

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTERE DE LA DECENTRALIZATION ET DU
DEVELOPEMENT LOCALE

DELEGATION REGIONALE DU NORD OUEST

DEPARTEMENT DE NGOKETUNJIA

ARRONDISSEMENT DE BALIKUMBAT

COMMUNE DE BALIKUMBAT



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGIONAL DELEGATION

NGOKETUNJIA DIVISION

BALIKUMBAT SUD DIVISION

BALIKUMBAT COUNCIL

**MINISTRY OF DECENTRALISATION AND LOCAL
DEVELOPMENT**
BALIKUMBAT COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

**TENDERFILE N° 03/ONIT/MINDDEVEL/BC/ BCITB / 2021 OF 20th JANUARY 2021 FOR THE
CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN
BALIKUMBAT VILLAGE IN NGOKETUNJIA DIVISION IN THE NORTH WEST REGION.**

PROJECT OWNER: THE LORD MAYOR OF BALIKUMBAT COUNCIL

**FINANCING: PUBLIC INVESTMENT BUDGET (PIB) – 2021 OF THE MINISTRY OF
DECENTRALIZATION AND LOCAL DEVELOPMENT**

BUDGET HEAD: No: 5527351016416102811

FINANCIAL YEAR 2021

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DOCUMENT NO. 1

TENDER NOTICE



TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N°03/ONIT/MINDDEVEL/BC/ BCITB /
2021 OF 20th JANUARY 2021 FOR THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET
SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN NGOKETUNJIA DIVISION IN THE NORTH
WEST REGION.

Financing: Public Investment Budget of 2021 of the MINISTRY OF COMMERCE
MINDDEVEL BIP 2021

1. Subject of the invitation to tender:

Within the framework of 2021 Investment Budget, the Lord Mayor of **BALIKUMBAT Council**, Delegated Contracting Authority, hereby launches an Open National Invitation to Tender for the Construction of a block of 28 CLOSED MARKET SHEDS IN BALIKUMBAT MARKET in Ngoketunjia Division in the North West Region.

2. Nature of work:

Work to be done consists of

- Preparatory works
- Earth works
- Foundation
- Masonry elevation
- Carpentry-roof works
- Electricity
- Painting
- VDR drainage

3. Execution deadline

The maximum deadline provided by the Delegated Contracting Authority for the execution of the works forming the subject of this invitation to tender is **3 (three) Months**

4. Lots

The works is in a single lot as follows: CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION.

5. Estimated cost

The estimated cost after preliminary studies is fifty four million, eight hundred and eighty thousand (54,880,000) FCFA.

6. Participation and origin

Participation to this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws.

7. Financing

Works which form the subject of this invitation to tender shall be financed by the 2021 Public Investment Budget of the Ministry of commerce, budget head No: **5527351016416102811**

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. 13 of the Tender File, of an amount of **one million, ninety seven thousand, six hundred (1,097,600) Francs CFA**, 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 Balikumbat Council Service of Award Telephone **NO 237 670 912 286**; as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the Balikumbat Council service of award Telephone **N° 237 670 912 286**; as soon as this notice is published against payment of the sum of **SIXTY EIGHT THOUSAND, EIGHT HUNDRED (68,800) Francs CFA**, payable at the Balikumbat Council Treasury, representing the cost of purchasing the tender file.

11. Submission of bids:

Each offer drafted in English and/or French in seven (07) copies including one (01) original and six (06) copies marked as such, should reach the Balikumbat Council Service of Award **N°237670912286** not later than **16/02/2021 at 10:00 AM** local time and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER **N°03/ONIT/MINDDEVEL/BC/ BCITB / 2021 OF 20th JANUARY 2021** FOR THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN NGOKETUNJIA DIVISION IN THE NORTH WEST REGION.

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

12. Admissibility of bids

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

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

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **16th February 2021 at 11:00 AM** local time, in the Balikumbat Council Hall, by the Balikumbat Council Internal Tenders Board. Only bidders, may attend or be duly represented by a person with a sound knowledge of the submitted file and who is authorised to do so.

14. Evaluation criteria

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

A. Eliminary criteria

1. - Absence or non-conformity of a document in the administrative file 48 hours after the bid opening session;
2. - False declaration or falsified documents;
3. - Absence or insufficient bid bond;
4. - Incomplete financial file;
5. - Omission of a unit price in the financial bid;
6. - Score less than 20/25 (80%).
7. External envelope carrying a sign that can identify the bidders bid

B. Essential criteria

- 1- General presentation of the tender files;

- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Logistics;
- 7- Attestation and report of site visit;
- 8- Special Technical Clauses initialed in all the pages and sign on the last page;
- 9- Special Administrative Clauses completed and initialed in all the pages and sign on the last page.

15. Award

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum of **20/25 (80%)** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **20/25 (80%)** of the essential criteria.

16. Validity of bids

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

17. Complementary information

Complementary technical information may be obtained during working hours from the Balikumbat Council, Service of Award Telephone N°: **237 670 912 286**

Done at Balikumbat on 20/01/2021

Copies:

- MINMAP- Ngoketunjia,
- ARMP – Bamenda,
- Chairperson of CITB,
- Notice Boards,
- File.

The Lord Mayor Balikumbat council

Bundungha Tshoppit
Tshoppit
Senior Public Health Administrator





**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°
03/AONO/MINDDEVEL/CB/CIPMCB/2021 DU 20 JANVIER 2021 POUR LES TRAVAUX DE
CONSTRUCTION DE 28 BOUTIQUES DANS LE MARCHE DE NYAMGIN
DAN LE VILLAGE DE BALIKUMBAT, ARRONDISSEMENT DE BALIKUMBAT DU
DÉPARTEMENT DE NGOKETUNJIA, RÉGION DU NORD-OUEST.**

Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP) - MINDDEVEL EXERCICE 2021

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2021, le Maire de Balikumbat, Autorité Contractante Délégué lance, un Appel d'Offres National Ouvert pour les travaux de construction de 28 boutiques dans le marché de Nyamgin dans le village de Balikumbat, arrondissement de Balikumbat du Département de Ngoketunjia, Région du Nord-Ouest.

2. Consistance des travaux

Les travaux comprennent notamment :

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

3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **3 (trois) mois**.

4. Allotissement

Les travaux sont en **un (01) lot** ci-après définis :

Construction de 28 boutiques dans le marché de NYAMGIN a Balikumbat, arrondissement de Balikumbat du Département de Ngoketunjia, Région du Nord-Ouest.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de cinquante quatre million, huit cent quatre vent mille francs (54,880,000) FCFA chaque une.

6. Participation et origine

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

7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du Camerounde l'exercice 2021 sur la ligne d'imputation budgétaire **No: 5527351016416102811**

8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la Pièce 13 du DAO, d'un montant de un million quatre cent dix-sept mille, six cent (1,097,600) FCFA et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de Balikumbat, Service de Passation des Marchés Tél. : N° 237 670 912 286 dès publication du présent avis.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à la Mairie de Balikumbat, Service de Passation Tél. : N° 237 670 912 286; dès publication du présent avis, contre présentation d'une quittance de versement de la somme non remboursable de SOIXANTE HUIT MILLE, HUIT CENT (68,800) Francs CFA à la Trésorerie de la municipalité de Balikumbat.

11. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la Mairie de Balikumbat, Service de Passation Tél. : N° 237 670 912 286 ; au plus tard le 16 Février 2021 à 10 h 00, heure locale et devra porter la mention suivante :

«AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 03/ AONO/MINDDEVEL/CB/CIPMCB/ 2021 DU 20 JANVIER 2021 POUR LES TRAVAUX DE CONSTRUCTION DE 28 BOUTIQUES DANS LE MARCHÉ DE NYAMGIN DAN LE VILLAGE DE BALIKUMBAT, ARRONDISSEMENT DE BALIKUMBAT DU DÉPARTEMENT DE NGOKETUNJIA, RÉGION DU NORD-OUEST»

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

12. Recevabilité des offres

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

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.

13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu 16 Février 2021 à 11 h 00, heure locale, dans la Salle de Conférence de Mairie de Balikumbat, par la Commission Interne de Passation de Marchés de la Commune de Balikumbat siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

Les offres seront évaluées selon les principaux critères suivants :

A Critères éliminatoires

Il s'agit notamment:

- 1- Absence ou non-conformité d'une pièce administrative ;
- 2- Fausses déclarations ou pièces falsifiées;
- 3- Absence ou insuffisance de la caution provisoire de soumission;
- 4- Offres financière incomplète,
- 5- Omission d'un prix unitaire,

6- Le non-respect de **20/25(80%)** des critères essentiels;

7- Enveloppe présentant un signe distinctif.

B - Critères essentiels

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

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

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

15. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **20/25 (80%)** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disant, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **20/25(80%)** des critères essentiels.

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

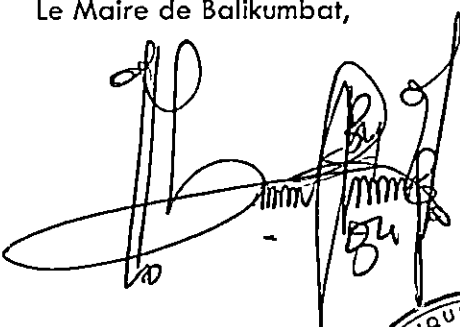

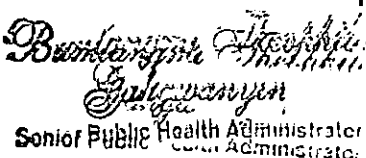
Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Mairie de Balikumbat, Service de Passation, Tél. : N° **237 670 912 286**.

Fait à Balikumbat, le 20/01/2021

Le Maire de Balikumbat,

Copies :

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




Senior Public Health Administrator

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

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 1.2 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle:

a) The following definitions shall be admitted:

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

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

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

Article 4: Candidates allowed to compete

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

4.2 Generally, the invitation to tender is addressed to all entrepreneurs, subject to the following provisions:

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

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

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

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

Article 6: Qualification of bidder

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

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

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

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

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

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- (b) The bid and the contract must be signed in a way that is binding on all members of the group;
- (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings vis-à-vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

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

Document No. 1. The tender notice;

Document No. 2. The General Regulations of the invitation to tender;
Document No. 3. The Special Regulations of the invitation to tender;
Document No. 4. The Special Administrative Conditions;
Document No. 5. The Special Technical Conditions;
Document No. 6. The schedule of unit prices;
Document No. 7. The bill of quantities and estimates;
Document No. 8. The sub details of unit prices;
Document No. 9. Model documents of the contract:

- a. The execution schedule;
- b. Model of forms presenting the equipment, personnel and references;
- c. Model bidding letter;
- d. Model bid bond;
- e. Model final bond;
- f. Model of bond of start-off advance;
- g. Model of guarantee in replacement of the retention fund;
- h. Model contract;

Document No. 10. Models to be used by bidders;

- a. Model contract;

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

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

b. Volume 2: Technical bid

b.1 Information on qualifications

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

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the contract

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

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

b.4 Commentaries (optional)

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

c. Volume 3: Financial bid

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

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

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

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

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder

- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

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

15.2 Option A: The amount of the bid shall be entirely made in the national currency. The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

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

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

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

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

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

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

Article 16: Validity of bids

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

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

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

The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as

specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

Article 17: Bid bond

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

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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

Article 20: Form and signature of bid

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription **"WITHDRAWAL"**, and **"REPLACEMENT BID"** or **"MODIFICATION"**.

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

25.2 Firstly, envelopes marked **"withdrawal"** shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a

valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

Article 26: Confidential nature of the procedure

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

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

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

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservations that:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
 - iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected,

unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

- (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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

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

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

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

Article 33: Preference granted national bidders

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

Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

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

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

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

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

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

Article 38: Signing of the contract

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

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

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

Article 39: Final Bond

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

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

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

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

DOCUMENT No. 3:
SPECIAL REGULATORY CONDITIONS (SAC)

Special regulations of the invitation to tender

References of the General regulations	General
1.1	Definition of works: Construction of twenty-eight (28) closed market sheds at Nyamgin market in Balikumbat village in Ngoketunjia Division in the North West Region. Name and address of the Contracting Authority: , The Lord Mayor of Balikumbat, Delegated Contracting Authority Reference of Invitation to tender: N° 03/ONIT/MINDDEVEL/BC/BCITB/2021 OF 20 th January 2021
1.2	Execution deadline: Ninety (90) days
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by the 2021 Public Investment Budget of the Ministry of DECENTRALIZATION AND LOCAL DEVELOPMENT, budget head No: 5527351016416102811
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

A. Eliminatory criteria

1. Absence or non-conformity of a document in the administrative file 48 hours after the bid opening session;
2. -False declaration or falsified documents;
3. -Absence or insufficient bid bond;
4. -Incomplete financial file;
5. -Omission of a unit price in the financial bid;
6. -Score less than 20/25 (80%).
7. External envelope carrying a sign that can identify the bidders bid

B. Essential criteria

1. -General presentation of the tender files;
2. Financial capacity;
3. References of the company in similar achievements;
4. Quality of the personnel;
5. Technical organization of the works;
6. Logistics;
7. Attestation and report of site visit;
8. Special Technical Clauses initialed in all the pages and sign on the last page;
9. Special Administrative Clauses completed and initialed in all the pages and sign on the last page.

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

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 80% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 80% of the essential criteria.

ARTICLE 6: Language of the bids:

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

PRESENTATION OF THE TENDER.

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

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

5.1 External envelope.

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

<<OPEN NATIONAL INVITATION TO TENDER N°03/ONIT/MINDDEVEL/BC/ BCITB / 2021 OF 20th JANUARY 2021 FOR THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA NGOKETUNJIA DIVISION OF THE NORTH WEST REGION.>>

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by the municipal treasury
A.6	A bid bond of one million and ninety seven thousand, six hundred (1,097,600) FCFA issued by a first rate-bank approved by the Ministry in charge of Finance in conformity

	with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis-a-vis the Fund; the attestation should be less than three months old.
A.9	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.12	Plan and Attestation of localization

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

B.1	General presentation of the tender files		
B.1.1	-Document spirally bound -Table of content page		
B.1.2	-Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2016 projects) Minimum acceptable: 02 Contracts realized in the domain of BUILDING construction over the past 05 years.		
	1st Reference		
	2nd reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT		
B.3.1	01 works supervisor (civil or rural engineer)		
.	Qualification of the works supervisor: (civil or rural engineer (BAC +3) Professional experience of the project engineer ≥ 03 years (signed CV)		
.	➤ A certified copy of the technical diploma,		
.	➤ Certified copy of ID card		
	➤ An Attestation of presentation of original of the technical diploma ➤ CV signed by the candidate,		
B.3.2	01 Site foreman(at least HND or equivalent certificate)		
.	Qualification of the Site foreman: (senior Technician certificate in Civil Engineering (BAC+2 or equivalent certificate) Professional experience of the Site foreman ≥ 03 years (signed CV)		
	➤ A certified copy of the technical diploma, ➤ Certified copy of ID card		
	➤ An Attestation of presentation of original of the technical diploma ➤ CV signed by the candidate,		
B.3.3	Other personnel		
.	Artisan staff: (carpentry, building construction and electricity (CAP Certificate or equivalent certificate) Professional experience of each artisan ≥ 03 years (signed CV)		

	<ul style="list-style-type: none"> ➤ technical diploma, ➤ Certified copy of ID card ➤ An Attestation of presentation of original of the technical diploma ➤ CV signed by the candidate 		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method, site installation plan with comments		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Planning/Duration of execution in respect with the Tender file/ maintenance measures during the guarantee period		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other vans signed by the Regional of MINTRASPOF or any other administrative authority (SDO or DO)		
B.5.2	Proof of ownership or rental of a concrete mixer		
B.5.3	Proof of ownership or rental of a concrete vibrator		
B.5.4	Proof of ownership or rental of a Hand compactor		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc. Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 75% of the project amount		
B.7	Attestation of site visit signed by the director of the Company		
B.8	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.9	Special Technical Clauses initialed in all the pages and last page signed		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

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

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides from as well in the original as in the copies, so as to facilitate its examination

Supply price

ARTICLE 8: Currency of payment

This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit Schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at 1,097,600 FCFA (one million, ninety seven thousand six hundred FCFA).

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

10.2 Final Bond

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

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

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

10.3 Guarantee Retention

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

ARTICLE 11: Period of validity of the offers

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

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

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

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

<<OPEN NATIONAL INVITATION TO TENDER N° 03/ONIT/MINDDEVEL/BC/ BCITB / 2021 OF 20th JANUARY 2021 FOR THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA NGOKETUNJIA DIVISION OF THE NORTH WEST REGION >>.

TO BE OPENED ONLY DURING THE OPENING SESSION»

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest **16th February 2021** at 10:00 AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**MINISTRY OF TERRITORIAL ADMINISTRATION AND DECENTRALIZATION
BALIKUMBAT COUNCIL
SERVICE OF AWARD
TEL.: N°: 237 670 912 286**

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the Conference room of the Balikumbat Council on **16th February 2021** as from 11:00 AM, by the Balikumbat Council Internal Tender Board sitting in the presence of the duly selected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the contract

The Tenders Board will propose to the Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 20/25(80%) of the essential criteria** taken into account.

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

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

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

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

ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The Authorizing officer or his representative(president)
- ❖ Control Engineer.....(Secretary)
- ❖ The Divisional Delegate of MINMAP or his representative.....(member)
- ❖ The Divisional Delegate of MINEPAT or his representative(member)
- ❖ The Project Manager.....(member)
- ❖ The Contractor or his representative.....(member)

DOCUMENT No. 5:
SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
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- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
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Chapter II: Financial conditions

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- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
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- Article 25 - Final detailed account (article 35 of GAC)
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- Article 30 - Obligations of the Project Owner (GAC supplemented)
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Chapter I: General

Article 1: Subject of contract

The subject of this contract shall be the Construction of 28 CLOSED MARKET SHEDS IN BALIKUMBAT MARKET in Balikumbat council area in Ngoketunjia Division in the North West Region.

Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation to Tender N° 03/MINDDEVEL/BC/BCITB/2021 OF 20th January 2021

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Lord mayor of Balikumbat Council**
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer shall be the **Divisional Delegate of Public Works for Ngoketunjia** hereinafter referred to as the Engineer and shall sign the "Attachment"
- The Project Owner is the **Lord Mayor of Balikumbat Council**. He represents the beneficiary administration of the works.

He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Project Manager shall be: the **Council Development Officer Balikumbat Council**
He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The **Control brigade of MINMAP** shall carry out regular unannounced control visit to the site to ensure the respect of this contract.
- The contractor shall be [to be specified].

3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be the **Lord Mayor of Balikumbat Council**.
- The authority in charge of the clearance of expenditures shall be the **Municipal Treasurer Balikumbat council**.
- The body or official in charge of payment shall be the **Municipal Treasurer Balikumbat Council Treasury**.
- The official competent to furnish information within the context of execution of this contract shall be the **Lord Mayor of Balikumbat Council**.

3.3 Duties of the Control Mission, Project Manager

3.3.1 Missions [to be completed, where need be]

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

Article 4: Language, applicable law and regulation

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

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

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

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

The constituent contractual documents of this contract are in order of priority: (to be adapted to the nature of the works).

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

Article 6: General instruments in force

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

1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2018/366 of June 2018 to institute the public contract code;
7. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
8. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
9. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
10. Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies
11. Unified Technical Documents (DTU) for building works;
12. Applicable standards;
13. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:

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

Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

- 1.2 The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager.

Article 8: Administrative Orders (Article 8 of GAC)

- 8.1 The Administrative Order to start execution of works shall be signed and notified to the Contractor by the **Contracting Authority/ Project Owner** with a copy to MINMAP, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Based on the minutes of a site meeting jointly signed by **Contracting Authority/Project Owner, MINMAP and Project Engineer** Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by the **Contracting Authority/Project Owner** and notified by the **Project Engineer** to the Contractor with a copy to the **MINMAP, the Project Manager** and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed by the Contracting Authority/ Project owner based on the report of a joint site visit done by Contracting Authority/Project Owner, MINMAP and Project Engineer, and notified to the Contractor by the Contract Engineer with a copy to MINMAP and Project Manager
- 8.4 Administrative Orders serving as warnings shall be signed by the **Contracting Authority/Project Owner** and notified to the Contractor by the **Contract Engineer** with a copy to **MINMAP 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/Project Owner** and notified to the Contractor by the **Contract Engineer** with a copy to **MINMAP and Project Manager**.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the **Project owner** upon the proposal of the **Contract Engineer** and notified to the Contractor by the **Contract Engineer** and a copy sent to **MINMAP and Project Manager**

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.

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

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

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project

Manager has 5 (five) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

Chapter II: Financial conditions

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

11.1 Final bond

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

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

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

11.2 Performance bond

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

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

11.3 Guarantee of start-off advance

20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee

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

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

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

Article 13: Place and method of payment

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

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

Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm.

- a. Payments on account made to the contractor as advances shall not be revisable.

- b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

13.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC) (not applicable)

Article 16: Price updating formulae (article 21 of the GAC) (not applicable)

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

17.1 The percentage of works under State supervision shall be [must not exceed 2 %] of the amount of the contract and its additional clauses, where applicable.

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

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

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

This contract is at [unit price, all-in price or unit and all-in price].

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

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

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

Article 20: Advances (article 28 of the GAC)

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

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

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

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

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

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

21.1 Establishment of works executed

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

21.2 Monthly detailed account

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

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

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

- [(100-2.2%) and/or (100-5.5%)] paid directly into the account of the contractor;
- (2.2 or 5.5) % paid to the public treasury as AIR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

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

Payments shall be done by _____ within a maximum deadline of _____ calendar days from the date of submission of the approved detailed accounts.

21.3 Detailed account of start-off account (if applicable).

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

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

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

A. Penalties for delay

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

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

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

B. Specific penalties [amount to be indicated]

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

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

Article 24: Payment in case of a group of enterprises (article 33 of the GAC) Not applicable

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

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

25.1 The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.

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

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

Chapter III: Execution of works

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

The works shall include especially: (position or volume of works)

(To be specified cf. Special Technical Conditions)

Article 30: Role and responsibilities of the Project Owner (GAC supplemented)

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **ninety (90) days**.

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

Article 32: Role and responsibilities of the contractor (article 40 of the CAG)

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

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

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract engineer.

The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

The following insurance policies are required within the scope of this jobbing order in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

- Liability insurance, business manager;
- Comprehensive insurance of the site;
- Insurance covering its ten-year obligation, where applicable.

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

35.1 Programme of works, Quality Assurance Plan and others

a) Within a minimum deadline of [fifteen (15) days] from the date of notification of the Administrative Order to commence execution, the contractor shall submit in [six (6)] copies for the approval of [Project owner after the endorsement of the Contract Engineer] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable. A duly signed copy of the execution must be deposited at the DD of MINMAP latest 15 (fifteen days) from the date of notification of the Administrative Order to commence execution.

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

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

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

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

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

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

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

35.2 Execution draft

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

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

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

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].
- 36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

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

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

There shall be no sub-contracting

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

- 39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

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

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

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

40.3 Absence of site log book that is duly signed shall be sanctioned with a penalty of 3,000 (three thousand) F CFA per day

NB the Site logbook must be such that two carbon copies of each page are left behind.

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

Explosives shall not be used during the execution of this job

Chapter IV: Acceptance

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the contractor shall ask in writing to the control Engineer and copy the chief of Control Brigade MINMAP to organize a technical visit for pre-acceptance. This visit shall include the following operations.

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

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

- Control Engineer.....(secretary),
- Contractor.....(member),
- Chief of control Brigade.....(observer).

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

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Authorizing Officer or his representative (Chairman)
- 2- The Control Engineer..... (Secretary)
- 3- The DD MINMAP or his Representative..... (Observer)
- 4- The Project Manager (Member)
- 5- The Contractor or his Representative..... (Member)

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and sign by all the commission members.

Article 43: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

Article 44: Article 45: Final acceptance (article 72 of the GAC)

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

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

Chapter V: Sundry provisions

Article 45: Termination of the contract (article 74 of the GAC)

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

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

Article 46: Case of force majeure (article 75 of the GAC)

If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- Rainfall: 200 millimetres in 24 hours;
- Wind: 40 metres per second;
- Flood: decennial flood frequency.

Article 47: Disagreements and disputes (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: [to be filled, where need be].

Article 48: Production and dissemination of this contract

Seven copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 49 and last: Entry into force of the contract.

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

**DOCUMENT NO. 6:
SPECIAL TECHNICAL CONDITIONS (STC)**

TECHNICAL SPECIFICATIONS

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

1 – GENERALITIES: This present special technical specifications concern the CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA NGOKETUNJIA DIVISION OF THE NORTH WEST REGION.

It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority and sample models of equipment and furniture provided by the project owner. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an installation plan showing clearly how he intends to run the work site. A fence in local materials shall enclose the whole work site to avoid trespassing.

SIGNPOSTS: The contractor shall put in place at his expense sign-posts indicating work in conformity with the plans put at his disposal by the authority that signed the contract.

Hygiene and safety: The contractor shall ensure total hygiene and security of the site by constructing a temporal pit latrine and putting up a temporal fence around the project site if that be the case. The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

The contractor shall take all preventive measures against accidents. The owner of the project reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the contractor. The contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The owner of the project shall have the right to the final choice in case of any modification.

2 - PREPARATORY WORKS – SETTING OUT: These works concern the clearing of the site and evacuation of the rubbles to the public discharge, the clearing and leveling of the site where necessary. The setting out will be in respect to the technical plans. The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate trenching and other earthworks and good circulation. The commencement of excavation will be accepted by the Project Engineer upon checking the conformity of the setting out. The minimal depth of the excavation trenches shall be of 80cm, and depending on the soil bearing capacity. Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Engineer. **The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.**

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of classroom buildings.

3 – FOUNDATION: A layer of blinding concrete of thickness 5 cm dosed at 150 kg/m³ will be laid on the bottom of the excavations. On it will be laid the footings of the ground half pillars until the level of the finished foundation. The foundation walls will be of frog filled agglomerated hollow blocks of 20 x 20 x 40cm and finished with a DPC layer or ground beams of 20 x 20cm in reinforced concrete dosed at 350 kg/m³

The foundation will be filled with earth of good quality in successive compacted layers of 20cm where the fill depth exceeds 30cm. A mass concrete of thickness 8cm will be laid to cover the whole foundation area dosed at 350 kg/m³ over the entire compacted surface.

The floor will be finished in cement sand screed of 4cm thick and coated to finish with cement paste trowel to finish.

4 – ELEVATION WORKS: The elevation walls will be in agglomerated hollow blocks of 15 x 20 x 40cm with a good crushing resistance. The mixing for block moulding should give at most 32 blocks per bag of cement for blocks of 15x20x40 cm. They should be kept dry for at least 21 days before lying on the elevation walls. The reinforced concrete pillars of section 15x15 and 15x30 at 350 kg/m³ will be cast as one raises the agglomerated hollow blocks walls and this is to permit a good adhesion. The characteristic strength of concrete at 28 days should not be less than 16Mpa. The maximal spacing of the pillars is to be 5, 00 m of span. The lintels 15 x 20 in reinforced concrete at 350 kg/m³ will be leveled to + 2,20m above the level of the finished foundation. The average height under the ceiling is about 3,00m.

A chaining beam of 15 x 20 cm in reinforced concrete dosed at 350 kg/m³ will be laid above the finished level of the agglomerated hollow blocks walls with fixing plates so as to receive the wooden roof truss.

NB lentils will be casted below and above all opening.

– ROOF TRUSS AND THE COVERING:

- **Trusses:** shall be of locally sawn eucalyptus, treated, shall compose of single frame rafters of 5cmx15cmx4m and spaced at 1.50m interval. These rafters will be solidly attached to the wall plate with the help of standby beam iron rods also spaced at 1.50m spacing;
- **Purlins and noggins:** shall consist of 5x8cmx4m locally sawn timber from eucalyptus. All structural timber shall be treated with carbonyl. The timber for the roof work will be of good quality, with the straight grain and free of any defect.
- **Roofings sheets:** shall be in high rib (Tôle BAC) aluminum sheets of type 5/10mm. The sheets shall be fixed onto the purlins using screw nails equipped with aluminum gaskets and bituminous rubbers caps.
- **Facial board** shall be 30cm wide and of high rib aluminum sheets (tôle bac) of 0.35mm thickness including lining.
- **Ceiling-** will be made of 4mm thick (red plywood on both sides). Fastened noggins of 4cm thick or 5x8 and treated with carbonyl and varnish surface finished.. The spaces for ceiling joist panel will be 60x120cm in size. Eaves shall be equipped with ventilated hollowed blocks holes and a trap door will be provided in each of the classrooms. For external ceiling tôle lisse shall be used at the eaves including battens.

6 – WOOD AND METAL WORKS

Doors and Windows:

- All doors shall be made of double leaf metal sheets, fitted on metallic frame anchored to the wall with angle bar 35mm. (1, 00X2, 20) m
- All window openings (210 X 90) cm shall be fitted with sliding metal panels shutters for classrooms and aluminum glazed sliding panels for offices.
- Window protectors shall be of metallic tubes (25mm) of (2, 10 X 0, 90) m.

7 – ELECTRICAL INSTALLATION: The interior facilities (sheaths VGV cables, TH etc...) will be executed according to the norms and the rules concerning electrical installations at the time of the over-site concrete or as the agglomerated hollow blocks walls are being raised. Accessories and luminous elements (sockets, switches etc...) will be of good model. The set of facilities will be joined to a general earth hold.

8 – RENDERING (PLASTERING) AND COATINGS: The wall rendering (thickness at least 2cm cm on both sides of the walls) will be of cement mortar at 400 kg/m³. There will be an under-coat layer and

a finish layer floated and foamed to finish. They must be well cut horizontally and vertically using a **straight edge**. The external walls shall receive a coat of spatadash before plastering is done.

9 – PAINTING: A layer of impression in ordinary paint will be applied previously on all the walls as priming layer. The interior walls will be painted in water paint (pantex 800). The external walls will be painted in water resistant paint (pantex 1300 type). Colour tinted tubes will be chosen to achieve the desired **cream white** colour.

All metal and wood works shall be painted with oil paint - Glyptal resien lacquer, in two coats. A primary coat of antirust before final painting is done. Skirting shall be carried out in oil paint at the window sill level externally and internally with appropriate colours

10 - OUTSIDE AMENITIES AND LAYOUT PLANNING: **Gutters:** To be excavated 40cm wide and 30cm deep at the rain drops. The walls of gutters are to be constructed in concrete and the floor well rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water with an offshoot of at least 3m to the environment.

Prefabricated slabs of one meter twenty (1.20m) wide each shall be provided at the main entrance of the classrooms at right angles.

Steps shall be constructed out of mass concrete at the main entrance to the building at 1,20m wide as the case may be.

Equally, **ramps** of 1,20m cast in-situ of one twenty (1,20m) wide each with edges protected with angle bar of 25mm shall be provided at the entrance of the building for handicaps on wheel chairs or otherwise.

11 -PROTECTION OF THE ENVIRONMENT: The entrepreneur will propose to the Project Engineer, before the beginning of works, the place of his yard facilities and will request his authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the building and general circulation.

The site must foresee an adequate drainage of waters on the whole surface. The maintenance areas and of washing should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the out-flow of the polluting products toward the site and the neighborhood.

At the end the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, support made of concrete or metallic, etc. in order to put back the site in its nearest initial state. No equipment nor materials should be abandoned on the site, nor in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.

12 - ORIGIN, QUALITY AND PREPARATION OF MATERIALS: The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 or 15/25) shall be clean and well graded with very fine elements settlement of less than 2%. The cement shall be CPA 325 class from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings. Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the Project Engineer with dimension sizes of not less than 20cm.

1) CONCRETE:

-**Ordinary concrete:** specifically lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m³.

- **Mass concrete:** shall be 8cm thick laid on the entire floors and paved area between walls and gutters dosed at 350kg/m³ over the entire surface.

NB: The external veranda shall be 5cm below the level of the internal floor with 2% slope.

-**Reinforced concrete:** shall be specifically for pillars, beams damp proof course (DPC), lintels and ring beams and their mixture shall be in a proportion of 350kg/m³.

NB: All concrete works should be properly cured (i.e. water three times a day for seven days)

NOTE: Reinforcement Schedule.

Nº	STRUCTURE	SIZES	RODS Ø	RODS TorsØ	STIRRUP Spacings	DOSAGE	TYPE
		Nos					
1	Grade beams	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
2	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
3	Veranda Pillars 15x 30	6	8mm	6mm	20cm	350kg/m ³	Fe-E-400
4	Wall pillars 15x15	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
5	Tie beams 15x20	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400

NB: All rods should preferably be imported

- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 – 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 – 5mm. It shall be river sand and nothing else.

- **Aggregate:** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing.

- **Water:** To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities; meaning potable water.

- **Cement:** To be used mostly for cement mortar, all concrete mixtures shall satisfy the general conditions laid down by regulation in force. It will be type CPA325 Portland cement and shall not show any trace of uneven mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.

- **Rods:** shall be mild steel reinforcement, Tor or Steel in accordance with the R/C & 3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease.

- **Shuttering:** hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.

- **MASONRY:**

-**Blocks-** Load bearing wall shall be mounted in compressed cement blocks of (15x20x40) cm for load bearing walls of PC300 Kg/m³ (at most 32 blocks per bag of cement). Blocks should show an appreciable degree of resistance to violent pressure.

All blocks shall be cured for at least 21 days before being used.

-**Plastering:** All plastering shall be applied using a trowel, float, straights edges and sponge. Cement mortar mix in a proportion of 400kg/m³ will be used to plaster all previously rejoined areas on all masonry and concrete works, and then thinly floated. The final thickness of the plastering shall not be less (02cm on both sides of the walls). The external walls shall receive a coat of spatadash before plastering is done on it.

-**Screed:** a smooth layer of ordinary cement screed 400kg/m³ (1:2) finish shall be spread on the 8cm concrete floor and the screed shall be 3cm thick.

-**Gutters:** To be excavated 40cm wide and 30cm deep at the rain drops and to be provided particularly at the frontage and the two ends of the building as the topography of the terrain is relatively flat. The walls of gutters are to be constructed in concrete and the floor will be rolled and

smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water for level surfaces.

- Wood - Material:

- The wood must be pure and should not have nodes, foreign bodies or fractures due to sawing.
- Type : hard
- Essence : EUCALYPTUS, SIPO, SAPPELLI, IROKO, MAHOUGHANY.
- Seasoning: Wood with a humidity rate of 14% maximum.

DOCUMENT NO. 7:
SCHEDULE OF UNIT PRICES

UNIT PRICE SCHEDULED FOR THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA NGOKETUNJIA DIVISION OF THE NORTH WEST REGION					
LOCATION:	NYAMGIN MAKET, BALIKUMBAT COUNCIL, NGOKETUNJIA DIVISION OF NORTH WEST REGION				
ITEM	DESCRIPTION OF TASK	UNIT		U.P IN FIGURES	UP IN WORDS
	100:PRELIMINARY WORKS				
101	Site Installation	ff			
102	Studies (Execution program, As Executed Report etc)	ff			
103	Setting out of the building	ff			
	200:EARTHWORKS				
201	Digging of foundation trenches	m ³			
202	Backfilling and Compaction with Laterite	m ³			
	300: FOUNDATION				
301	5cm thick lean Concrete mixed of 150kg/m ³	m ³			
302	Masonry stone foundation	m ³			
303	R.C. for footings, pillars and ground beams	m ³			
304	Concrete floor (8cm thick dosed at 300kg/m ³)	m ²			
	400: WALL MASONRY				
401	Blocks of 15x20x40 for wall elevation	m ²			
402	Plastering of internal walls with cement mortar dosed at 350kg/m ³	m ²			
403	Plastering of External walls with cement mortar dosed at 350kg/m ⁴	m ³			
403	R.C. for pillars, columns, lintels and beams dosed at 350kg/m ³	m ³			
405	Floor finish in 4cm thick cement screed	m ²			
	500: ROOF				
501	Truss of 5x15cm (complete in hard wood)	m ³			
502	Purlins (5x8)cm	m ³			
503	Noggings (4x4)cm	m ³			
504	Ceiling in hard plywood (4mm thick & white on both sides)	m ²			
505	External perimeter ceiling in smooth zinc sheet (tole lisse) including ventilation	m ²			
506	Aluminium roofing sheets (tole bac 5/10mm)	m ²			
507	Fascia board 3x30cm in hard wood	ml			
508	Tole bac 5/10eme for Fascial board and of height 30cm	ml			
509	Aliminium sheet for ridge cap	U			
	600: METALLIC WORKS				
601	Complete metal doors of 220cm high; 120cm wide accessories like in-locks (ORIGINAL VACHETTE or PACO), two pad locks each	U			
602	Angle bar at the nosing of the veranda	ml			
	700: ELECTRICAL INSTALLATIONS				
701	Supply & installation of conduit (ø20) and cups including accessories	rolls			
702	Cables V.G.V 3x1.5mm ² for ceiling/lighting	ml			

703	Cables 3 x 2,5mm2 for power and suckets	ml			
704	LED bulbs	U			
705	Switch built-in	U			
706	Complete sockets built-in	U			
708	Supply & installation of derivation box of 105 x 105 x 55 and fuse box including all other necessary accessories	ff			
709	Connection to existing network	ff			
710	Complete earthing of the structure (Copper cable 3m, earth rod 1m etc)	ff			
	SUBTOTAL 700				
	800: PAINTING				
801	Priming coat in ordinary paint (national water paint)	m ²			
802	Two coats of crystal white glue paint on ceiling (PANTEX 800)	m ²			
803	Two coats of cream white paint on internal walls (PANTEX 800)	m ²			
804	Two coats of cream white water resistant paint on external walls with PANTEX 1300	m ²			
805	Two coat of chassis red oil paint on doors, windows and skirtings	m ²			
	900: EXTERNAL WORKS				
901	Concreting of the surroundings with mass concrete dosed at 300kg/m3 with a thickness of 8cm	m ³			
902	Concreting of gutters 40x40 the base with mass concrete dosed at 300kg/m3 with a thickness of 10cm on mass concrete base with thickness 8cm	ml			
903	R.C. slab on gutter at entrances (1.2m wide) dosed at 350kg/m3	U			
	1000: ENVIRONMENTAL MITIGATIONS				
1001	Provision of trash cans (Half metallic drums)	u			

DOCUMENT NO. 8: BILL OF QUANTITIES AND ESTIMATES

BILLS OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

LOCATION	NYAMGIN MAKET, BALIKUMBAT COUNCIL, NGOKETUNJIA DIVISION OF NORTH WEST REGION				
ITEM	DESCRIPTION OF TASK	UNIT	Q'TY	U.P	AMOUNT
	100:PRELIMINARY WORKS				
101	Site Installation	ff	1		
102	Studies (Execution program, As Executed Report etc)	ff	1		
103	Setting out of the building	ff	1		
	SUBTOTAL 100				
	200:EARTHWORKS				
201	Digging of foundation trenches	m ³	168.44		
202	Backfilling and Compaction with Laterite	m ³	206.16		
	SUBTOTAL 200				
	300: FOUNDATION				
301	5cm thick lean Concrete mixed of 150kg/m ³	m ³	8.51		
302	Masonry stone foundation	m ³	84.168		
303	R.C. for footings, pillars and ground beams	m ³	24.16		
304	Concrete floor (8cm thick dosed at 300kg/m ³)	m ²	547.8		
	SUBTOTAL 300				
	400: WALL MASONRY				
401	Blocks of 15x20x40 for wall elevation	m ²	728.51		
402	Plastering of internal walls with cement mortar dosed at 350kg/m ³	m ²	1070.4		
403	Plastering of External walls with cement mortar dosed at 350kg/m ⁴	m ³	424.92		
403	R.C. for pillars, columns, lintels and beams dosed at 350kg/m ³	m ³	23.524		
405	Floor finish in 4cm thick cement screed	m ²	547.8		
	SUBTOTAL 400				
	500: ROOF				
501	Truss of 5x15cm (complete in hard wood)	m ³	8.7653		
502	Purlins (5x8)cm	m ³	4.345		
503	Noggings (4x4)cm	m ³	8.865		
504	Ceiling in hard plywood (4mm thick & white on both sides)	m ²	504.20		
505	External perimeter ceiling in smooth zinc sheet (tole lisse) including ventilation	m ²	128.6		
506	Aluminium roofing sheets (tole bac 5/10mm)	m ²	864.89		
507	Fascia board 3x30cm in hard wood	ml	158		
508	Tole bac 5/10eme for Fascial board and of height 30cm	ml	158		
509	Aliminium sheet for ridge cap	U	103.96		
	SUBTOTAL 500				
	600: METALLIC WORKS				
601	Complete metal doors of 220cm high; 120cm wide accessories like in-locks (ORIGINAL VACHETTE or PACO), two pad locks each	U	28		

602	Angle bar at the nosing of the veranda	ml	57.36		
	SUBTOTAL 600				
	700: ELECTRICAL INSTALLATIONS				
701	Supply & installation of conduit (ø20) and cups including accessories	rolls	4		
702	Cables V.G.V 3x1.5mm2 for ceiling/lighting	ml	300		
703	Cables 3 x 2,5mm2 for power and suckets	ml	300		
704	LED bulbs	U	56		
705	Switch built-in	U	28		
706	Complete sockets built-in	U	28		
708	Supply & installation of derivation box of 105 x 105 x 55 and fuse box including all other necessary accessories	ff	1		
709	Connection to existing network	ff	1		
710	Complete earthing of the structure (Copper cable 3m, earth rod 1m etc)	ff	1		
	SUBTOTAL 700				
	800: PAINTING				
801	Priming coat in ordinary paint (national water paint)	m ²	1495.3		
802	Two coats of crystal white glue paint on ceiling (PANTEX 800)	m ²	504.20		
803	Two coats of cream white paint on internal walls (PANTEX 800)	m ²	1070.4		
804	Two coats of cream white water resistant paint on external walls with PANTEX 1300	m ²	424.92		
805	Two coat of chassis red oil paint on doors, windows and skirtings	m ²	197.38		
	SUBTOTAL 800				
	900: EXTERNAL WORKS				
901	Concreting of the surroundings with mass concrete dosed at 300kg/m3 with a thickness of 8cm	m ³	10.112		
902	Concreting of gutters 40x40 the base with mass concrete dosed at 300kg/m3 with a thickness of 10cm on mass concrete base with thickness 8cm	ml	158		
903	R.C. slab on gutter at entrances (1.2m wide) dosed at 350kg/m3	U	28		
	SUBTOTAL 900				
	1000: ENVIRONMENTAL MITIGATIONS				
1001	Provision of trash cans (Half metallic drums)	u	4		
	SUBTOTAL 1000				
S U M M A R Y					
100:PRELIMINARY WORKS					
200:EARTHWORKS					
300: FOUNDATION					

400: WALL MASONRY	
500: ROOF	
600: METALLIC WORKS	
700: ELECTRICAL INSTALLATIONS	
800: PAINTING	
900: EXTERNAL WORKS	
1000: ENVIRONMENTAL MITIGATIONS	
TOTAL WITHOUT TAXES	
VAT (19.25%)	
TOTAL AIR (2.2% or 5.5%)	
TOTAL TAXES	
TOTAL WITH TAXE INCLUSIVE (ATI)	

DOCUMENT NO. 9: SCHEDULE OF SUB-DETAIL OF PRICES

DESIGNATION :					
No	Daily out put		Total quantity	Unit	Duration of activity
		No			
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MACHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	

DOCUMENT NO. 10: MODEL CONTRACT



JOBING ORDER No ____JO/MINDDEVEL/BC/BCITB/2021 OF2021

OPEN NATIONAL INVITATION TO TENDER N°: 03/ONIT/MINDDEVEL/BC/ BCITB / 2021 OF 20th
**JANUARY 2021 FOR THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET
SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA
NGOKETUNJIA DIVISION OF THE NORTH WEST REGION**

Project Owner [Indicate name and full address]

HOLDER : [Indicate name and full address of holder]

P.O. Box _____, Tel: _____ Fax: _____

Business Registry No. _____ at

Taxpayer's No. _____

SUBJECT : Execution of _____ works;

Lot No. _____; Network _____

PLACE : Region _____

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : [Indicate the source of financing]

BUDGET HEAD : [to be completed]

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

Between:

The Government of the Republic of Cameroon, represented by _____ hereinafter referred to the "Contracting Authority"

On the one hand,

And

_____(enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page_____ and last of Contract No._____ JO/CA/TB/2021
Awarded after invitation to tender [specify references of invitation to tender]

With _____,

For the execution of _____works

EXECUTION DEADLINE_____ (_____) months

Amount of contract in CFA F:

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

Read and accepted by the contractor

Signature of Contracting Authority

Registration

DOCUMENT NO. 11:
FORMS AND MODELS TO BE USED BY BIDDERS

Table of models

Annex No. 1: Model Declaration of intention to tender

Annex No. 2: Model tender

Annex No. 3: Model bid bond

Model No. 4: Model final bond

Model No. 5: Model of start-off advance bond

Model No. 6: Model retention fund

Annex No. 7: Evaluation grid

Annex No. 8: Attestation of site visit

Annex No 9: Site Visit Report

Annex No. 1: Model Declaration of intention to tender

I the undersigned.....acting in the capacity of in the name and on behalf of atRC No by virtue of the power vested in me , domiciled at P.O BOX Telephone no after having studied all the documents of the tender file relating to the invitation to tender

No 03/ONIT/MINDDEVEL/BC/ BCITB / 2021 OF 20th JANUARY 2021 And after having assessed in my point of view and under my responsibility the nature and difficulties entailed with the execution of the job, I do hereby tender and commit myself to carry out works for **THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA NGOKETUNJIA DIVISION OF THE NORTH WEST REGION**

In keeping with the terms and conditions of the tender fill.

I commit myself in case my tender is retained, to execute the contract within Months as from the date of notification of award of the contract.

I hereby commit myself to maintain the amount of my tender for a period of sixty (60) days with effect from the dateline for submission of bids.

Done at..... On

General Director

Signature.....

Annex No. 2: Model tender

I, the undersigned _____ [indicate the name and capacity of signatory]
Representing the _____ company or enterprise or group with head office at _____
registered in the trade register of _____ under the number No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addendum (addenda): the invitation to tender [recall the subject of the invitation to tender]

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____ [in figures and words] CFA francs exclusive of VAT and at _____ CFA francs inclusive of all Taxes. [In figures and words].
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my bid for [indicate duration of validity, in principle 90 days for national invitations to tender 120 days for international invitations to tender] from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Project Owner shall pay the sums due for this contract by crediting account No..... opened in.....Bank.....Branch

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Done at..... on.....

Signature of.....

in the capacity of.....duly authorised to sign the bids on behalf of.....

ANNEX No. 3: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"

Whereas the undertaking _____ hereinafter referred to as the "bidder" has submitted his bid on _____ for [recall the subject of the invitation to tender], hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

We _____ [name and address of the bank], represented by _____ [names of signatories], hereinafter referred to as "the bank" hereby guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract;

We pledge to pay to the [Contracting Authority] an amount up to the maximum of the sum referred to above upon reception of the his 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 enter into force from the date of signature and from the date set by the Contracting Authority for the submission of bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation and execution, 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 _____

[Bank's signature]

Annex No. 4: Model final bond

Bank:

Reference of the bond: No _____

Addressed to [Indicate the Project Owner and his address] Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ [name and address of Contractor], hereafter referred to as "the Contractor", has committed himself, in execution of the contract referred to as "the contract", to carry out [indicate the nature of the works].

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to [indicate the percentage between 2 and 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 issue the Contractor 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 Contractor 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 sum 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 upon signature and notification of the contract. It shall be released within a deadline of [indicate the deadline] from the date of the provisional acceptance of the works.

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 made 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. 5: 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 works, the references of the invitation to tender and the lot, if possible] 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]

ANNEX No. 6: Model of performance bond (Retention fund)

Bank: _____
Reference of the bond: No. _____

Addressed to [Indicate the Project Owner]
Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

Whereas _____ name and address of Supplier] hereinafter referred to "the contractor", pledged,
in execution of the contract, to carry out the works of [indicate the subject of the works]

Whereas it is stipulated in the contract that the retention fund fixed at [percentage below 10 % to be
specified] of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,

We, _____ [name and address of the bank],

Represented by _____ [names of signatories] and hereinafter referred to as "the
bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project
Owner for a maximum amount of _____

[In figures and letters] corresponding to [percentage below 10 % to be specified] of the contract price.

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple
written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the
Project Owner within the meaning of the contract, amended where need be, by its additional clauses, without
being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the
amount equal to [percentage below 10 % to be specified] of the total amount of the works featuring in the
final detailed account, without the Project Owner having to prove or give the reasons nor the motive for the
amount of the sum indicated above.

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the
final acceptance of the works and upon release issued by the Project Owner.

Any request for payment made by the Project Owner by virtue of this bond 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 and execution, be subject to Cameroon law. Cameroon courts
shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX 8: EVALUATION GRID

03/ONIT/MINDDEVEL/BC/ BCITB / 2021 OF 20th JANUARY 2021 FOR THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

ADMINISTRATIVE DOCUMENTS.

NO	DESCRIPTION	YES	NO
A.1	Declaration of intention to tender stamped with the tariff in force.		
A.2	Certified Copy of the Business Registration, not more than three months old.		
A.3	Certificate of non-bankruptcy established by the Court of 1 st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by municipal treasury		
A.6	A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis-a-vis the Fund; the attestation should be less than three months old.		
A.9	Business License (photocopy certified by the chief of tax centre, not more than three months).		
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of tax centre		
A.11	A Clearance Certificate signed by the chief of tax centre stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		
A.12	Plan and Attestation of localization		

EVALUATION GRID OF TECHNICAL BID (NB: Absence or an irregularity of an item means no to the point)			
N°	EVALUATION CRITERIA AND SUB-CRITERIA	YES	NO
B)	ESSENTIAL CRITERIA		

B.1	General presentation of the tender files		
B.1.1	-Document spirally bound -Table of content page		
B.1.2	-Colour sheets separation - Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		

B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2016 projects) Minimum acceptable: 02 Contracts realized in the domain of BUILDING construction over the past 05 years with amount $\geq 30,000,000$ fcfa		
	1st Reference		
	2nd reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT		
B.3.1	01 works supervisor (civil or rural engineer)		
	Qualification of the works supervisor: (civil or rural engineer (BAC +3) Professional experience of the project engineer ≥ 05 years (signed CV)		
	<ul style="list-style-type: none"> ➤ A certified copy of the technical diploma, ➤ Certified copy of ID card 		
	<ul style="list-style-type: none"> ➤ An Attestation of presentation of original of the technical diploma ➤ CV signed by the candidate, 		
B.3.2	01 Site foreman(at least HND or equivalent certificate)		
	Qualification of the Site foreman: (senior Technician certificate in Civil Engineering (BAC+2 or equivalent certificate) Professional experience of the Site foreman ≥ 05 years (signed CV) A certified copy of		
	<ul style="list-style-type: none"> ➤ A certified copy of the technical diploma, ➤ Certified copy of ID card 		
	<ul style="list-style-type: none"> ➤ An Attestation of presentation of original of the technical diploma ➤ CV signed by the candidate, 		
B.3.3	Other personnel		
	Artisan staff: (carpentry, building construction and electricity (CAP Certificate or equivalent certificate) Professional experience of each artisan ≥ 03 years (signed CV) A certified copy of		
	<ul style="list-style-type: none"> ➤ technical diploma, ➤ Certified copy of ID card ➤ An Attestation of presentation of original of the technical diploma ➤ CV signed by the candidate 		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method, site installation plan with comments		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Planning/Duration of execution in respect with the Tender file/ maintenance measures during the guarantee period		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other vans signed by regional delegation of MINTRANSPORT or other administrative authority (DO or SDO).		
B.5.2	Proof of ownership or rental of a concrete mixer		

B.5.3	Proof of ownership or rental of a concrete vibrator		
B.5.4	Proof of ownership or rental of a Hand compactor		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, hammers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 75% of the project amount		
B.7	Attestation of site visit signed by the director of the Company		
B.8	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.9	Special Technical Clauses initialed in all the pages and last page signed		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed		

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 80% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 18/25 of the essential criteria.

A. Eliminatory criteria

- 1 - Absence or non-conformity of a document in the administrative file 48 hours after the bid opening session;
- 2 -False declaration or falsified documents;
- 3 -Absence or insufficient bid bond;
- 4 -Incomplete financial file;
- 5 -Omission of a unit price in the financial bid;
- 6 -Score less than 20/25 (80%).
- 7 -External envelope carrying a sign that can identify the bidders bid

B. Essential criteria

- 1 -General presentation of the tender files;
- 2 - Financial capacity;
- 3 -References of the company in similar achievements;
- 4 -Quality of the personnel;
- 5 -Technical organization of the works;
- 6 -Logistics;
- 7 -Attestation and report of site visit;
- 8 -Special Technical Clauses initialed in all the pages and sign on the last page;
- 9 -Special Administrative Clauses completed and initialed in all the pages and sign on the last page.

11. Main qualification criteria

The criteria relating to the qualification of candidates could be Indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 20/25 of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 20/25 of the essential criteria.

ANNEX 7: MODELE ATTESTATION OF SITE VISIT

the undersigned Mr./Mrs./Miss[Surname and Name of
Director]The Director of [Name of company]
confirm that Mr./Mrs./Miss (Surname and Name)
Engineer of my Company: (Name of
Enterprise),

has actually visited the site which is going to receive the structure relative to OPEN NATIONAL
INVITATION TO TENDER N°03/ONIT/MINDDEVEL/BC/ BCITB / 2021 of 16th JANUARY 2021 FOR
THE CONSTRUCTION OF TWENTY-EIGHT (28) CLOSED MARKET SHEDS AT NYAMGIN
MARKET IN BALIKUMBAT VILLAGE IN BALIKUMBAT COUNCIL AREA NGOKETUNJIA
DIVISION OF THE NORTH WEST REGION

We declare as follows:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of job with respect to norms.
- To establish our unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall in no condition claim the Delegated Contracting Authority for any increase of unit price.

In Testimony whereof, this present **ATTESTATION OF SITE VISIT** is established and issued to serve the purpose it deserves.

Date
The Director

Date
Stamp of enterprise

Signature and Names

Signature and Names of the Engineer

ANNEX 8: SITE VISIT REPORT

Name of Project.....

Name of Enterprise

1. CONTEXTE OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE (access to the site, existing structures of the school, Sign post of the school, Photos of the Engineer of the enterprise in front of the school building etc.)

Date.....

Name of Enterprise:

Stamp and signature of enterprise

DOCUMENT NO. 12: PRELIMINARY STUDIES

systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the subject of rules governing the award, execution and control of public contracts]

on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, from the start of the procedure to award contracts or refer to the competent Tenders Board, ensure that draft tender files are prepared based on preliminary studies.

The studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the studies.

Annex No. 7: Justification of preliminary studies

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the public or private Project Manager

2.3. References of the contract, if Private Manager carried it out;

2.4. If maintenance works

1.4.1 Description of the studies;

1.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.

1.5 Rehabilitation or new works

1.5.1 Are quantities in the quotations the same as those of the studies?

1.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

1.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the tender file.

- The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.

DOCUMENT NO. 13:
LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES
AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS

First Bank

lannique

bonaise pour le Financement International (BGFI BANK)
national du Cameroun pour l'Epargne et le Crédit (BICEC)

ank of Cameroon (CBC)

cial Credit Bank

ounaise de Banque au Cameroun

ale de Banque au Cameroun

ntered Bank Cameroon

Cameroon

r Africa.

panies

ee;

e SA BP Douala

