date)
Registration

REPUBLIQUE DU CAMEROUN
PAIX – TRAVAIL – PATRIE

MINISTRE DE DECENTRALIZATION
ET DU DEVELOPPEMENT LOCAL

REGION DU NORD OUEST

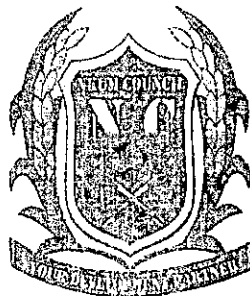
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Document No.10: Model documents to be used by bidders

Table of model documents

Annex No. 1: Declaration of intention to bid.

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 1: Declaration of intention to bid

TENDER MODEL

In view of executing the project "FOR THE CONTROL OF THE CONSTRUCTION OF A MODERN MARKET AT TAKIJA IN NKUM COUNCIL IN BUI DIVISION OF THE NORTH WEST REGION"

To:

I the undersigned, _____ Director General / Manager of enterprise
_____ P.O.Box _____

Tel : _____ Acting on the behalf of the enterprise _____

After reviewing all parts of the Open National Invitation to Tender N^o..... /ONIT/NKUM COUNCIL/NITB /2019 of _____ and assessed in my own perspective and under my responsibility. Undertake to execute the said provision under the terms of the Bid, with the price including VAT of :

AMOUNT IN LETTERS	AMOUNT (VAT) IN FIGURES

Execution Limit : _____

This amount is calculated on the basis of unit prices and quantities indicated on the estimate details attached to this submission.

I request that the amount owed me by the Administration are paid in FCFA into my bank account opened in the bank:

Account N^o: _____

Done at _____, on _____
(Signature, Name and stamp)

Annex No. 2: Model bid bond

To (indicate the Contracting Authority and his address) "Contracting Authority

Whereas the Service provider _____ hereinafter referred to as the "bidder" has submitted his bid on _____ for [recall the subject of the Consultation document], hereinafter referred to as "the bid".

We [name and address of the bank], with head office at [bank's address] hereinafter referred to as "the bank" hereby declare to guarantee payment to the Contracting Authority of the full amount of [indicate the amount] CFA francs, binding itself, its successors and assignees.

Signed and authenticated by the bank at _____, on _____

The conditions of this commitment are as follows:

1. If the bidder retires his bid during the validity period specified by him in the tender file;
2. If the bidder, having been notified of the of the bid by [indicate Contracting Authority] during the validity period:
 - a. Fails or refuses to sign the contract, even though required to do so;
 - b. Fails or refuses to furnish the performance bond for the contract as provided for by the contract;

We commit ourselves to pay to [indicate Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the first written request, without [the Contracting Authority] having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by [indicate Contracting Authority] to cause it to take effect should reach the bank before the end of this validity period.

Annex No. 3: Model final bond

Bank:

Reference of the bond: No _____

Addressed to *[Indicate the Contracting Authority and his address]* Cameroon, hereinafter referred to as the "Contracting Authority"

Whereas _____ *[name and address of Supplier]*, hereafter referred to as "the service provider", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the services]*.

Whereas it is stated in the contract that the service provider shall entrust to the Contracting Authority a final bond of an amount equal to *[indicate the percentage 5 %]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to give the service provider this guarantee,

We, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any amount up to the sum of _____ *[in figures and words]*.

We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.

This final bond shall enter into force as soon as it is signed and as soon as the Contracting Authority notifies the service provider of the approval of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the services.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment formulated by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

Annex No. 4: Model of start-off advance bond

Bank: reference, address _____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of _____ [the holder] to the benefit of the Project Owner [address of the Project Owner] (the beneficiary)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [indicate the subject of the services, the references of the Consultation document and the lot, if applicable] of the total sum corresponding to the advance of [twenty (20) %] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of _____ [the holder] opened in the _____ bank under No. _____.

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the bond shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

MODEL PERFORMANCE BOND

Bank

Reference of guarantee: No.

To the Mayor of NKUM MINMAP/NW, Contracting Authority

**FINAL BOND FOR THE MANAGEMENT OF THE PROJECT FOR THE CONTROL OF THE
CONSTRUCTION OF A MARKET AT TAKIJA IN NKUM MUNICIPALITY, BUI DIVISION NORTH WEST
REGION.**

We..... (Bank) have been informed that a contract has been signed between the Mayor of NKUM Council acting in the capacity of Contracting Authority, and....., acting as contractor for the management of the project for the Control of the construction of a market at TAKIJA in NKUM Municipality, BUI Division North West Region.

In compliance with the provisions of Jobbing Order No., the contractor is bound to present to the Mayor of NKUM Council, Contracting Authority, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the Jobbing Order, worth.....percent of the amount of the Jobbing Order all taxes inclusive, i.e. CFA Francs

We,(Bank) do hereby commit ourselves irrevocably and without arguing to pay to the Mayor of NKUM Council, at his first written request, and within eight (08) weeks, the amount of this bond, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request.

This bank guarantee shall take effect as from the date of notification of the Jobbing Order to the contractor. The original of this guarantee shall be kept at the NKUM Council.

The guarantee shall be released as from the date of provisional acceptance upon presentation of a release order. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at Bamenda; on

(Signatures).....

MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

Bank

Reference of guarantee: No.

To the Mayor of NKUM Council, Contracting Authority

GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

For the management of the project the Control of the construction of a market at TAKIJA in NKUM Municipality, BUI Division North West Region.

We..... (Bank) have been informed that a Jobbing Order has been signed between the Mayor of NKUM Council acting in the capacity of Contracting Authority, and....., acting as contractor for the management of the project for the Control of the construction of a market at TAKIJA in NKUM Municipality, BUI Division North West Region..

In compliance with the provisions of Jobbing Order No., the contractor is bound to present to the Mayor of NKUM Council, Contracting Authority, a bank guarantee for the refund of the start-off advance paid to the contractor, worth

We,(Bank) do hereby commit ourselves irrevocably and without arguing to pay to the Mayor of NKUM Council, at his first written request, and within eight (08) weeks, the amount of this bond, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the Jobbing Order.

This bank guarantee shall take effect as from the date of notification of the Jobbing Order to the contractor. The original of this guarantee shall be kept at the NKUM Council, BUI Division /NW
The guarantee shall be released upon refund of the total amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

(Signature).....

MODEL SITE VISIT REPORT

I, the under signed Mr./Miss/ Mr.....

Engineer ofcompany

Hereby make a sworn statement that I have visited the Building-site for the control and supervision works for the construction of a market at TAKIJA in NKUM Municipality, BUI Division North West Region.

Subject of the open national invitation to tender No..... of

Following this visit the observations listed below were made:

I – Technical observations:

II- Demographic inventory:

Signature and name of the Engineer

ANNEXE N°5 :

LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS

Note relating to banking establishments and financial bodies authorized to issue bid bonds

The Contracting Authority is bound to insert, at this level, a copy of the instrument by the Minister in charge of Finance giving the updated list of banking establishments approved by MINFI to issue bonds for public contracts in accordance with the Public Contracts Code.

I- BANKS

1. Afriland First Bank,
2. Banque Atlantique,
3. Banque Gabonaise pour le Financement International (BGFI BANK),
4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC),
5. CITI Bank,
6. Commercial Bank of Cameroon (CBC),
7. Ecobank,
8. National Financial Credit Bank,
9. Société Camerounaise de Banque au Cameroun,
10. Société Générale de Banque au Cameroun,
11. Standard Chartered Bank Cameroon,
12. Union Bank of Cameroon,
13. United Bank for Africa,
14. La Banque des PME