

REPUBLIQUE DU CAMEROUN

Paix- Travail- Patrie

.....
**MINISTRE DE LA DECENTRALIZATION ET
DU DEVELOPPEMENT LOCAL**

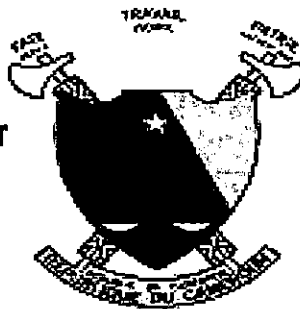
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REGION DU NORD OUEST

.....
DEPARTEMENT DE LA MENCHUM

.....
ARRONDISSEMENT DE BENAKUMA

.....
COMMUNE DE BENAKUMA

.....
**COMMISSION DE PASSATION
DES MARCHES PUBLIQUE**
.....



REPUBLIC OF CAMEROON

Peace- Work- Fatherland

.....
**MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT**

.....
NORTH WEST REGION

.....
MENCHUM DIVISION

.....
MENCHUM VALLEY SUB DIVISION

.....
BENAKUMA COUNCIL

.....
**INTERNAL TENDERS BOARD FOR
AWARD OF PUBLIC CONTRACTS**
.....

**OPEN NATIONAL INVITATION TO TENDER BY NORMAL
PROCEDURE**

**N° 001/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF
03 FEB 2021 FOR THE OPENING OF 5KM ROAD FROM
BENAKUMA TOWN TO LAKE BENAKUMA, LOT N° 01
MENCHUM VALLEY SUB-DIVISION, MENCHUM DIVISION
OF THE NORTH WEST REGION**

CONTRACTING AUTHORITY:

THE MAYOR BENAKUMA COUNCIL

PROJECT OWNER

THE MAYOR, BENAKUMA COUNCIL

FINANCING: PIB 2021/MINDDEVEL, 2021 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N°

279901

VOTE OF CHARGE N°

5527351016414072811

TENDER FILE

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Document N°4 :	The special administrative conditions (“CCAP”)
Document N°5 :	The special technical conditions (“CCTP”)
Document N°6 :	The Schedule of Unit Prices (<i>Price Elaboration Schedule=PES</i>)
Document N°7 :	The Bill of quantities and cost estimates (<i>BQCE</i>)
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Document N°9 :	Model Contract
Document N°10 :	Model forms to be used by bidders
Form N° 1	<i>Declaration of the intention to tender</i>
Form N° 2	<i>The tender letter</i>
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Document N°13:	Plans, diagrams and/or pictures, <i>as the case may be</i>

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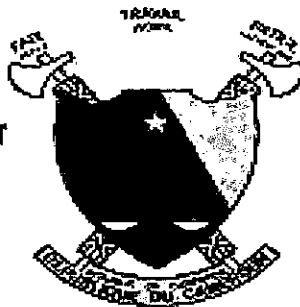
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**INTERNAL TENDERS BOARD FOR
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DOCUMENT N° 1

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER BY NORMAL PROCEDURE

**N° ~~01~~ /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF 3 FEB 2021 FOR
THE OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE
BENAKUMA (LOT N° 01), MENCHUM VALLEY SUB-DIVISION, MENCHUM
DIVISION OF THE NORTH WEST REGION**

1) SUBJECT OF THE INVITATION TO TENDER:

Within the frame-work of the 2021 Public Investment Budget, the Contracting Authority (Mayor Benakuma Council, hereby representing the State of Cameroon, launches an Open National Invitation to Tender under **CONDITIONS OF NORMAL** The Opening of 5km Road from Benakuma Town to Lake Benakuma (Lot N° 01), Menchum Valley Sub-Division, Menchum Division of the North West Region

2) CONSISTENCY/NATURE OF SERVICE:

The works subject of this invitation to tender shall require the The Opening of 5km Road from Benakuma Town to Lake Benakuma, Menchum Valley Sub-Division, Menchum Division of the North West Region

The works required are found in the detail description mentioned in the respective bills of quantities and cost estimates.

3) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Project Owner for the execution of the works subject of this tender shall be **ninety calendar days (three months)** with effect from date of notification of the Service Order to start execution.

4) ALLOTMENT:

The works subject of this invitation to tender shall be in one lot defined with specifications as in the table below:-

Lot	Works	Locality
1	Opening of 5km road	Benakuma Town, to Lake Benakuma Menchum Valley Sub-Division,

5) COST ESTIMATE:

The estimated cost of the operations (tasks) following feasibility studies stands as specified in the table below:-

Lot	Works	Locality	Estimated Cost
1	Opening of 5km road	Benakuma Town, to Lake Benakuma Menchum Valley Sub-Division,	30,000,000 FCFA

6) PARTICIPATION AND ORIGIN:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon with the required technical and professional expertise in the domain of **road works** accompanied by the necessary financial capability.

7) FINANCING:

Works which form the subject of this invitation to tender shall be financed as per the programmed budget head of the 2021 Public Investment Budget (PIB 2021) of the Republic of Cameroon as specified in the table below:-

Lot	Ministry	Project Owner	Works	Provisional Amount	Expenditure authorization N°	Vote of charge N°
1	MINDDEVE L	The Mayor, Benakuma Council	Opening of 5km road	30,000,000 FCFA	279901	5527351016414072811

8) BID BONDS (PROVISIONAL GUARANTEE):

Each bidder shall enclose in his administrative documents a bid bond issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance and that shall respect the model in this tender file featuring on the list in document 12 of the tender file and valid for ninety (90) days beyond the original date of the validity of the offers.

Lot	Works	Locality	Estimated Cost	Bid Bond	Tender Fee
1	Opening of 5km road	Benakuma Town, to Lake Benakuma Menchum Valley Sub- Division,	30,000,000 FCFA	600,000 FCFA	30,000 FCFA

9) CONSULTATION OF TENDER FILE:

The Tender documents may be consulted immediately after publication of this invitation to tender from the Services of the Contracting Authority (*Service in charge of the contracts award*) during working hours at the Benakuma Council.

10) ACQUISITION OF TENDER FILE:

The Tender documents shall be obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority during working hours at the Benakuma Council.. The document shall be obtained upon presentation of a municipal Treasury receipt showing the payment of a non-refundable sum of **thirty thousand (30,000) francs CFA**.

11) SUBMISSION OF BIDS (OFFERS):

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in eight (8) copies, that is **one (01) original and seven (07) copies** labelled as such. These shall be submitted in one sealed external envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical documents, and Envelope C: Financial documents. It shall reach the Benakuma Council. not later than 03 MARS 2021 at 11am local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:

OPEN NATIONAL INVITATION TO TENDER NORMAL PROCEDURE
N^o 001/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF 3 FEB 2021 FOR THE OPENING
OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N^o 01), MENCHUM
VALLEY SUB-DIVISION, MENCHUM DIVISION OF THE NORTH WEST REGION

(To be opened only during the bids opening session of the Tenders Board)

12) ADMISSIBILITY OF OFFERS:

In order not to be rejected, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities as the case may be (*Example: SDO, DO etc*) and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the submission of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared null and void, especially bids containing a bid bond not issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority shall be released for unsuccessful bidders not later than thirty (30) days after the period of bid validity. For the successful bidder to whom the contract will be awarded, the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided.

Bidders shall remain committed to their offers for a period of ninety (90) days from the last date for the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

NB: The contractor shall, present the originals of the respective certified documents for strict verification of their authenticity during site installation.

13) OPENING OF BIDS(OFFERS):

Bids shall be opened by the Internal Tenders Board for Benakuma Council in a single phase on the 03 MARCH 2021 at 12 noon local time in the hall at the Benakuma Council office. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

14) EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following:

A) Eliminatory Criteria.

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file
- Administrative documents more than 3months old;
- Absence of original or properly certified administrative document or documents certified more than one time,
- False declaration or forged documents ;
- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance

NB: Bid bond for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.

- Execution period longer than prescribed in the Tender file

- Technical evaluation mark less than **75%** (*respect of the essential criteria less of 75%*);
- Absence of quantified unit price in the financial bid.
- Proof of abandonment of any state project(s).

B) Essential Criteria They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

(i) Technical documents, it shall be the binary method (**YES or NO**) based on the following distribution of points:

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	06
EXPERIENCE OF THE COMPANY	11
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	11
TECHNICAL EQUIPMENT AND TOOLS	05
METHODOLOGY FOR THE EXECUTION OF WORKS	07
TOTAL	40

NB:

- Any Bid that shall not obtain **75%** evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).
- (ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

15) VALIDITY OF OFFERS:

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

16) AWARD OF THE CONTRACT:

The contract shall be awarded to the lowest bidder who must have fulfilled the administrative, technical and financial requirements.

17) COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the Service for the Contracts Award at the Benakuma Council office.

18) AMENDMENT TO THE INVITATION TO TENDER:

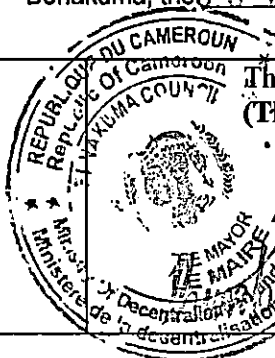
The Contracting Authority may at any time, amend this invitation to tender. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

The Contracting Authority may at any time, amend this invitation to tender. He shall publish the amendments and communicate same to companies that bought the tenders file. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

Benakuma, the 03 FEB 2021

Copies :

- The Chairman, Internal Tenders Board Benakuma council
- ARMP Bamenda (for publication and filing)
- Divisional Service for the award of Contracts (for filing)
- CRTV
- Local Radio House(s), to facilitate publicity
- Bill Boards
- Chrono



The Mayor Benakuma Council
(The Contracting Authority),

Salomon Nudi

REPUBLIQUE DU CAMEROUN

Paix- Travail- Patrie

**MINISTRE DE LA DECENTRALISATION ET
DU DEVELOPPEMENT LOCAL**

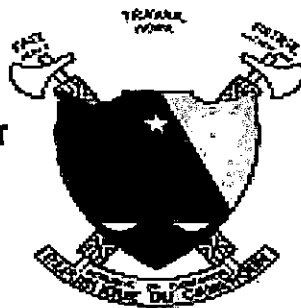
REGION DU NORD OUEST

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MENCHUM VALLEY SUB DIVISION

BENAKUMA COUNCIL

**INTERNAL TENDERS BOARD FOR
AWARD OF PUBLIC CONTRACTS**

DOSSIER N° 1

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

**NO 01/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 DU 3 FFV 2021 POUR LES TRAVAUX
D'OUVERTURE DE 5KM DE ROUTE DANS LA COMMUNE DE BENAKUMA,
ARRONDISSEMENT DE MENCHUM VALLEY DANS LE DEPARTEMENT DE LA MENCHUM,
REGION DU NORD-OUEST**

1- Objet de l'appel d'offres :

Dans le cadre du Budget d'Investissement Public (BIP) 2021, le Maire de commune de Benakuma, (Autorité Contractante) représentant l'état du Cameroun lance un Appel d'Offres National Ouvert **SOUS LES CONDITIONS NORMALE** pour les Travaux d'Ouverture de 5km de Route dans la Commune de Benakuma, Arrondissement de Menchum Valley dans le Département de la Menchum, Région du Nord-Ouest.

2- Consistance des travaux/ Nature du service

Les travaux objets du présent appel d'offres concerneront la Travaux d'Ouverture de 5km de Route dans la Commune de Benakuma, Arrondissement de Menchum Valley dans le Département de la Menchum, Région du Nord-Ouest. Les travaux requis sont détaillés des descriptions mentionnées dans le cadre du détail estimatif.

3- Délai d'exécution :

Le délai maximum prévu par le Maitre d'Ouvrage pour l'exécution des travaux du présent appel d'offre est de quatre vingt dix- jours (90) continus (Trois mois) à partir du jour de la notification de l'ordre de service pour le démarrage.

4- Allotissement:

Les travaux objets du présent appel d'offres sont dans un lot spécifiés dans le tableau ci-après :-

Lot	Travaux	Localité
1	Ouverture de 5km de Route	Commune de Benakuma, Arrondissement de Menchum Valley

5- Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est spécifié dans le tableau ci-dessous ;-

Lot	Travaux	Localité	Coût prévisionnel
1	Ouverture de 5km de Route	Commune de Benakuma, Arrondissement de Menchum Valley	30,000,000 FCFA

6- Participation et origine:

La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises ou groupes d'entreprises ayant une bonne réputation ainsi que expertise professionnel, technique et financier dans les travaux routiers basées au Cameroun.

7- Financement :

Les travaux, objet du présent appel d'offres sont financés par la rubrique programmé dans le Budget d'Investissement Public au titre de l'exercice 2021 de la République du Cameroun comme spécifié dans le tableau ci-dessous:-

Lot	Ministère	Maitre d'Ouvrage	Travaux	Coût prévisionnel	N° de l'autorisation de dépense	N° de l' Imputation
1	MINDDEVE L	Le Maire de la Commune de Benakuma	Ouverture de 5km de Route	30,000,000 FCFA	279901	5527351016414072811

8- Cautionnement provisoire (*Garanties de soumission*)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du ce dossier d'appel d'offres et valable pendant quatre-vingt dix (90) jours au-delà de la date originale de validité des offres.

Lot	Travaux	Localité	Coût prévisionnel	Cautionnement provisoire	Prix d'achat du DAO
1	Ouverture de 5km de Route	Commune de Benakuma, Arrondissement de Menchum Valley dans le Region de Nord Ouest	30,000,000 FCFA	600,000 FCFA	30,000 FCFA

9- Consultation du dossier d'appel d'offres :

Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables à la commune de Benakuma

10- Acquisition du dossier d'appel d'offres :

Le dossier peut être obtenu dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant pendant les heures ouvrables à la commune de Benakuma

Le dossier sera obtenu contre versement d'une somme non remboursable de **trente milles (30,000) francs CFA** payable au trésor de commune de Benakuma.

11- Remise des offres :

Chaque offre rédigée en français ou en anglais sera signé par le soumissionnaire ou son Représentant dument autorisé et présenté en sept (07) exemplaires c.-à-d. **un (01) original et six (06) copies marqués comme tels** de trois enveloppes marqué A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Les offres seront remises étant dans une enveloppe externe fermée à la commune de Benakuma au plus tard le _____ à **11heures**. Cette enveloppe externe devra être adressée à l'Autorité Contractante portant la mention

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 01/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 DU 3 FÉV 2021 POUR LES TRAVAUX D'OUVERTURE DE 5KM DE ROUTE DANS LA COMMUNE DE BENAKUMA (Lot N° 01), ARRONDISSEMENT DE MENCHUM VALLEY DANS LE DEPARTEMENT DE LA MENCHUM, REGION DU NORD-OUEST

"A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT"

12 - Admissibilités 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 (Exemple : service des impôts, banques, etc.) ou une autorité administrative (Exemple : Préfet, Sous-préfet, etc.), 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. La double certification ne sera pas acceptée. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable, notamment l'absence de cautionnement provisoire délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances cautionnement.

Cautionnement provisoire sera remis au soumissionnaire qui n'a pas réussi seulement par l'Autorité Contractante au plus tard trente jours après la période de validité. À l'attributaire, le cautionnement provisoire sera remis par l'Autorité Contractante quant il l'aura fourni le cautionnement provisoire. Le montant correspondant à chaque cautionnement provisoire sera reçu par le soumissionnaire de la banque sous présentation de l'original du cautionnement provisoire. Les soumissionnaires restent tenus par leur offre pendant quatre vingt dix (90) jours à partir de la date limite fixée pour la remise des offres.

NB: Pendant l'installation de l'attributaire au site de la construction, il sera obligé de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

13- Ouverture des plis:

L'ouverture des plis sera faite par la Commission de passation des marchés en une seule phase le _____ à 12 midi heure locale dans une salle allouée au Président de la commission de passation des marchés situé à la Commune de Benakuma. Seul les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et de la réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l'ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

14- Critères d'évaluation:

La conformité d'une offre sera évaluée tenant compte des critères suivants :-

Les offres seront évaluées selon des conditions suivantes.

A) Critères éliminatoires

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes,
- Enveloppes externes ayant les signes d'identification des soumissionnaires,
- Absence d'un document dans le dossier Administratif
- Documents administratifs certifiés hors du délai de trois mois
- Absence de l'original ou des documents bien certifiés ou documents certifiés plus qu'une fois
- Fausse déclaration ou pièce falsifiée
- Absence de cautionnement provisoire ou cautionnement provisoire non délivrée directement au nom du soumissionnaire par une banque de premier ordre agréée par le Ministère chargé des Finances

NB: Cautionnement provisoire pour un groupe d'entreprises doit être adressé au nom de l'entreprise mandaté et les noms d'autres entreprises mentionnés dans le contenant.

- Délai d'exécution plus long que prescrit dans l'Appel d'Offres
- Note technique inférieure à 75% au niveau de l'évaluation administrative et technique
- Omission d'un prix unitaire quantifié dans l'offre financier.
- preuve d'abandon d'un projet d'Etat.

B) Critères essentiels

Ils sont les modalités clés ou primordiales pour le jugement de la capacité technique et financière des candidats pour exécuter les tâches faisant objet de l'appel d'offres. Ils sont déterminés tenant compte de nature et contenant des tâches à exécuter. Donc, dans l'évaluation des:

(i) Dossier techniques, elle sera binaire (OUI ou NON) basée sur la distribution des point suivant:-:

CRITERE	POINTS
PRESENTATION GENERALE DE L'OFFRE	06
LES REFERENCES DE L'ENTREPRISE	11
LA QUALITE DU PERSONNEL D'ENCADREMENT DE L'ENTREPRISE	11
L'EQUIPEMENT ET OUTILS A MOBILISER	05
METHODOLOGIE ET EXECUTION DES TRAVAUX	07
TOTAL	40

Remarque :

- Offre qui n'obtiendra pas au moins 75% de la note technique sera simplement rejeté;
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

(ii) Offres financier, il consistera de parcourir les devis quantitative tenant compte de bordereau des prix unitaires et les sous détaille de prix unitaire.

15. Durée de validité des offres

Les soumissionnaires restent tenus par leurs offres pendant quatre vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

16- Attribution:

Le marché sera attribué au soumissionnaire présentant l'offre la moins disant et remplissant les capacités administratives et techniques requises.

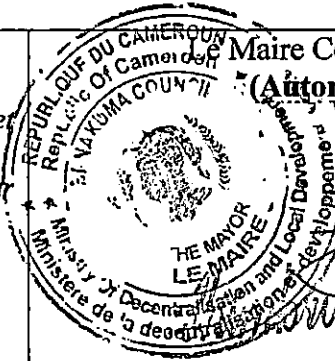
17. Les Renseignements Complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés situé à la commune de Benakuma.

18- Additif à l'appel D'offres:

L'Autorité Contractante se réserve le droit à tout moment, que ce soit à son initiative ou consécutivement à une saisie d'un soumissionnaire avant la date de remise des offres, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres publiant un additif. Tout additif ainsi publié fera partie intégrante du dossier d'appel d'offres. Cet additif sera communiquer par écrit ou signifié par tout moyen laissant trace écrite à tout les soumissionnaires ayant acheté le DAO en tenant compte du temps il faut pour qu'ils préparent bien leurs offres.

Benakuma, le 03 FEV 2021

Ampliations: - Le Président, CPDM commue de Benakuma. - ARMP Bamenda (pour publication et archivage) - Service de passation des marches (pour archivage) - CRTV - Radios locales pour faciliter la publicité - Tableau d'affichage	 Maire Commune de Benakuma (Autorité Contractante) <i>Solomon Kudli</i>
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GENERAL REGULATIONS OF THE INVITATION TO TENDER

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- Article 5: Building materials, materials, supplies, equipment and authorised services
- Article 6: Qualification of the bidder
- Article 7: Visit of site of works

B. Tender File

- Article 8: Content of Tender File
- Article 9: Clarifications on Tender File and complaints
- Article 10: Modification of the Tender File

C. Preparation of Bids

- Article 11: Tender fees
- Article 12: Language of bid
- Article 13: Constituent documents of the bid
- Article 14: Amount of bid
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- Article 16: Validity of bids
- Article 17: Bid bond
- Article 18: Varying proposals by bidders
- Article 19: Preparatory meeting to the establishment of bids
- Article 20: Form and signature of bids

D. Submission of bids

- Article 21: Sealing and marking of bids
- Article 22: Date and time-limit for submission of bids
- Article 23: Out of time-limit bids
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E. Opening and evaluation of bids

- Article 25: Opening of bids and petitions
- Article 26: Confidential nature of the procedure
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F. Award of the contract

- Article 33: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure
- Article 34: Award
- Article 35: Publication of results of award and petition
- Article 36: Notification of the award of the contract
- Article 37: Signature of the contract
- Article 38: Final bond
- Article 39: Additional information

DOCUMENT N° 02

GENERAL REGULATIONS OF THE INVITATION TO TENDER

A-GENERALITIES

Article 01: SCOPE OF THE INVITATION TO TENDER

- (a) **CONTRACTING AUTHORITY** as defined in the Special Regulations of the invitation to tender ("RPAO") is the Mayor Benakuma Council who shall be in charge of launching the tenders file. The name, the reference number and the number of lots contained in the invitation to tenders are found in the Special Regulations of the invitation to tender.
- (b) **SUCCESSFUL BIDDER** shall be the company to which the contract shall be awarded. This company shall have to execute and finish the tasks defined in the Special Regulations of the invitation to tender within the deadline spelled out in the service order notifying when to start execution, except modified by the Special Administrative conditions ("CCAP") of the invitation to tender.
- (c) **DAY** in this tender file shall mean a **calendar day**.

Article 02: FINANCING

The source of funding for the project shall be contained in the financial documents and shall bear specifications of funding as shall be spelled out in the Special Tender Regulations.

Article 03: FRAUD AND CORRUPTION

The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of the contract to be established. 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.

Remark: 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 04: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in road works accompanied by the necessary legal and financial autonomy and must not have been excluded from bidding for public contracts as well as managed according to commercial laws and not under the direct supervisory authority of the Contracting Authority or Project

Owner. 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 potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he:-

- (a) 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.
- (b) presents more than one bid within the context of Invitation To Tender, except authorised variants, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- (c) and 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

Article 05: ORIGINS OF MATERIAL, SUPPLIES, EQUIPMENT AND AUTHORIZED SERVICES

The origin for these resources must be in countries fulfilling the criteria defined in the Special Regulations of the invitation to tender. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where comes the services.

Article 06: QUALIFICATION OF BIDDERS

- (a) As an integral part of their bid, bidders must:
 - (i) Submit a power of attorney making the signatory of the bid bound by the bid; and
 - (ii) 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:

- The production of certified balance sheets and recent turnovers
 - Access to a line of credit or availability of other financial resources
 - Orders acquired and contracts awarded
 - Pending litigations
 - Availability of indispensable equipment
- (b) Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:-
 - The bid must include all the information listed in paragraph 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
 - The bid and the contract must be signed in a way that is binding on all members of the group
 - 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
 - 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
 - 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
 - (c) 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

Article 07: SITE VISIT

It is advisable to potential bidders to visit the project site and its environ and rate the availability of resources and get all the information about the site before preparation of their offers. 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 the visit. The Project Owner may organise a visit of the project site during the preparatory meeting for the building of offers.

B-TENDERS FILE

Article 08: CONTENT OF THE TENDER FILE

The Tenders File describes the tasks to be accomplished in the contract, fixes the procedures of consultation of entrepreneurs and precise the conditions of the contract and conditions surrounding any modification of the Tenders File. The principal documents that must be in the Tenders File include:-

- (a) Document N° 1- Tender Notice ("AAO")
- (b) Document N° 2- General Regulations of the Invitation To Tender ("RGAO").
- (c) Document N° 3- Special regulations of the invitation to tender ("RPAO").
- (d) Document N° 4- Special Administrative Conditions (SAC="CCAP").
- (e) Document N° 5- Special technical Conditions (STC="CCTP").
- (f) Document N° 6- Schedule of Unit prices (Price Elaboration Schedule=PES).
- (g) Document N° 7- Bill of quantities and cost estimate (BOCE).
- (h) Document N° 8- Sub detail of unit prices.
- (i) Document N° 9- Model Contract.
- (j) Document N° 10- Model forms to be used by bidders.
- (k) Document N° 11- Justification of prior feasibility studies (written by the Project Owner).
- (l) Document N° 12- List of first rate Banks and Financial Organisations approved by the Ministry in charge of Finance to issue bid bonds(to inserted by the Contracting Authority).
- (m) Document N° 13- Plans, diagrams and/or pictures, as the case may be

Article 09: CLARIFICATIONS ON THE TENDER FILE

Request for clarifications may be addressed by letter, electronic mail (telecopier or email) or fax to the Contracting Authority at the following address:

THE MAYOR BENAKUMA COUNCIL

NB: -A copy of this request must be given to the Project Owner and the Contracting Authority is bound to respond to the request at least fourteen (14) days for National Invitations and at least twenty one (21) days for International Invitations before the day of opening, copying all the companies that purchased the tenders file.

-Any potential bidder whose find himself cheated in the award procedure can petition to the Minister of Public Contracts

-Any other preoccupation can be addressed to the Contracting Authority copying the Regulatory Organ for Public Contracts and the President of the Tenders Board. The Contracting Authority has five (05) days to react with copy of the reaction sent to the Minister incharge of Public Contracts and the Regulatory Organ of Public Contracts.

Article 10: AMENDMENT OF THE TENDERS FILE (ADDENDUM TO THE TENDER FILE)

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 while publishing the amendment which now constitutes the integral part of the tenders file and must be communicated to all the companies that

purchased the tenders file. Hence to give room for bidders to prepare their offers the Contracting Authority may postpone the deadline of submission as long as he deems necessary

C-PREPARATION OF BIDS

Article 11: TENDER FEES

Each bidder shall be responsible for all charges related to the preparation and presentation of offers. The Contracting Authority and the Project Owner shall in no way be responsible for these charges or try to regularise a situation involved in the preparation of offers by a bidder.

Article 12: LANGUAGE OF THE BIDS

Offers and all correspondences exchanged between the Bidder and Contracting Authority shall be written in English and French. However complementary documents may be in any other language provided they are accompanied by précised translation into English or French, in which case at the end of the interpretation the translation is valid.

Article 13: PRESENTATION AND CONTENT OF BIDS

Each bid shall include three envelopes, A, B and C labelled as follows:-

ENVELOPE«..... DOCUMENTS»
NAME AND ADDRESS OF THE BIDDER
OPEN NATIONAL INVITATION TO TENDER
N^o ____/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF _____
FOR THE OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE
BENAKUMA (LOT N^o 01), MENCHUM VALLEY SUB-DIVISION, MENCHUM
DIVISION OF THE NORTH WEST REGION

“To be opened only during the bid opening session of the Tenders Board”

Hence, 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 envelopes:-

a. Envelop A: Administrative file shall include:-

- 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 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 the General Regulations of invitation to tender.

b. Envelop B: Technical bid shall include:-

- (i) ***Information on qualification-*** The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in the Special Regulations of the invitation to tender
- (ii) ***Methodology-*** The Special Conditions of the invitation to tender specify 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
- (iii) ***Proof of acceptance of conditions of the contract-*** The bidder shall submit duly initialled copies of the Special Administrative Conditions (SAC) and Special Technical Conditions (STC) relating to the contract..

- (iv) *Commentaries (optional)*- commentary on the technical choices of the project and possible proposals

c. Envelop C: Financial bid:

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

- (i) The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate.
- (ii) The duly filled Unit Price schedule
- (iii) The duly filled detailed estimates
- (iv) The sub-details of prices and/or breakdown of all-in prices
- (v) 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 the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

Remark: *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.*

The three envelopes (A, B & C) shall be sealed in a large anonymous external envelope addressed to the Contracting Authority as follows:

**THE CONTRACTING AUTHORITY
MAYOR BENAKUMA COUNCIL**

**OPEN NATIONAL INVITATION TO TENDER
N^o ___/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF _____ FOR
THE OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE
BENAKUMA (LOT N^o 01), MENCHUM VALLEY SUB-DIVISION, MENCHUM
DIVISION OF THE NORTH WEST REGION**

“To be opened only during the bids opening session of the Tenders Board”

Note should be taken that:-

- (a) *Envelopes bearing any other inscriptions shall be simply rejected*
- (b) *The Contracting Authority bears no responsibility for any missing document and/or premature opening of offers if the external envelop is submitted not sealed by the bidder.*
- (c) *During calculation of prices:*
 - *The amount shall be calculated on the bases of variable prices. The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his offer for each item.*
 - *The bidder shall express the prices in the Price Elaboration Schedule (PES) and Bill of quantities and cost estimates (BQCE) in francs CFA excluding taxes before adding the taxes to the BQCE only. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.*
 - *The eventual calculation errors shall be corrected by the Committee for Analysis and the amount altered if necessary without any complaints from the bidder.*
 - *A unit price which shall be the price of an element of a good or service, of a type or an item of work, the quantities of which are estimates in the contract shall be calculated in Francs CFA and furnished in figures and in words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA*
 - *As this invitation to tender will consist of a contract whose duration of execution is not more than one (01) year, it shall not be subject to price revision.*
 - *It shall be forbidden to introduce a price revision clause by way of additional clause in the contract awarded on the basis of a firm price.*

Article 14: AMOUNT OF THE BID

Except otherwise stated in the Tender File, the amount of the contract shall cover all the tasks described in 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 . Hence:-

- (a) The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- (b) 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.
- (c) 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.
- (d) All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tenders file.

Article 15: CURRENCY OF BID AND PAYMENT

Offers must be in the prevailing currency of the country where the Contracting Authority is based otherwise must be prove of conversion in an annex.

Article 16: VALIDITY OF BID

Offers shall be valid within the period specified in the Special Tender Regulation and shall be fixed by the Contracting Authority, counting from the date of submission of offers. Offers whose period of validity will be too short shall be considered not being in compliance (rejected) and prolongation of the validity period by a bidder without prior authorisation from the Contracting Authority on request from the bidder shall be rejected.

Remarks:

-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 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.

-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

The amount of the bid bond shall be as specified in these General Tender Regulations and must be of the model presented in the tender file or otherwise any other model must have been authorized by the Contracting Authority before use. 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 these General Regulations. Hence:-

- (a) 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.
- (b) The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

- (c) 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.
- (d) The bid bond may be seized:
 - (i) if the bidder withdraws his bid during the period of validity;
 - (ii) if the retained bidder:
 - fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - fails in his obligation to furnish the required final bond in application of the General Regulations
 - refuses to receive notification of the Administrative Order to commence execution.

Article 18: VARYING PROPOSALS BY BIDDERS

Where the tasks 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.

Except in the case mentioned in the paragraph 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.

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

Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT

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

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 the paragraph below.

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 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 the General Regulations and not through the minutes of the preparatory meeting.

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 BIDS

Each offer shall be presented in eight (8) copies, that is, **one (01) original** clearly indicated “ORIGINAL”. and **seven (07) photocopies** bearing “COPY”. The original must be typed or written with indelible ink and in case of any ambiguities or differences only the original shall be considered authentic. In case of a correction or a page overloaded with information added after, it must be visaed by the signatory (ies) (person or persons mandated to signed for the bidder). The bid shall be 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

Each bidder shall seal each original and the correspondent copies of the bid in separate envelopes (*called internal envelopes*) by marking on these documents “ORIGINAL” and “COPY”, as the case may be. The envelopes shall then be put in another envelope (*called external envelope*) which shall equally be sealed but which shall not give any indication regarding the identity of the bidder. 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 BIDS-OPENING SESSION**” as specified in the Special Regulations.

The internal envelopes on the other hand, should equally carry the name and address of the bidder to enable the Contracting Authority return the sealed bid if it is late in accordance with the General Regulations.

Remark: *If the external envelope is not sealed and marked as indicated in Article 21 here 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

Bids bearing the specified address shall be submitted to the Contracting Authority or to the service for contracts award, in Benakuma Council against a duly signed receipt bearing the date and time specified in the Special Tender Regulations. Each bidder after submission, shall before departure, ensure that the external envelope (*enclosing envelopes A, B and C*) is stamped and dated. After submission no bid (regularly submitted) shall be withdrawn, supplemented or modified. Hence, in the case where the envelope shall not be sealed or without the appropriate inscriptions on it, the administration shall decline all responsibilities for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

Hence all documents submitted by a bidder in any capacity, following this open national invitation to tender, must be established exclusively:

- In English or French language,
- Using the metric system for quantities,
- Expressing all costs (prices) in francs FCFA.

Article 23: OUT OF TIME-LIMIT BIDS

After the specified deadline, any bid shall be declared late and rejected.

Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF 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”. Hence:-

- (a) 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.
- (b) In application of paragraph 1, bids being requested to be withdrawn by bidders shall be returned to them unopened.
- (c) 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.

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 notification must be signed by the person mandated to sign for the bidder. 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 OFFER"** or **"MODIFICATION"**. The notification of the 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. Bids being requested to be withdrawn by bidders shall not be opened before returning to them.

NB: - Offers bearing "WITHDRAWAL" and "REPLACEMENT OFFER" or "MODIFICATION" and which shall not be handed back to the bidders shall be transmitted alongside the other offers on the day of opening.

- No bid shall 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.

E- OPENING AND EVALUATION OF BIDS

Article 25: OPENING OF BIDS AND PETITIONS

Bids shall be opened by the Competent Tenders Board in one phase of two stages (*Stage I and Stage II*) on a date, time and at the venue specified in the Special Tenders Regulations, in the presence of Representatives of the bidders concerned and who wish to attend. Representatives present during the opening shall sign a register or a paper to attest their presence.

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. It is important to note that:-

- ➔ 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. **Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.**
- ➔ Offers (and modifications received in accordance with the provisions of the article 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.
- ➔ Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, 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.
- ➔ At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.

➔ In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts and the Contracting Authority.

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.

Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE

No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the results. Hence, any attempt by a bidder to influence the committee in charge of evaluation of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

Article 27: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY

To ease the examination, evaluation and comparison of offers, the Chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change in the amount or content of the offer is allowed, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the committee in charge of evaluation during the evaluation in accordance with the provisions of the General Regulations.

Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the committee in charge of evaluation for questions related to their offers, between the opening of envelopes and the award of the contract.

Article 28: DETERMINATION OF COMPLIANCE OF BIDS

An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:-

- i) which substantially limits the scope, quality or realisation of the works;
- ii) which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tenders File.

If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.

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 offers

During evaluation, the committee concerned shall:-

- ➔ Carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order. Hence, the committee in charge of evaluation shall:-
- ➔ Determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- ➔ Ensure that the successful bidder, because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Special Regulations. It is essential to avoid any arbitrariness in determining qualification.
- ➔ Verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors.

Article 29: QUALIFICATION OF THE BIDDER

The committee in charge of evaluation 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 the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: CORRECTION OF ERRORS

The committee in charge of evaluation shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. It 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 words and in figures, the amount in words 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.

The amount featuring in the offer shall be corrected by the committee in charge of evaluation, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

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

Article 31: CONVERSION INTO A SINGLE CURRENCY

In case of variation in currencies, the committee in charge of evaluation shall convert the prices of bids expressed in various currencies into those in which the bid is payable. 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

Only offers considered as being in conformity as per the provisions of the General Regulations, shall be evaluated and compared by the committee in charge of evaluation. During the evaluation of offers, the committee in charge of evaluation shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of the General Regulations;
- b) By excluding projected sums and where necessary provisions for the 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 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 the General Regulations (GAC) and the Special Regulations (SAC) 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 the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to 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.

If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee 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 tasks stipulated and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory it may propose to the Contracting Authority to reject the offer.

As well, 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 offers. Hence, the Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

Article 33: 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 when 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 34: AWARD OF CONTRACT

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall decide either to publish the results or request for re-examination. **If the Contracting Authority decides to publish the results, he 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, that is, in function of the provisions of the Special Regulations of the invitation to tender, if 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. In this case, the lowest bid shall be determined by evaluating the offers 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. Hence, 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. This is carried out by careful study on the unit prices, the bill of quantities and cost estimates and the sub detail of prices presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. As concern the procedure for the award, it shall consist of:-

- * The preparation, thorough verification and awarding of the contract according to the rules and procedures defined by the legislation in force for Public contracts to enable effective execution.
- * The winner shall be notified through his official address or public media. He/she shall in two (02) days fulfil the formalities related to the awards, especially to submit at least five (05) copies of the proposed contract to the office of the Contracting Authority for transmission to the tenders Board for study and observations in order for the final version to be established, into which the winner shall enter and be signed by the Contracting Authority after the finance visa.

NB:

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her chance which shall later on be simply annulled without further notice and the next bidder in the ranking shall be called in for replacement.
- Once the Contracting Authority has signed the contract (Jobbing Order), the contractor shall be notified. The contractor shall ensure that he contacts the Project Engineer as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree N^o.2004/275 of 24th September 2004 to institute the Public Contracts Code.

Article 35: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

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.

As well, the Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

Remarks:

- (a) 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.
- (b) After publication of the results, the draft contract subscribed by the successful bidder is signed by Contracting Authority and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- (c) 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 36: NOTIFICATION OF AN AWARD OF 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: SIGNING OF THE CONTRACT

The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts. As well, the Contracting Authority must be notified the successful bidder of the signed contract within five (5) days of its date of signature.

Article 38: FINAL BOND

Within twenty (20) days from the date of notification of signed contract by the Contracting Authority, the contractor shall furnish him with a final bond, to guarantee the complete execution of the works.

REMARK:

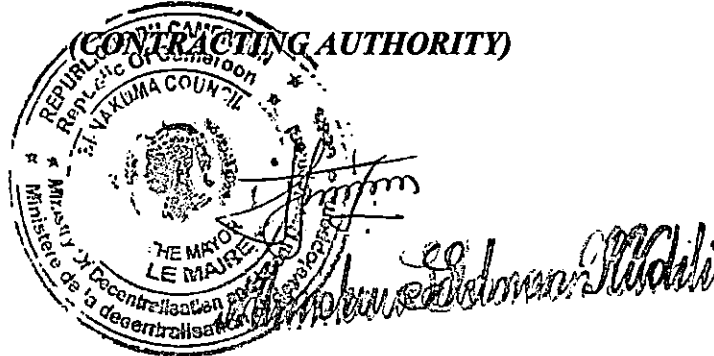
- (a) Bid bond to be released to the Contractor upon a written request addressed to the Contracting Authority can only take place after when the contractor must have proven with attestation for having furnished the Project Owner with a final bond and/or after the start-off advance is refunded.
- (b) The final 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.
- (c) 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.
- (d) 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.

Article 39: ADDITIONAL INFORMATION

This includes the facts that:-

- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the project site shall be carried out by the Project Engineer (Divisional Delegate of water and energy for Menchum) in collaboration with the Project Owner and the Delegation of Public Contracts (*Staff of the Control Brigade and other staff as the case may be*). They shall be required to give reports on the tasks executed. The Project Engineer shall prepare payments that shall be VISAED by the Mayor Benakuma Council and transmitted for payment into an account opened by the contractor to this effect.
- Tasks to be executed are placed under the supervision of the Menchum Project Follow-up Committee.
- Members of the Follow-up Committee may separately visit the site at any stage of the construction works and have access to the entire document pertaining to the follow-up for proper execution of works.

THE MAYOR BENAKUMA COUNCIL



DOCUMENT N° 03

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

The aim of this document is to help the Projected Owners or Delegated Project Owners and/or Contracting Authority to furnish specific information corresponding to the clauses of the General Tender Regulations and which must be established for in the contract(s) arising from this invitation to tender. The following provisions which are specific to the works forming the subject of the invitation to tender should complete or where necessary, specify the provisions of the General Regulations of the invitation to tender. In case of conflict, the provisions in the following articles will prevail over those of the General Regulations.

ARTICLE 01: DEFINITION OF WORKS

The works involved in the execution of the project shall consist of a number of tasks in the opening of 5km road from Benakuma Town to Lake Benakuma, Menchum Valley Sub-Division, in Menchum Division-North West Region with the specifications as in the Special Technical Conditions and in the Bill of quantities and cost estimates. The Contracting Authority concerned in this invitation to tender shall be the Mayor Benakuma Council. The reference of this tenders file is NO _____ / ONIT/MINDDEVEL /NWR/MCH/BC/BCITB/2021 of _____ **2021 OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N° 01), MENCHUM VALLEY SUB-DIVISION, IN MENCHUM DIVISION-NORTH WEST REGION;**

ARTICLE 02: EXECUTION DEADLINE

The execution deadline for this project shall be three months (ninety calendar days), counting in function of the date of notification of the service order to start execution. Hence, bids shall be evaluated on the basis of an execution deadline of the tasks involved between a minimum and maximum ninety calendar days. The evaluation method features in the General Regulations. The execution deadline proposed by the preferred bidder shall become the contractual execution deadline. For this reason, the provisions of this article are such that the Mayor of Benakuma Council expects net advantages of shorter execution deadline.

ARTICLE 03: SOURCE OF FINANCING

The source of funding for the project shall be the 2021 Public Investment Budget of the Republic of Cameroon imputed under the Budgetary supervision of the Ministry of Decentralisation and local Development assigned to the Mayor of Benakuma Council.

ARTICLE 04: ORIGIN OF RESOURCES (MATERIALS, EQUIPMENT AND SUPPLIES)

The origin of resources for this project shall be in Cameroon and other countries fulfilling the criteria having legal trade conventions with Cameroon. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where come the services.

ARTICLE 05: PRESENTATION AND CONTENT OF BIDS

Bids will consist of three envelopes A, B and C called internal envelopes put in another envelop called external envelope. The content of the three internal envelopes are as follows:-

1. ENVELOPE A-Administrative documents

Administrative documents attest that the bidder:-

- (a) Has subscribed to the declarations laid down by the laws and regulations in force.
- (b) Contributes to the development of the national economy.
- (c) Is not in a state of collapse or judicial liquidation
- (d) Is not affected by any exclusion or situation of legislation in force
- (e) Has bid bond established in conformity with the model
- (f) Has given powers to a signatory that engages the whole company.

To this effect, the bid submitted by a bidder shall comprise the following documents that shall be separated from each other by colour separators:

- A1. The declaration of intention to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1000 FCFA. (*see Model Form N° 01 for the format*)

- A2 A municipal Treasury Receipt showing the payment for the tender fee of **thirty thousand (30,000) FCFA**.
- A3 An attestation of a bank account in the name of the company (enterprise).
- A4. The original copy of a bid security in bidder's name (Bank caution/bid bond) of **Six hundred thousand (600,000) FCFA** from a bank accredited by the Ministry of Finance and recognised by COBAC ("Commission Bancaire pour l'Afrique Central") (*see Model Form N° 04 for format*).
- A5. A certified copy of Tax payer's card (*must bear the current tax regime of the bidder*).
- A6. A certified copy of 2021 Business Licence ("*Patente*" 2021) with a turn over up to or above the amount of the contract TTC (*with tax regime same as in Tax payer's card*).
- A7 An Attestation of non indebtedness [*"Attestation de non Redevance"*] testifying that the bidder owes no taxes.
- A8. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (*Affidavit*).
- A9 An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.
- A10. An original Certificate of non exclusion from the public contracts by the Regulatory Organ of Public Contracts (ARMP).
- A11. An original attestation of site visit signed by the Managing Director of the company/enterprise or a Representative duly mandated *see Model form N° 13 for format*
- A12. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise
- A13. The Special Tender Regulations initialled and signed on the last page.
- A14. The Special Administrative clauses initialled and signed on the last page
- A15. Power of attorney where necessary
- A16. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises

2. ENVELOPE B-Technical Documents

Technical offer will contain:-

- (a) Information on the qualification of the bidder.
- (b) Methodology bearing the constituent elements of the technical proposal of the bidder such as:-
 - (i) Methodological note on the analyses of the tasks involved
 - (ii) Organization of the company towards the accomplishment of the tasks.
 - (iii) Planning on which the company depends to accomplish the tasks
- (c) Prove of acceptance of the conditions of the contract by putting visa on the administrative and technical documents such as the Special Administrative conditions ("CCAP") and the Special Technical Conditions ("CCTP")
- (d) Commentary on the technical choice of the project and eventual proposal (*as the case may be*)

To this effect, it shall contain the documents cited below placed in that order:

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (<i>See Model form N° 12 for format</i>)	Attach certified copies of title deeds, vehicle registration certificate(s), receipts, etc. NB- The equipments and tools must be present at the site during each phase of the execution
B2	Personnel list	It shall contain: ☞ Works Supervisor: At least a Senior Civil Engineering Technician with at least 3 years' experience in earth road maintenance. ☞ Foreman: Civil Engineering Technician experience with at least 5 years' in earth	Attach for each person a CV (<i>signed and dated by the individual</i>) as well as a certified copy of highest diploma of each person concerned. Key Personnel shall include the Works Supervisor Works Foreman and other dependent on the bids of the candidate. NB-All key personnel must present

		road maintenance.	commitment of availability duly signed & certified by the National Security Service (see Model Forms N° 8 & N° 9 for formats)
B3	Methodology/ Organisation of works	Bids shall be assessed based on the technical understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise (methodology of execution, work schedule, site installation, supply of materials, works to be sub-contracted, the use of local manpower, HIMO etc)	Date, signature and stamp of bidder at the end of document
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
B5	Site visit report	Site visit report containing coloured picture(s) of the Representative of the company conspicuously seen on site	Dated and co-signed by the Managing Director and Works Supervisor of the company (see Model form N° 14 for format).
B6	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and/or other civil engineering works realised.	Amount of works, copies of (1 st and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. (see Model form N° 11 for format)
B7	Technical specifications	Provided in tender file.	Initialled on every page and signed and stamp on the last page

3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender letter	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. (see Model Form N° 02 for format)
C2	Unit price schedule	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise official stamp.
C3	Bill of Quantities and Cost Estimates	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	Sub detail of unite prices	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page
C5	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.

Note:

- Plans provided with tender file should not be submitted.
- The constituent documents of each envelope shall be numbered according to the order of the tender file.

- In accordance with Article 13 of the General Regulations of the Invitation to Tender, a Bidder may indicate a rebate (discount) on his financial offer provided the phrasing of the rebate does not go against the stipulation of any Public Contracts Regulation.

ARTICLE 06: SUBMISSION OF BIDS (OFFERS)

Each offer written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in eight (8) copies, that is **one (01) original and seven (07) copies** labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach the Benakuma Council Office not later than _____ at **11am** local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER
N^o ____/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF _____ FOR THE
OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA
(LOT NO 01), MENCHUM VALLEY SUB-DIVISION, MENCHUM DIVISION OF
THE NORTH WEST REGION**

(To be opened only during the bids opening session of the Tenders Board)

ARTICLE 07: ADMISSIBILITY OF BIDS:

In order not to be rejected, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the signing of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared inadmissible (null and void), especially offers containing a bid bond not issued by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority will be released no later than thirty (30) days after the period of bid validity for unsuccessful bidders. For the contractor (bidder to whom the contract is awarded), the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided and the corresponding amount refunded by the Bank upon presentation of the original bid bond.

Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of for the submission of tenders, that is, the tenders shall be valid for ninety (90) days with effect from their submission deadline.

NB: The contractor shall during site installation, present the originals of the respective certified documents for strict verification of their authenticity.

ARTICLE 08: OPENING OF BIDS (OFFERS):

Bids shall be opened by the Internal Tenders Board for Benakuma Council in a single phase on the _____ at **12noon** local time in the hall of the Benakuma Council. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

ARTICLE 09: EVALUATION CRITERIA

They include:-

(a) Eliminary criteria

Presentation of bids shall be subject to verification for compliance of administrative, technical and financial documents pertaining thereto shall be eliminatory criteria. The following eliminatory criteria fix the minimum conditions to fulfill to be admitted for evaluation of bids according to the essential criteria. The non respect of these criteria shall lead to the rejection of the bidder's bid.

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file
- Administrative documents more than 3months old;
- Absence of original or properly certified administrative document or documents certified more than one time,
- False declaration or forged documents ;
- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance

NB: Bid bond for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than **75%** (*respect of the essential criteria less than 75%*);
- Absence of a quantified unit price in the financial bid.
- Proof of abandonment of any state project(s).

N.B: All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals.

(b) Essential criteria

They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

(i) Technical documents, the evaluation shall be binary (YES or NO) on the level of fulfilment of the criteria based on the following distribution of points:

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	06
EXPERIENCE OF THE COMPANY	11
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	11
TECHNICAL EQUIPMENT	05
METHODOLOGY FOR THE EXECUTION OF WORKS	07
TOTAL	40

NB:

-Any Bid that shall not obtain 75% evaluation in the technical documents shall simply be rejected.

-Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).

-See Model form N° 15 for evaluation grid

The essential criteria are as in the table below:-

GENERAL PRESENTATION OF THE BIDS	- Table of content - Quality of the binding (<i>spiral binding with transparent fly-leaf on front cover recommended</i>) - Availability of colour separators - Presentation of all documents in same order as in the Tender File - Clarity of the documents with pages numbered - Special Technical conditions visaed and last pages signed
EXPERIENCE OF THE	- List of contracts realised successfully in similar domain within the last 3years - At least ¾ of them in the domain of the present project

CONTRACTOR <i>See Model form N° 11 for format</i>	- Copies (first and last pages) of at least 2 of the contracts (<i>Jobbing Orders</i>) - At least 2 copies of minutes of provisional acceptances present, - At least 1 copies of minutes of final acceptance present <i>That is, Bidder's experience with similar works.</i>
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY NB-All key personnel must present commitments of availability duly signed & certified by the personnel concerned <i>See Model forms N° 8 & Form N° 9 for format</i>	- List of personnel deployed to the project with works Supervisor being at least a Senior Civil Engineering Technician with at least 3 years' experience in earth road maintenance and Foreman being at least a Civil Engineering Technician experience with at least 5 years' in earth road maintenance. - Certified copies of certificate(s) or diplomas of at least the key personnel (Supervisor and Foreman) relevant to the works concerned - Curriculum Vitae (CV) of the above personnel signed and dated by the individuals respectively (<i>see Model form N° 10 for format</i>). - Commitment forms of Supervisor and Foreman (<i>see Model form N° 09 for format</i>). - Company's organizational chart - Project's organizational chart <i>That is, Qualification, skills and professional experience of key personnel relevant to the works.</i>
TECHNICAL EQUIPMENT AND TOOLS NB- These equipments and tools must be present at the site before and during each phase <i>See Model form N° 12 for format</i>	- The list of equipment to be used in the execution of the project containing least a grader, a dump truck and a pickup - List of tools to be used in the execution of the project - Proof of ownership for the equipment and tools, i.e. registration certificates or performance invoices for equipment that are to be hired and purchase receipts for tools. - Description of equipment (giving mark, registration ,etc) - Evidence of normal functioning of equipment - A statement of present location of equipment <i>That is, Compliance with technical specifications of the tender file as well as equipments and tools vital for the execution of the works.</i>
METHODOLOGY FOR THE EXECUTION OF WORKS	- The planning (schedule of the execution of works) - Description of the organization of worksite and methods of execution of works with technical details - The duration for the execution of the works - Security measures on site - Environmental protection - Site visit report (<i>see Model form N° 14 for format</i>). - Appropriate technical specifications <i>That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.</i>

(ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

ARTICLE 10: VALIDITY OF OFFERS:

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

ARTICLE 11: AWARD OF THE CONTRACT:

The contract shall be awarded to the lowest bidder who must have fulfilled the administrative, technical and financial requirements.

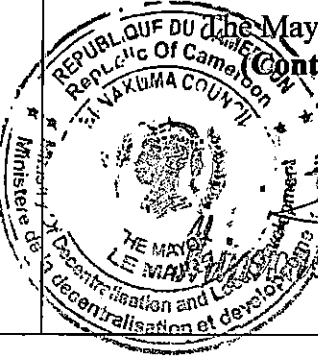
ARTICLE 12: COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the service for the Contracts Award at the Benakuma Council.

ARTICLE 13: AMENDMENT TO THE INVITATION TO TENDER:

The Contracting Authority may at any time, amend this invitation to tender. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

Benakuma, the _____

Copies : - The Chairman, Internal Tenders Board Benakuma council - ARMP Bamenda (for publication and filing) - Divisional Service for the award of Contracts (for filing) - CRTV - Local Radio House(s), to facilitate publicity - Bill Boards - Chrono	REPUBLIC OF CAMEROON BENAKUMA COUNCIL The Mayor Benakuma Council (Contracting Authority)  <i>Solomon Kudi</i>
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DOCUMENT N° 04

THE SPECIAL ADMINISTRATIVE CONDITIONS

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THE SPECIAL ADMINISTRATIVE CONDITIONS

CHAPTER I: GENERAL PROVISIONS

Article 1: PURPOSE OF THE INVITATION TO TENDER

The purpose of this invitation to tender is the Opening of 5km road from Benakuma Town to Lake Benakuma, Menchum Valley Sub-Division, Menchum Valley Sub-Division in Menchum Division-North West Region

Article 2: LAWS AND RULES APPLICABLE

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

Article 3: MODE OF CONTRACT AWARD

The contract shall be awarded following Open National Invitation to Tender N° ____/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF ____ in accordance with Decree N°: 2004/275 of 24th September 2004 instituting the Public Contracts Code.

Article 4: LANGUAGE(S) TO BE APPLICABLE IN THE JOBBING ORDER

English and/or French shall be the languages applicable in the Jobbing Order arising from this invitation to tender.

Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded through the 2018 Public Investment Budget under the supervision of the Ministry of Housing and Urban Development.

Article 6 : CONTENT OF THE INVITATION TO TENDER

It shall be composed of:-

Title I: The Special Administrative Conditions,

Title II: The Special Technical Conditions,

Title III: The Unit Price Schedule and

Title IV: The Detailed Cost Estimates (Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.

with general reference texts being:-

- Law N° 96/12 of 5th August 1996 on the management of environment;
- Decree No.2002/030 of 28th January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Order N° 093/CAB/PM of 5th November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16th April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree No. 2004/275 of 14th September 2004 to lay down the Public Contracts Code;
- Circular N° 004/CAB/PM of 30th December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13th February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31st January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Order N° 22/CAB/PM of 2nd February 2011 to lay down conditions for the recruitment Individual consultants;

- Decree N°2012/074 of 8th March 2012 bearing on the creation, organisation and functioning of Tenders Boards modified and completed by Decree N° 2013/271 of 5th August 2013.
- Decree N°2012/075 of 8th March 2012 bearing the organisation of the Ministry of Public Contracts ;
- Decree N°2012/076 of 8th March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23rd February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;
- Circular letter N°001/CAB/PR of 19th June 2012 relative to the award and the control of the execution of public contracts.
- Decree N° 2013/27 of 5th August, 2013 modifying and completing certain dispositions of Decree N° 2012/074 of 8th March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Letter N° 0005193/L/PR/MINMAP/CAB of 24th October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N° 038 CAB/PM of 15th May 2014 putting in force model tender files for the award of public contracts.
- Circular letter N° 00004077/LC/MINMAP/CAB of 23rd July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.
- Circular N° 00000242/C/MINFI of 30th December 2020 bearing instructions relating to the execution of Finance Laws, the Monitoring and Control of the execution of the Budget of the State, Administrative Public Establishments, Regional & Local Authorities & other Subsidized Bodies for the 2021 Financial Year.
- Norms in force in the Republic of Cameroon;
- Other texts specific to contracting fields.

Article 7: DEFINITIONS OF DUTIES

For the implementation of the provisions of this invitation to tender:

1. **The Contracting Authority** is the Mayor Benakuma Council who shall be the Signatory Authority of the contract arising from this invitation to tender. He shall be responsible for the conservation of the originals of the Jobbing Order and the transmission of copies to ARMP through the focal point designated to that effect.
2. **The Project Owner**, that is, the Mayor of Benakuma Council who shall take part in the award and follow-up of the execution of the project in collaboration with the Project Engineer and the Control Service at the Divisional Delegation of Public Contracts for Menchum.
3. **The Authorizing Officer**, that is, the Mayor of Benakuma Council who shall address to the Divisional Delegate of Public Contracts for Menchum, periodic reports on the partial payments made, if any. These reports shall present the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.
4. **The Chief of Service for the contract**, that is, the Council Development Officer, Benakuam Council who shall in collaboration with the Project Engineer approve the execution program submitted by the Contractor and ensure the technical specifications are respected during the execution and submit in maximum every two weeks, reports to the Contracting Authority through the Project Engineer.
5. **The Project Engineer** is the Divisional Delegate of Public Works for Menchum who shall be in charge of approbation of execution documents, supervising and controlling the technical execution of the works. He shall as well ensure he plays his roles spelled out in Article 26 of these Administrative Conditions and prepare documents for payments.
6. **The Control Brigade** shall be that of the Divisional Delegation of Public Contracts for Menchum. It shall carry out routine control of the execution of the specifications of the contract(s) as per its attributions and channel technical advices to the contractor through the Project Engineer and Project Owner. It shall within a maximum of seventy two (72) hours forward to the Contracting Authority a report of each control mission carried out.

Article 8: REPRESENTATIVE OF THE CONTRACTOR

8.1- Within fifteen (15) days that follow the date of notification of the service order to begin work, the contractor shall confirm the site foreman who shall have the right of representation and sufficient authority to direct the site. Signed by the contractor, this confirmation shall be addressed by letter to the Project Engineer copying the Contracting Authority. Within 8 days, the confirmation shall be considered approved if the Contracting Authority does not give objection to it.

8.2- For the execution of the present invitation to tender, the contractor "elects Residence in the Sub Divisional Headquarters of Menchum Valley Sub-Division". In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) the Divisional Office of Menchum Valley Sub-Division of execution of the project.

That is, within ten (10) calendar days following notification of the service order, the contractor shall be bound to ensure the foreman who shall have sufficient powers for representation and decision to lead the works is permanent on site. Information on the presence of the foreman on site shall be addressed by letter to the Project Engineer.

Article 9: CONTENT OF TASKS TO BE EXECUTED

The tasks which form the subject of this invitation to tender are spelt out in the Special Technical Conditions.

Article 10: SERVICE ORDER/NOTIFICATION AND CORRESPONDENCES

Service Order

Exception of Service Orders patterning to warnings and remedial actions during the guarantee period, other services shall be signed by the Contracting Authority in at least five (05) copies and notified to start works by the Project Owner relating to the normal execution period of works. The Project Owner shall transmit copies of the notified Service Order to the Contractor, Contracting Authority, Project Engineer and the Public Contracts Regulatory Organ.

REMARK: *The Contracting Authority shall have the right to notify service orders signed by him that are to be notified by the project owner in case this is not done within 30days.*

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the Project engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the Project engineer.

Hence, Service Orders on warning notices will be signed by the Project Owner and transmitted to the contractor with copies to the Contracting Authority and the Project Engineer while those on remedial actions during the guarantee period shall be signed by the Project Engineer with copies addressed to the Contracting Authority and Project Owner. Any of such Service Order shall only take effect when the Contractor acknowledges having received.

Correspondences

All communication between the any parties (Contracting Authority, Project Owner, Contractor, Contract Engineer, Project Manager, etc) relating to the execution of the contract shall be exclusively by writing. They shall be sent by mail, telegrams, telex, fax, e-mails submitted against acknowledgement of receipt at the appropriate addresses indicated by the parties to this effect. It shall hence be prohibited any communication between the contracting authority and the contractor relating to the execution of the work which is not confirmed in writing

The contractor will address all written notifications or correspondences to the Project Engineer with copies addressed to the Contracting Authority and Project Owner/Authorizing Officer.

NB:- The contractor has ten (10) days within which to give observations on all Service Orders received.

The fact of giving out some reservations does not free the company from executing the Service Orders received.

Article 11: KNOWLEDGE OF THE SITE, GENERAL CONDITIONS OF TASKS AND RESIDENCE OF THE CONTRACTOR

The contractor (entrepreneur) in order to make concrete performance proposals shall be expected to have at his expense visited and acquainted himself with the project site, the effective tasks to be accomplished and the surroundings so as to have adequate knowledge of all its features, the nature of tasks to be executed, the type of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:-

- The general conditions of execution of tasks and in particular the specific needs.
- The proper physical conditions of the project site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc).
- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table).
- The local conditions, particularly those of supplying and storage of the materials.
- The means of communication, transportation, and the supply of water and electricity.
- The possibility of sufficiently providing the qualified manpower.
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him.
- The possible presence of nearby enterprises also executing distinct contracts.
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

The contractor shall within fifteen (15) days from the date of notification of the service order to start execution be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his company shall be validly done in the office of the Mayor of Benakuma Council in Menchum Valley Central Sub-Division where the project is being executed.

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

Field inspection of the installations of preliminary works like the information to be posted on site, fencing of the site, etc and installation of the contractor with his/her personnel shall within fifteen (15) days from the date of notification of the service order to start execution be carried out by Commission comprising of:

- The Project Owner----- Chairperson
- The Project (Contract) Engineer----- Secretary
- The Contracting Authority (CA) or his Representative----- Member
- DD MINMAP or his Representative----- Observer
- The Contractor ----- Member
- A Representative of MINEPAT----- Observer, where need be
- The village Chief or Representative Observer, if need be

Remark: *-An installation report shall be prepared by the Project Engineer on the site and signed by all commission members on site as well.*

-If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000th the cost of the contract (ATI).

-In no circumstance shall the cost of installation be more than 10% the cost of the initial contract.

-In no circumstance shall the installation material paid for site installation be taken away by the Contractor at the end of execution. The installation material shall become the property of the Beneficiary Administration because the material has been paid for in the cost estimate contain the contract.

CHAPTER II: EXECUTION OF THE TASKS

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

The tasks that form the subject of the present invitation to tender, consist of all works foreseen in the bill of quantities estimated for the Opening of 5km road from Benakuma Town to Lake Benakuma in Menchum Valley Sub-Division, in Menchum Division-North West Region

Time-limits for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realization of tasks;

Under no circumstances shall the duration for execution exceed **one hundred and twenty (120) calendar** days except in the situation of Force Majeure. Since a contract whose execution duration is maximum one (01) year can not undergo price revision, price revision shall not be tolerated during the execution of this project.

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

Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the contractor submit two (02) original copies of the registered contract and three (03) photocopies of the registered contract within a maximum duration of thirty seven (37) days as from the date of notification of the contract otherwise he/she (the contractor) will be sanctioned. The copies will be distributed as follow:-

- One original copy to the office of the Contracting Authority
- One original copy to the office of the Regulatory Organ (*copy to be given to the CA*)
- One original to the Divisional Delegation, MINMAP Menchum (*copy to be given to the CA*)
- One photocopy to the Divisional Delegation, MINTP Menchum (*copy to be given to the CA*)
- One photocopy to the office of the Control Brigade, D.D. MINMAP Menchum (*copy to be given to the CA*)
- One photocopy to the Divisional Delegation, MINEPAT Menchum (*copy to be given to the CA*) and
- One photocopy to the office of the Chief of Contracts Award (CDO) (*copy to be given to the CA*)

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

The contractor shall provide to the Contracting Authority two (02) original copies of the registered contract and three (03) photocopies of the registered contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Project Engineer and Project Owner. The contractor has as mission to assure the execution of tasks under the control of a Project Engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of tasks. Tasks will be executed in accordance with the plans and technical specifications, that is, according to the rules of the

art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

Hence:

- *He shall within the thirty(30) days from date of notification of the service order to start work, submit to the Chief of Service of the Contract for approval an execution program otherwise he shall pay penalties amounting up to 1/5000th of the contract amount (ATI) for every calendar day of lateness. These penalties shall equally be applied in case of delays after the deadline attributed for corrections to be made on the execution program. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program; In no circumstance shall the execution program be rejected more than two (02) times.
- *He shall fulfil his fiscal duties to the staff deployed for the execution of the tasks and shall put in place an installation and ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site;
- * He shall be held responsible therefore for any damage that may occur on the material and people on the site because of his works until the end of the period of guarantee;
- *The contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, agents of the Project engineer, his material for the realization of the contract arising from this present invitation to tender, during the execution of the tasks;
- *He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project;

NB:

- The contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.
- Regular site meetings shall be held at the initiative of the Project engineer. The participation of the site Foreman at site meetings shall be obligatory. To this effect, the contractor shall keep a site register that shall be available to the project engineer and contractor's representatives.
- The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Article 15: INSURANCE AND PROTECTION OF THE SITES

Civil liability

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

- by his personnel,
- by the equipment used;
- Surrounding properties.

Comprehensive risks insurance

In addition, all the works under the project shall be covered by a comprehensive risks insurance issued to the contractor by a company approved by the competent authority.

Within fifteen (15) days as from the date of notification of the contract before the start of execution of works, the contractor shall present to the Chief of Service for the Contract for approval and reporting to the Contracting Authority an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this invitation to tender otherwise all execution activities will be suspended without suspending the execution deadline. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated.

Protection of the site

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

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

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

The contractor may assign execution of part of the contract to one or several sub-contractors provided he mentioned it clearly in his bids in terms of qualifications, references of the Sub Contractor envisaged and percentage of the initial contract amount and its additional clauses to be sub contracted. All subcontracting to a third party for the execution of a part of the works foreseen in the contract arising from this invitation to tender shall be subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the initial contract amount and its additional clauses. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor

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

Remark: Penalties of 1/5000th the initial contract amount shall be applied on any stakeholder who delays from seven (07) days and above the process required to validate the subcontracting.

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS

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

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

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

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

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

Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT

The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this invitation to tender shall be subject to the prior written approval of the Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or in case of equipment, with of equal performance and in good working condition.

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

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

Article 19: REPLACEMENT OF KEY PERSONNEL

The Chief of Service of the Contract shall in collaboration with the Project Engineer verify and be sure that the key personnel (supervisory staff) on the execution site are those mentioned in the bids of the contractor and in case of replacement, the qualities of the personnel proposed shall at least be equal to that of the staff replaced in terms of qualification, experience and competence otherwise such replacement shall attract penalties of 1/5000th the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The unit price of the new personnel shall be more by 25% that of the initial price. However, in case of any accident or illness, the contractor shall immediately replace the personnel in question without delay and inform the Project Engineer, Project Owner and Contracting Authority through the Chief of Service of the contract. The charges emanating from such replacement shall be born by the contractor and shall not interrupt execution. Hence, the above penalties shall not apply for situations of force majeure such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.

Article 20: MODIFICATION TO STRUCTURES

During execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works without financial incidence necessary for the proper execution and successful outcome of works. However, this shall be the subject of additional clauses and shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special Administrative Conditions.

Article 21: MATERIALS

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

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

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

Article 22: DEMOLITION OF FAULTY STRUCTURES AND UNAPPROVED MATERIALS

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

- 1) Removal from the site within forty-eight (48) hours of all materials considered non-compliant with the specifications of the contract and their replacement by the right materials approved following laboratory tests.

- 2) Proper demolition and reconstruction of any structure or part of structure considered non-compliance with the requirements of the contract, with regard to the mode of execution as well as the materials used.

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

Article 23: RIGHTS AND PATENTS

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

Article 24: WORK PHASES

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

Article 25: ACCESS TO THE SITE

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

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

Article 26: DUTIES OF THE PROJECT ENGINEER

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

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

The Project Engineer shall have the following duties:

- Ensure in collaboration with the Chief of Service of the contract, the approbation of execution documents within seven (07) days otherwise Administrative Sanctions as per the regulations in force shall be applied on him;
- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

Article 27: PROJECT SITE MEETINGS

Project site meetings shall hold on regular basis at the initiative of the Project Engineer. Since it shall be a works contract, project site meeting shall take place every week during which the report of each meeting shall be signed on the site by the participants who shall each have right to a copy. A copy of the report shall be forwarded to the Project Owner for appraisal and intervention on points not resolved, susceptible to perturbate the smooth running of the operations. The contractor shall be bound to attend these meetings. Refusal to transmit the report shall attract penalties of 1/5000th per report, the cost of the contract of the Project Engineer as the case may be.

Article 28: SITE RECORD

A project record shall be kept by the contractor and put at the disposal of the Project Engineer or contractor's representative.

On a daily basis, entering in this record it shall include the following details:

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

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

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

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

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

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

Article 30: SECURITY MEASURES

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

Article 31: ENVIRONMENTAL PROTECTION

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environmental Management.

He shall particularly comply with the Special Technical Conditions relating to environmental protection.

Article 32: CLEANING OF THE SITE

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance, that is, before signing the payment documents (“décompte”) or latest before approval of the general and final statement of works.

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE

The Contractor shall request in writing to the Project Engineer, the organization of a technical visit (*pre-technical acceptance*) before technical acceptance. The visit shall include, among others, the following operations:

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

During this pre-technical acceptance, the Project Engineer may identify reserves and recommend tasks to be accomplished before the date of technical acceptance. The Contractor shall request for technical acceptance by writing to the Project Engineer with copy to the Contracting Authority. The agreed date shall be communicated to the other technical committee members. The commission for technical acceptance shall be composed of:-

- A Representative of the Project Owner ----- Chairperson
- The Project Engineer Secretary
- A Representative of the Contracting Authority.....Member
- DD MINMAP or his Representative.....Observer
- The Contractor Member

Remark: *The technical acceptance report shall be prepared by the Project Engineer on the site and signed by all commission members on site as well. Technical acceptance shall mark the end of execution of works. Hence, if the Contractor was already within the penalty zone, counts of calendar days overrun shall stop on the day of technical acceptance. In case of delay of technical acceptance caused by one or more members of the commission, the date that was agreed upon and communicated to all members shall mark the end of counts of calendar days overrun.*

Article 34: PROVISIONAL ACCEPTANCE

After technical acceptance, the Contractor shall request for acceptance by writing to the Project Owner with copies to Project Engineer and Contracting Authority. It shall be recommended to the Project Owner by the Project Engineer and the date for it shall be agreed upon based on confirmation from the Contractor. The Project Owner shall then invite members of acceptance committee made up of:

- The Project Owner or Representative----- Chairperson
- The Project Engineer..... Secretary
- The Contracting Authority or his Representative Member
- DD MINMAP or his Representative.....Observer

- The Chief of Service for the Contract..... Member
- The Contractor..... Member
- The Village Chief or RepresentativeObserver, *if need be*

During acceptance, the committee shall examine the reports of the pre-technical and technical acceptances and carry on the acceptance if appropriate. The Secretary of the committee shall draw up a report which may declare either of the following:

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

Remark: *A reception report shall be prepared by the Project Engineer on the site and signed by all commission members on site as well.*

Article 35: PERIOD OF GUARANTEE

This period shall last for twelve (12) months as from the date of provisional acceptance. The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed.

Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE

During the period of guarantee, the Contractor shall carry out periodic visits (*maximum every three months*) and carry out at his expense repairs in due time of any disorder that may occur as a result of defects in the structure. Hence, before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Project Engineer. The contractor shall within twenty (20) days from date of information carry out the repairs identified by the Project Engineer and/or Project Owner. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

Article 37: FINAL ACCEPTANCE

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

The Committee shall be made up the same personalities as in case for provisional acceptance

During final acceptance, the Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works because of reserves identified;
- Acceptance of works without reserve.
- In case of refusal, a time limit shall be given by the committee, during which the contractor shall accomplish the reserves and request the Project Engineer to off-lift of the reserves for a new acceptance to be carried out.

Remark: *An acceptance report shall be prepared by the Project engineer on the site and signed by all the members on site as well.*

Article 38:LAWS GOVERNING LABOUR

The contractor shall abide by the laws governing labour in the Republic of Cameroon and as well in its own organization in the implementation of the contract. As far as possible, he shall give pride of place to Cameroonians during recruitments. If in Cameroon, these laws, regulations, administrative and fiscal obligations in force are changed after the signature of the contract, the eventual costs will be borne by the contracting parties.

CHAPTER III- FINANCIAL CONDITIONS

Article 39: AMOUNT OF THE CONTRACT

The amount of the contract (.....*Francs CFA, ATI*) shall be stated in the detailed cost estimates, on the flyleaf and on the signature page. The detail cost estimate shall include total without taxes, Value Added Tax (VAT), Income tax (AIR), total taxes, total with taxes inclusive (ATI) and net payable.

Article 40: PRICE CONSISTENCY

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

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

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

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

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of the contract arising from this invitation to tender;
- Prospecting for sources of materials, extraction, storing , drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

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

Article 41: SUB -DETAILED PRICES

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

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

In case of increase of the volume of works or structures not provided for in the contract, no extra bill shall be accepted on additional works executed by the contractor unless a Service Order issued.

Unit prices of the Price Schedule shall be applied if the additional works are accepted. The validation of these prices shall give rise to an additional clause. Shall be considered as new, any price not provided for in the unit price schedule or the detailed estimates of the contract.

Article 43: PAYMENT

Within the meaning of the security regime laid down by decree No. 2004/275 of 24 September 2004, the following definitions of duties shall apply:

- (a) The Contracting Authority shall make sure all taxes appear on the contract and are deducted in the payment documents ("decompte");
- (b) The Mayor Benakuma Council shall visa the payment documents before any payment can be effected;
- (c) The Municipal Treasurer, Benakuma Council shall be in charge of payments;
- (d) Security shall be subject to the rules governing public contracts and
- (e) Payments shall be done by bank transfer.
- (f) The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments
- (g) Each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the Project Owner or the Project Engineer.

In respect of the above:-

*** Mode of payment of works executed**

In view of the application of the law on collateral prescribed in the Decree N° 2004/275 of 24 September 2004, the contractor shall be paid through accounts drawn up by applying the prices on the unit price schedule for tasks actually accomplished. In order to realize this:-

- The Project Engineer and the Contractor shall periodically draw a joint statement summarizing and setting the quantities achieved and record for each heading. Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account (bill) may give right to payment;
- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts;
- After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed. The draft final account which shall be the summary of the periodic statements of account shall be submitted by the contractor for verification and approval by the Project Engineer and once approved by the Project Engineer the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts;
- At the end of the period of guarantee, the Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. The guide on how this account shall be established shall be provided by the Contracting Authority

who shall depend on how the Contractor respected his commitments during the guarantee period;

- The signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests;
- Default interests shall be paid by statement of the amounts owed;
- The currency of the tender and payment shall be the CFA Franc.
- The bill of taxes will be paid into the state coffers. Only amount without taxes will be paid to the contractor in such a way that 98.9% shall be paid in the account of the contractor and 1.1% shall be paid in the public treasury.
- Upon presentation of an account drawn up by the contractor in seven (07) copies including the stamped original copy, the Project Engineer shall after verification finalize and transmit to the Authorizing Officer (the Mayor, Benakuma Council) who in turn shall verify and sign as a means to order for payment and give a copy to the Divisional Delegate of Public Contracts for Menchum. The Mayor shall transmit to the Municipal Treasurer, Benakuma Council who shall commit the State of Cameroon for payment to be carried out as defined in the contract in respect to the information on the credit card;

Each request for payment shall include the following documents:

- Seven copies of the final account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work (“attachement”) signed by the Project Engineer and bearing the visa of the authorising officer ;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
 - An attestation of non-indebtedness;
 - A location plan
 - An attestation of localisation;
 - A Taxpayer’s card;
 - A Business licence;
 - A clearance attesting to the payment of taxes;
 - An attestation of solvency (non-bankruptcy), also called certificates of incorporation;
 - A Clearance Certificates issued by the National Social Insurance Fund (“CNPS”).
 - An attestation of Bank account;

REMARK: Payment on account may be spread over the duration of the execution of the jobbing order according to technical execution phases as defined in the jobbing order. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5th of the every month following the works executed transmit seven (7) copies of the partial invoices to the Project Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINDDEVEL and MINFI.

*** Venue of payment of works executed**

It shall be carried out by the Municipal Treasurer, Benakuma Council.

Article 44: START-OFF ADVANCE

The Contractor may through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a so-called "start-off" advance or advance "for purchase of building materials". The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial contract price (*i.e. all taxes inclusive*) but the advance must be guarantied at 100% by a Bank recognized by Cameroon Ministry in charge of Finance or a First Rate financial institution. This advance may be released after the notification of the Service order to start the work. It's reimbursed by deduction done at 50% on each payment on the account ("décompte") made to the contract holder during execution as from when works must have been executed more than 40% of the contract and must be totally reimbursed not later than when the execution of the contract must have reached 80%, i.e. when the value of the basic price of the goods & services rendered shall have reached 80% of the contract price. Following of the rate of reimbursement of the advance, the Contracting authority shall authorize the payment of the corresponding part of the contract upon written request. Whatever be the case, the reimbursement must be completed one (01) month before the date of expiration of the contractual period. As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

Article 45: GUARANTEES

Any Structure having issued a guarantee to a Contractor must undertake to pay on the order of the Contracting Authority, the amount corresponding to the guarantee in case of default on the side of the Contractor.

a) Final bond

The final bond (*final surety*) of the contract referred to as security in guarantee for complete execution shall be provided within twenty (20) days as from the date of notification of the contract and in any case before the first payment and/or before the expiry of the bid bond. It shall be addressed to the Contracting Authority who shall then act as the Beneficiary, reason why he shall be one to keep it. The amount of the final bond shall be 2% of the value of the initial contract, all taxes inclusive (ATI). The bid bond shall only be returned to the contractor by the Contracting Authority once the final bond has been provided. The Bank that issued shall refund corresponding amount upon presentation of the original bid bond by the Contractor.

Remarks:

- *The final bond may be replaced by a bond (bank guarantee) issued by a first-rank banking institution approved by the Ministry in charge of Finance.*
- *As concern Small and Medium Enterprises constituted of National Capital and managed by Nationals, the final bond may be replaced by a Statutory Lien bond (bank guarantee) issued by a first-rank banking institution approved by the Ministry in charge of Finance.*
- *The final bond shall be released upon written request of the contractor after completion of works proven by technical acceptance minutes duly signed by all the members of its committee.*
- *The final bond shall be addressed to the Contracting Authority who shall then act as the Beneficiary.*
- *In case where the Contractor does not provide the final bond within the twenty (20) days, he shall pay penalties amounting up to 1/5000th of the contract amount (ATI)*

b) Retention Bond

The retention bond (*Performance bond*) of the contract referred to as security in guarantee for proper execution shall be the sum deducted (blocked up) from the amount on account during each payment made to the Contractor. After provisional acceptance, the guarantee period of this project shall be **one year** during which the Contractor shall be expected to carry out period visits every three months to carry out corrections of imperfections or defects. The amount of the retention bond shall be 10% of the value of the initial contract (all taxes inclusive), increased if need may be, by the value of the additional clauses.

Remarks:

- *The retention bond may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.*
- *The retention bond shall only be refunded to the Contractor upon a Release Order issued by the Contracting Authority after fulfilment of the contractual obligations by the Contractor proven by final acceptance minutes duly signed by all the members of its committee. The Release Order must be issued within thirty (30) days from expiration of the guarantee deadline or where the contract has no such deadline, following the final acceptance of works otherwise if there is no notification from the Contracting Authority to the Contractor for having not honoured his obligations, the Competent Structure shall undertake to refund the guarantee or release the bond upon a simple request from the Contractor. In the case of notification, the end of the commitment of the bond shall only be put into effect by a Release Order issued by the Contracting Authority. After the expiry of the deadline, the bond shall cease from having any effect even in the absence of the release.*
- *If for any reason, the Contractor refuses to carry out corrections of imperfections or defects during the period of guarantee, the Contracting Authority, Project Owner and the Project Engineer shall have the right to carry out the corrections using any other contractor who shall be paid using the amount retained for the retention bond at the expense of the main by virtue of the contract.*

Article 46: PRICE REVISION

In respect to the maximum works execution deadline of three months defined in the tender, the prices shall be concluded firm and so shall be final and unchangeable. As well the contract arising from this tender shall not be subject to price revision.

Note should be taken that the contract amount that shall arise from this tender shall be lump sum. Hence, possible differences noticed for each type of structure or each element of the structure between the quantities in the cost estimates and the quantities effectively executed shall not lead to the modification of the said contract amount. This applies to errors that the cost estimates may include. The contract shall be paid on the basis of approved plans by the contracting parties.

Article 47: STAMP DUTY AND REGISTRATION

Seven (7) original copies of each constituent document of the contract arising from this invitation to tender shall be stamped and registered by at the expense of the contractor, in accordance with the laws in force; within thirty (30) days as from the date of notification of the contract by the Contracting Authority.

Article 48: TAX AND CUSTOMS REGIME

In respect to Decree N° 2003/651/PM of 16 April 2003 that defined modalities for the implementation of the tax and customs systems to Public Contracts taxes that shall be concerned with the contract arising from this invitation to tender shall be subject to the laws in force in the Republic of Cameroon.

Article 49: PENALTIES

- (a) **Penalties for lateness:** In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:
 - 1/2000th of the amount of the contract per calendar day overrun, from the 1st to the 30th day;
 - 1/1000th of the amount of the contract per calendar day, beyond the 30th day;
 - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.

(b) **Specific penalties:** Apart from penalties of overrun of the contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the contract notably:-

- *The late provision of the final bond:* In case where the Contractor does not provide the final bond within the twenty (20) days from date of notification of the contract, he shall pay penalties amounting up to 1/5000th of the contract amount (ATI) for every calendar day of lateness;
- *The late provision of the insurance policy:* If after fifteen (15) days from the notification of the contract the contractor has not provided an insurance policy covering all risk on site, all execution activities shall be suspended without suspending the execution deadline. Hence penalties arising from failure to complete the work within the contractual time-limits shall be paid. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated;
- *The late provision of the execution program:* In case where the Contractor does not provide the execution program within the thirty(30) days from date of notification of the service order to start work, he shall pay penalties amounting up to 1/5000th of the contract amount (ATI) for every calendar day of lateness. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program;
- *The late request for site installation:* If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000th the cost of the contract (ATI) for every calendar day of lateness.
- *The replacement of Key Personnel:* If in replacement of key personnel, the qualities of the personnel proposed are less than that of the personnel replaced in terms of qualification, experience and competence, such replacement shall attract penalties of 1/5000th the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The above penalties shall not apply for situations of force majeure such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.
- *Absence of Project Site Log Book:* It shall attract penalties of 1/5000th the cost of the contract (ATI) of the main Contractor and that of the Chief of Service of the Contract as the case be of complicity.

Remark: *The total of penalties shall not be more than 10% the amount of the contract in concerned otherwise the contract will be terminated.*

CHAPTER IV: FINAL PROVISIONS

Article 50: RISKS, RESERVES AND FORCE MAJEURE

The Contractor may during execution be subjected to risk(s) which can give rise to reserves that need to be recognized by the Project Engineer.

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly. In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Project Engineer with copies forwarded to Project Owner and Contracting Authority of his intention of how the effect(s) on execution arising from the Force Majeure should be treated. This shall be done before the end of the 20th day following the event. The Project Engineer shall visit the site of the Force Majeure, carry out his own evaluation of its gravity basing as well on the evidence given by the contractor and decide on the nature of force majeure and if he considers that the Contractor's preoccupation(s) should be taken into account:-

- (a) He the Project Engineer shall forward to the Project Owner a succinct report bearing his appraisal and suggestion(s);

- (b) The Project Owner shall cross examine the report of the Project Engineer through discrete investigations and decide on the way forward. In case where the Contractor solicited for suspension of execution or prolongation of the execution duration and that the Project Owner validates the suggestion(s) of the Project Engineer, he shall forward his suggestion(s) in a report to the Contracting Authority.
- (c) The Contracting Authority shall equally carry out an appraisal of the report through discrete investigations and take a final decision on the final way forward.

Article 51: SETTLEMENT OF DISPUTES

Any dispute arising between the parties shall first of all be subject to an attempt through direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this invitation to tender shall be carried before the Cameroonian court of competent jurisdiction.

Article 52: TERMINATION OF CONTRACT

The contract may be terminated as per article 100 of decree No.2004/275 of 24/09/2004 to lay down the Public Contracts Code and the following special conditions:

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

Article 53: SPECIAL COMMERCIAL CHARGES

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

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

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

Article 54: INTERNATIONAL TRANSPORTS

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

Article 55: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

The contract arising from this invitation to tender shall become valid only after it must have been read and approved by the Contractor, visaed by the Municipal Treasurer, Benakuma Council and signed by the Contracting Authority. Its execution shall enter into force upon notification of the Contractor by the Contracting Authority.

Article 56: INFORMATION TO BE POSTED

The Contractor shall put up a visible sign board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

REPUBLIC OF CAMEROON Peace - Work – Fatherland OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N° 01) MENCHUM VALLEY SUB-DIVISION, IN MENCHUM DIVISION- NORTH WEST REGION CONTRACTING AUTHORITY: THE MAYOR, BENAKUMA COUNCIL PROJECT OWNER: THE MAYOR, BENAKUMA COUNCIL AUTHORISING OFFICER: THE MAYOR, BENAKUMA COUNCIL CHIEF OF SERVICE OF THE CONTRACT: THE COUNCIL DEVELOPMENT OFFICER (CDO), BENAKUMA COUNCIL PROJECT ENGINEER: THE DIVISIONAL DELEGATE OF PUBLIC WORKS FOR MENCHUM CONTRACTOR:..... FINANCING: 2021 PUBLIC INVESTMENT BUDGET (MINDDEVEL) DURATION OF CONTRACT: THREE MONTHS (90 CALENDAR DAYS)

DOCUMENT N° 05

THE SPECIAL TECHNICAL CONDITIONS

TECHNICAL SPECIFICATIONS FOR EXECUTION

This technical description of estimates is intended to define the content of the Opening of 5km road from Benakuma Town to Lake Benakuma, Menchum Valley Sub-Division, in Menchum Division-North West Region

It specifies the quality of equipment, tools, materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Tender file. Hence, this descriptive has as objective the definition of the consistence of works to be executed in accordance with the specifications and technical norms for the road maintenance.

Description of tasks

The main tasks to be carried out shall be the following:

- Preliminary works
- Cleaning of site
- Felling of trees
- Excavation
- Supply of materials and construction of structures
- Grading and widening of road
- Opening of new stretch
- Backfilling with laterite
- Compacting

Reference documents

In the study and execution of the Jobbing Order, the successful bidder shall comply with the following:

- Statutory and regulatory instruments (laws, ordinances, decrees, orders)
- Unified technical documents (requirements, special conditions, designing rules)
- French norms approved by ARNOR
- Security rules and norms relating to public protection
- Agreements, technical opinion and recommendations of the CSTB applicable to works relating to this invitation to tender in force on the date of signature of this Jobbing Order.

To carry out the general control of works, the Project Engineer and the other administrations involved in the follow-up of the project may make regular or unexpected visits to the site.

The description of estimates is intended to spell out the technical requirements for a proper execution of the construction works.

The Contractor shall hence strictly comply with the description of estimates in keeping with rules and norms prescribed in the DTU, the ARNOR norm.

The specifications of the stretches to be maintained include:-

DOCUMENT N° 06

THE SCHEDULE OF UNIT PRICES (*PRICE ENCLOSURE SLIP*)

CONTENT

CHAPTER I GENERAL PROVISIONS

Article 01- General

Article 02- Definition and consistency of prices

THE SCHEDULE OF UNIT PRICES

Article 01: GENERAL

In general, the contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works. Therefore, he shall not present any complaint, except in the conditions provided for by the contract arising from this invitation to tender. Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

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

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

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

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

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

Article 02: Definition and consistency of unit prices**UNIT PRICE SHEDULE FOR THE OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N° 01), MENCHUM VALLEY SUB-DIVISION IN MENCHUM DIVISION, NORTH WEST REGION**

S/N	DESCRIPTION	UNIT	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS
100	SERIE 100 : INSTALLATIONS			
101	Installation de chantier	ft		
102	Amenee et repli du materiel	ft		
	SUB TOTAL :100			
200	SERIE 200: NETOYYAGE ET TERRASSEMENTS			
201	Mise en forme de la plate forme	M2		
	SUB TOTAL 200			
300	SERIE 300: ASSAINISSEMENT-DRAINAGE			
301	FOURNITURE et pose des buses en beton diam 800mm	ml		
302	Puisard en beton arme pour buse diam 800mm	u		
303	Tete de buse en beton arme diam 800mm	u		
304	Fosses maconnes triangulaires	ml		
	SUB TOTAL 300			

DOCUMENT N°07

THE BILL OF QUANTITIES AND COST ESTIMATE

BILL OF QUANTITIES AND ESTIMATES FOR THE OPENING OF BENAKUMA ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N° 01), MENCHUM VALLEY SUB-DIVISION IN MENCHUM DIVISION, NORTH WEST REGION					
No	DESCRIPTION	Unit	Quantity	Unit Cost	Total cost
100	SERIE 100 : INSTALLATIONS				
101	Installation de chantier	ft	1		
102	Amenee et repli du materiel	ft	1		
	SUB TOTAL :100				
200	SERIE 200: NETOYYAGE ET TERRASSEMENTS				
201	Mise en forme de la plate forme	M2	30 000		
	SUB TOTAL 200				
300	SERIE 300: ASSAINISSEMENT-DRAINAGE				
301	FOURNITURE et pose des buses en beton diam 800mm	ml	19.2		
302	Puisard en beton arme pour buse diam 800mm	u	3		
303	Tete de buse en beton arme diam 800mm	u	3		
304	Fosses maconnes triangulaires	ml	45		
	SUB TOTAL 300				
TOTAL WITHOUT TAXES					
VAT: (19.25%)					
AIR: (2.2% or 5.5% depending on the regime)					
TOTAL TAXES					
TOTAL WITH TAXES INCLUSIVE (ATI)					
NET TO BE PAID					

This estimate is closed at the sum of:

Director

DOCUMENT N° 08

FRAMEWORK OF SUB-DETAIL OF PRICES

Note relating to the presentation of the sub-detail of prices and taxes

1, A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder. It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements;

- a. Detail of the sales coefficient according to the model presented after this note;
- b- Cost in dry price of the materials provided for the site;
- c. Cost in dry price of the supplies necessary for the site;
- d. Cost of local and expatriate labour;
- e. For each price on the Schedule of prices, a form resulting from points a, b, c and d above indicating the outputs leading to the unit prices;
- f. The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc;
- g. The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Contracting Authority;
- h. The sub-detail of dues and taxes.

2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

A. Overheads of the site

Studies	
----	----
-----	-----
Total	C1

B. Overheads of the head office

- Head office overheads	-----
- Financial overheads	-----
- Risks and profits	-----
Total	C2

Sales coefficient $K = 100 / (100 - C)$ with
 $C = C1 + C2$

3. The Contracting Authority may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above

DETAIL PRICE BREAKDOWN

Description:

Price N ^o	Daily output	Unit	Total quantity		Unit	Activities' Duration
Personnel (Labour)	CATEGORY	N^o	Daily Salary	Number	Paid man-days	AMOUNT
	Works Supervisor	man-day				
	Foreman	man-day				
	Skilled labour	man-day				
	General labour	man-day				
					Total (A)	
Equipments	Type	Unit	Daily rate		Days Billed	AMOUNT
					Total (B)	
Materials	TYPE	Unit	Unit Price		Consumption	AMOUNT
					Total (C)	
D	Total Direct Cost				A+B+C	
E	General site Expenses	10%			Dx10%	
F	General Head Office expenses	5%			Dx5%	
G	Cost price				D+E+F	
H	Risk + Profit	10%			Gx10%	
P	Bid price Excluding Taxes				G+H	
V	Unit Bid price Excluding Taxes				P/Qty	

**REPUBLIQUE DU CAMEROUN
CAMEROON**

Paix- Travail- Patrie

.....
**MINISTRE DE LA DECENTRALIZATION ET
DU DEVELOPPEMENT LOCAL**

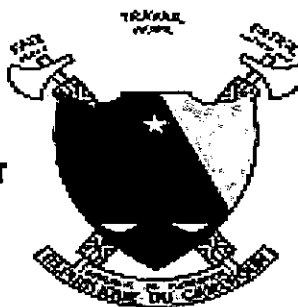
.....
REGION DU NORD OUEST

.....
DEPARTEMENT DE LA MENCHUM

.....
ARRONDISSEMENT DE BENAKUMA

.....
COMMUNE DE BENAKUMA

.....
**COMMISSION DE PASSATION
DES MARCHES PUBLIQUE**
.....



REPUBLIC OF

Peace- Work- Fatherland

.....
**MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT**

.....
NORTH WEST REGION

.....
MENCHUM DIVISION

.....
MENCHUM VALLEY SUB DIVISION

.....
BENAKUMA COUNCIL

.....
**INTERNAL TENDERS BOARD FOR
AWARD OF PUBLIC CONTRACTS**
.....

DOCUMENT N° 09

MODEL CONTRACT

JOBING ORDER N° __/JO/PR/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF _____ 2021.

**AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER BY NORMAL
PROCEDURE**

**N° __/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF _____ 2021 FOR THE
OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N° 01)
MENCHUM VALLEY SUB-DIVISION, IN MENCHUM DIVISION**

PROJECT OWNER: THE MAYOR-BENAKUMA COUNCIL

AUTHORIZING OFFICER: THE MAYOR-BENAKUMA COUNCIL

CONTRACTOR (HOLDER):..... P.O BOX TEL. Fax:

TRADE REGISTER N° (N° R.C.):

TAX PAYER N°:

BANK ACCOUNT N°: AT (BANK) AGENCY OF:

**PURPOSE (SUBJECT): FOR THE OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE
BENAKUMA (LOT N° 01) MENCHUM VALLEY SUB-DIVISION, IN MENCHUM DIVISION**

DURATION: ONE HUNDRED AND TWENTY (120) CALENDAR DAYS (FOUR MONTHS)

AMOUNT OF JOBING ORDER:

TOTAL WITHOUT TAXES	F CFA
VAT = 19.25%	F CFA
TOTAL WITH TAXES (ATI)	F CFA
AIR (Income on revenue =2.2% or 5.5% depending on the regime)	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

NB: This Jobing Order is signed in the amount of ...FRANCS CFA (all taxes inclusive ATI)

FINANCING: 2021 PUBLIC INVESTMENT BUDGET, MINDDEVEL-REPUBLIC OF CAMEROON

EXPENDITURE AUTHORIZATION N°: 279901

VOTE OF CHARGE N°: 5527351016414072811

DATE OF ENTRY INTO THE CONTRACT:

DATE OF SIGNATURE :

DATE OF NOTIFICATION:

DATE OF REGISTRATION:

BETWEEN:

THE **REPUBLIC OF CAMEROON**, REPRESENTED BY THE **MAYOR BENAKUMA COUNCIL** (Contracting Authority), HEREINAFTER REFERRED TO AS **"THE ADMINISTRATION"**

ON THE ONE HAND,

AND:

THE ENTERPRISE (Company):P.O BOXTEL.

TRADE REGISTER NO (N° RC):TAXPAYER N°:

BANK ACCOUNT N°:AT (BANK)

AGENCY OF :

REPRESENTED BY MISTER (Mr.)HEREINAFTER REFERRED TO AS **"THE**

CONTRACTOR

ON THE OTHER HAND,

IT HAS BEEN ACCEPTED AND AGREED AS FOLLOWS:

CONTENTS

Title I : THE SPECIAL ADMINISTRATIVE CONDITIONS

Title II : THE SPECIAL TECHNICAL CONDITIONS

Title III : THE DETAILED COST ESTIMATES

Page N° ____ and last page of Jobbing Order

N° ____/JO/PR/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF ____ 2021.

Awarded After Open National Invitation To Tender By Normal Procedure

N° ____/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2021 OF ____ 2021 FOR THE
OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N° 01)
MENCHUM VALLEY SUB-DIVISION, IN MENCHUM DIVISION NORTH WEST REGION
WITH:

**For The Opening Of 5km Road From Benakuma Town To Lake Benakuma Menchum Valley Sub-Division,
In Menchum Division**

EXECUTION DURATION: One hundred and twenty (120) calendar days

AMOUNT OF THE CONTRACT IN FCFA:

TOTAL WITHOUT TAXES	F CFA
VAT = 19.25%	F CFA
TOTAL WITH TAXES(ATI)	F CFA
AIR (Income on revenue =2.2% or 5.5% depending on the regime)	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

NB: This Jobbing Order is signed in the amount of ____ FRANCS CFA (All taxes inclusive ATI)

READ AND APPROVED BY THE CONTRACTOR Benakuma, the _____	SIGNED BY THE MAYOR BENAKUMA COUNCIL CONTRACTING AUTHORITY, MENCHUM Benakuma the _____
REGISTRATION	

DOCUMENT N° 10

MODEL FORMS TO BE USED BY BIDDERS

FORM N° 1:
DECLARATION OF THE INTENTION TO TENDER

**COMPANY's LETTER HEAD
(HERE)**

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1000

I, the undersigned Mr,

Nationality

Function

In my capacity as General Manager of P.O. BOX TEL:.....

Hereby acknowledge receipt of the file for Tender Notice
N° of

Concerning the

.....

.....

And hereby declare my intention to tender for the said contract.

Done at On the

General Manager

FORM N° 02
THE MODEL TENDER LETTER

I (We) the undersigned
Acting in the capacity of in the name and on behalf of.....
.....atRC N°.by virtue of the power
vested in me (us), resident at (Town), P.O.Box....., telephone N°.
..... after having studied all the documents of the tender file relating to the Invitation to Tender
N°., and after having assessed in my (our) point of view and under my (our)
responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender
and commit myself (ourselves) to carry out works for the **Opening of 5km road from Benakuma Town
to Lake Benakuma, Menchum Valley Sub-Division in Menchum Division-North West Region**, in
keeping with the terms and conditions of the tender file in return for the sum of.....FCFA
(.....Francs) *Total without Tax+VAT*, calculated on the basis of the unit
prices stated in the Unit Price List and the detailed estimates, appended to this tender. The prices stated
are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within
three (03) months as from the date of notification of the award of contract.

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

I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in the
national currency (FCFA) in account No..... opened in the name
of....., in the records of (Bank)
at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be enclosed
with the tender letter.

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

Signature(s)

Bidder(s)

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned » (Name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office)

*« Constituted in a group of companies for the execution of the contract arising from this invitation to
tender, jointly commit ourselves »*

Fiscal stamp

1000

FORM N° 03

THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To the Mayor Benakuma Council, Republic of Cameroon

Invitation to Tender No.

BID BOND FOR THE EXECUTION OF THE OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N° 01), MENCHUM VALLEY SUB-DIVISION IN MENCHUM DIVISION-NORTH WEST REGION

The Contractor (5)hereby submits on to the Divisional Delegate of Public Contracts a bid relating to the **Opening of 5km road from Benakuma Town to Lake Benakuma (Lot N° 01), Menchum Valley Sub-Division in Menchum Division-North West Region** To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Mayor Benakuma Council acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs (6).

By this guarantee, we the undersigned,(7).....with our registered office in , are committed towards the Mayor Benakuma Council , through the bidder for the sum of CFA Francs(in figures).....

.....(in full).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an account indicated by the Mayor Benakuma Council, the amount of the guarantee at the first written request, as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his tender.

The request for payment of guarantee shall be countersigned by the Mayor Benakuma Council. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the company shall be the successful bidder, after presentation of the performance bond which shall be kept by the Mayor Benakuma Council

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank

FORM N° 04
MODEL BID BOND

Whereas _____ (Hereafter called the "the bidder") has submitted its bids dated _____, Here in after called "the bid")

KNOW YE ALL PEOPLE by the presence that WE _____, having our registered office at _____ hereinafter called "the Bank", are bound onto the Divisional Delegate of Public Contracts Menchum (hereinafter called "the Contracting Authority) in the sum of _____ for which payment will and truly be made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the contract.

We undertake to pay the Contracting Authority up to the above amount upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in his demand the Contracting Authority will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including _____ () days after the period of bid validity. Any demand in respect thereof should reach the bank not later than the above date.

Sealed with the common seal of the said bank this _____ day of _____

SIGNATURE OF BANK AUTHORITY

FORM N° 05

THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank

Reference of guarantee: No.

To: THE MAYOR BENAKUMA COUNCIL

REPUBLIC OF CAMEROON

Invitation to Tender No.

PERFORMANCE BOND FOR THE EXECUTION OF THE OPENING OF 5KM ROAD FROM BENAKUMA TOWN TO LAKE BENAKUMA (LOT N° 01) MENCHUM VALLEY SUB-DIVISION IN MENCHUM DIVISION-NORTH WEST REGION

We..... (Bank) have been informed that a contract has been signed between the **Mayor Benakuma Council** acting in the capacity of Contracting Authority, and....., acting as contractor for the **Opening of 5km Road from Benakuma Town to Lake Benakuma (Lot No 01) Menchum Valley Sub-Division in Menchum Division-North West Region**

In compliance with the provisions of Contract N°., the contractor is bound to present to the **Mayor Benakuma Council, Contracting Authority**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs

We,(bank) do hereby commit ourselves irrevocably and without arguing to pay to the **Mayor Benakuma Council**, at his first written request, and three (03) months the amount of this bond, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the **Mayor Benakuma Council**. The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the Mayor Benakuma Council, Wum.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 06

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

Bank

Reference of guarantee No.....

To the Mayor Benakuma Council

Invitation to Tender N°.

BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE ROAD WORKS

We..... (Bank) have been informed that a contract shall be signed between the **Mayor Benakuma Council**, acting in the capacity of Contracting Authority, and....., acting as contractor for the **Opening of 5km road from Benakuma Town to Lake Benakuma (Lot No 01) Menchum Valley Sub-Division, in Menchum Division-North West Region.**

In compliance with the provisions of Article of Contract N°., the contractor shall be bound to present to the **Mayor Benakuma Council**, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the company and amounting to CFA Francs

We,(bank) do hereby commit ourselves, irrevocably and without arguing to pay to **Mayor Benakuma Council**, at the written request **Mayor Benakuma Council**, and within four (04) weeks the amount of this guarantee, that is to say. all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

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

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the Internal Tenders Board for Benakuma Council. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 07

THE MODEL UNDERTAKING BY THE BIDDER

Name of project:.....Invitation to tender N° :.....

Opening of 5km road from Benakuma Town to Lake Benakuma, Menchum Valley Sub-Division, in Menchum Division-North West Region

I (We) the undersigned (8)

Acting in the capacity of (9)in the name and on behalf of

(10)..... atRC N°by virtue of the power vested in me (us), domiciled at P.O.Box..... (Town), telephone No., after having studied all the documents of the tender file relating to the Invitation to Tender No., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works for the **Opening of 5km road from Benakuma Town to Lake Benakuma (Lot No 01), Menchum Valley Sub-Division, in Menchum Division-North West Region**

in keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within(.....) months as from the date of notification of award of the contract.

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

Done at , on

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of the contract arising from this invitation to tender, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

FORM N° 8

MODEL OF INFORMATION OF KEY PERSONNEL DEPLOYED TO THE PROJECT

DESCRIPTION	NAME	QUALIFICATION	N° OF YEARS OF EXPERIENCE	FUNCTION TO CARRIED OUT
TECHNICAL				
ADMINISTRATIVE				
SUPPORT STAFF				

FORM N° 09
MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: **COMMITMENT OF AVAILABILITY.**

I, the undersigned _____ a _____ (*specify diploma or certificate*) and holder of National Identity Card N° _____ issued on _____ at _____ Tel: _____ is committed and available for the services to be provided as _____ (*specify post to be occupied*) with _____ (*name of company*) if awarded the contract for _____ (*indicate the name of project*) in Menchum Division of the North West Region. This is in response to Tender N° _____ (*indicate the tenders file reference*)

Done in _____ the _____

Sign; _____

Certified at On the

By

REMARK- This form shall be certified by the National Security Service (i.e. Police officer or Commissioner) with complete photocopy of the National Identity Card inscribed on the verso page of this commitment form

FORM N° 10
THE CURRICULUM VITAE

Name & First name : _____

Date of birth : _____

Nationality : _____

***Communication ability**

Languages Spoken	Level	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Spoken				
FRENCH	Written				
	Read				
	Spoken				
LOCAL LANGUAGE(S) OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				

***Educational Background**

SN	EDUCATIONAL PERIOD	SCHOOL(S) OR INSTITUTION(S)	CERTIFICATE OR DIPLOMA OBTAINED	SPECIALITY
1				
2				
3				
etc				

REMARK: -Educational period should be put from the most recent (i.e. in descending order) and certified copy of the certificate/diploma relevant to the function required for the execution of this project must be included

***Working Experience**

SN	WORKING PERIOD	EMPLOYER (Name, Post Box N°, Telephone N°, etc)	PROJECT EXECUTED	FUNCTION CARRIED OUT	REFERENCE OF WORK ATTESTATION(S)
1					
2					
3					
etc					

REMARK: While working period should be put from the most recent (i.e. in descending order), WORK ATTESTATIONS issued by the various employers shall in the bid be placed just next to the curriculum vitae which shall be signed by the employee.

*** Other information**

Information such as research topics carried and seminar attended may be included if employee deems necessary to motivate his/her experiences

FORM N° 11
THE PROFESSIONAL REFERENCES OF THE COMPANY

N°	Year	Project	Contactable telephone N° of Project Owner	Provisional amount	Contract amount	Execution Period notified	Provisional Acceptance date
1							
2							
3							
4							
5							
6							
etc							

EXAMPLES OF EXECUTION PERIOD:- 9th April 2015 to 7th July 2015, 14th March 2016 to 12th June 2016, etc

NB: For each contract named in the above list, are attached the following:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional acceptance minutes and
- Photocopy of final acceptance minutes *(as the case may be)*.

Done on, at

Mr (Messrs).....

Signature(s).....

FORM N° 12
THE EQUIPMENT LIST

SN	DESIGNATION	MARK	FRAME ("châssis") NUMBER & HORSE POWER if vehicle	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1						
2						
3						
etc						

NB: Registration Certificate(s) of vehicle(s) ("Cartes grise") shall be certified by the Competent Authority of the Ministry of Transport (i.e. at least at Regional level by either the Regional Delegate, the Regional Chief of Service for Land Transport or by the Regional Chief of Service for Administration and Finance).

I the undersigned, _____ holder of National Identity Card N° _____ issued on _____ at _____ being Managing Director of this Company called _____ testifies that the above information is correct and commit myself to present any of the above equipments and related tools at any given time requested. As well, any of them must be present at the site before and during each phase at any given moment required or requested by the Authorities in charge of control/follow-up of the project I am tendering for. To this effect are attached:-

- **Registration Certificate(s) of vehicle(s) ("Cartes grise") certified by the Competent Authority of the Ministry of Transport.**
- **Certified attestations (lease documents) of commitment between I and the Owner(s) of the equipment/tool(s) in case (s) where I will take on hire.**

Done on....., at

Signature and name of Managing Director of the company/stamp seal

FORM N° 13
THE ATTESTATION OF SITE VISIT

**LETTER HEAD AND
DATE OF COMPANY/ENTERPRISE HERE**

Ref. N°

Benakuma, the (le)

THE MANAGING DIRECTOR

TO WHOM IT MAY CONCERN

Subject: An attestation of site visit

I,, the undersigned Representative of the company/enterprise by namehave the honour to hereby attest having visited the site for the **Opening of 5km road from Benakuma Town to Lake Benakuma (Lot No 01), Menchum Valley Sub-Division, in Menchum Division-North West Region** on this day of to have an appraisal of the strengths and weaknesses of the site.

In testimony whereof, this attestation is issued to serve the purpose wherever and whenever need arises.

TESTIFYING SIGNATURE

Signature and name of the Representative of the company
(person who carried out the site visit)

CONFIRMATORY SIGNATURES

Signature and name of Managing Director
of the company and stamp seal

Signature & name of the Company's
Work Supervisor and stamp seal

FORM N° 14
THE SITE VISIT REPORT
[not more than five (05) pages]

LETTER HEAD OF THE COMPANY
(here)

I) INTRODUCTION

TENDER REFERENCE
DATE OF VISIT:.....TIME OF VISIT:.....

II) COMMENTARY:

II-1) Nature of the project site.....
.....

II-2) Accessibility to the project site:
.....

II-3) Vegetation (trees, shrubs etc).....
.....

II-4) Topography of the site
.....

III) AVAILABILITY OF SERVICES (water, electricity, etc)

IV) AVAILABILITY OF MATERIAL FOR THE EXECUTION OF THE PROJECT

V) DIFFICULTIES:
.....

NB: The above commentaries can be proven by pictures of Mr(s).....who is
.....of the company and land mark(s) conspicuously present on the site. The land
marks include(put names of the conspicuous land marks site seen
at the project site)

Remark: The pictures are inscribed on the verso page of the last page of this report of site visit.

TESTIFYING SIGNATURE

Signature and name of the Representative of the company
(person who carried out the site visit)

CONFIRMATORY SIGNATURES

Signature and name of Managing Director
of the company and stamp seal

Signature & name of the Company's
Work Supervisor and stamp seal

FORM N° 15

THE EVALUATION GRID

- **General presentation of bids**
 - Table of content present.....Yes/No
 - Document is spiral bound with transparent fly-leaf on front cover.....Yes/No
 - Presence of colour separating papers between the various documents.....Yes/No
 - Orderly presentation of the documents as in the tenders fileYes/No
 - Clarity in the presentation of the documents and pages numberedYes/No
 - Special Technical conditions visaed and last pages signedYes/No
- **Experiences of the Contractor (enterprise) in the past three years**
 - Prove of capacity to have executed at least two (02) works of Public Procurement presentYes/No
 - Prove of capacity to have carried works of Public Contracts with provisional cost of at least that of this present project (30 000 000)Yes/No
 - Professional experience(s) in similar domain within the last three years present.....Yes/No
 - Headings of professional reference(s) in the format as indicated in the tender fileYes/No
 - Information of professional reference(s) in respect of headings as indicated in the tender fileYes/No
 - At least two (02) Jobbing Orders or Contracts (**first & last pages**) of similar projects executed within the past three years in an enclave area as such present.....Yes/No
 - At least two (02) provisional acceptance minutes (**first & last pages**) on similar projects executed within the past three years in an enclave area as such presentYes/No
 - Certified first & last pages of the provisional acceptance minutes of the two projects mentioned aboveYes/No
 - Proof with notified Service Orders for having executed to completion the projects mentioned above within the notified contractual periods presentYes/No
 - At least one final acceptance minutes (**first & last pages**) of any of the two (02) projects mentioned above..Yes/No
 - Certified first & last pages of the final acceptance minutes of the one (01) project mentioned aboveYes/No
- **Quality and management of personnel of the company**
 - Information of key personnel presented in the format stipulated in the tenders file.....Yes/No
 - Supervisor with level of at least a Senior Civil Engineering Technician with at least 3 years' experience in earth road maintenance presentYes/No
 - Supervisor's signed curriculum vitae presented in the format stipulated in the tenders fileYes/No
 - Supervisor's work attestations present for at least two Public Contracts projects executed in the domain of construction presentYes/No
 - Supervisor's commitment form with complete photocopy of NIC inscribed overleaf (verso page of the commitment form) presentYes/No
 - Foreman with level of at least Civil Engineering Technician experience with at least 5 years' in earth road maintenance present.....Yes/No
 - Foreman's signed curriculum vitae presented in the format stipulated in the tenders fileYes/No
 - Foreman's work attestations present for at least three Public Contracts projects executed in the domain of construction presentYes/No
 - Foreman's commitment form with complete photocopy of NIC inscribed overleaf (verso page of the commitment form) present.....Yes/No
 - Company organizational charts respecting administrative & technical hierarchyYes/No
 - Project organizational charts respecting administrative & technical hierarchyYes/No
- **Technical equipment of the company**
 - List of key equipment (*like vehicles, etc*) presented in the format provided in the tenders file.....Yes/No
 - List of key equipment containing least a grader, dump truck and a pickupYes/No
 - Certified true copies of documents to prove ownership of key equipment..Yes/No
 - Registration certificates of the vehicles certified by Competent Authority of the Ministry of TransportYes/No
 - List of tools and certified documents (*like receipts etc*) to prove their ownershipYes/No
- **Methodology for the execution of works**
 - Schedule of work execution having specification of total duration to be used for execution.....Yes/No
 - Presentation of execution schedule in same chronology as spelled out in tenders file with tasks well assigned (manpower deployment) having time frames not mixed up... ..Yes/No
 - Security measures to protect workers and third parties presentYes/No
 - Environmental protection and security measures on site taken into account.....Yes/No
 - Site Visit report in format prescribed in the tenders fileYes/No
 - Site Visit report signed and stamp sealed by all the Authorities prescribed in the tenders fileYes/No
 - Site Visit report having pictures of Company's Representative inscribed on the verso of the last page of the site visit report proving him/her conspicuously present on siteYes/No

DOCUMENT N° 11
**CONFIRMATION OF AVAILABILITY OF PRIOR FEASIBILITY
STUDIES**

PROJECT OWNER'S LETTER HEAD <i>(here)</i>

Benakuma, the

THE MAYOR BENAKUMA COUNCIL

To: All Potential Bidders,

Subject: Confirmation of availability of prior feasibility studies

In respect to the principles binding the conception and elaboration of project proposals, feasibility studies were carried out to have a project proposal for the **Opening of 5km road from Benakuma Town to Lake Benakuma (Lot No 01), Menchum Valley Sub-Division, in Menchum Division-North West Region**

was realized and forwarded to the Minister in charge of Decentralisation and local Development, Yaounde for funding. In the 2021 Financial Year of the Republic of Cameroon within the framework of the programmed budget of the 2021 Public Investment Budget (PIB 2018), the said project was financed as per the budget head at the cost of **thirty million (30,000,000) FCFA**. After obtaining the financing, relevant adjustments were carried out to ensure that the tasks retained to be accomplished for proper and complete execution of the project are commensurate to the amount provided for the realization of the items spelled out in the bill of quantities as found in Document N° 7 of this tenders file.

To this effect, bidders are hereby given surety that proportionate feasibility studies were already carried out and are hence advised to read this tenders file very well before preparing their bids.

In testimony whereof, this confirmation of availability of prior feasibility studies is established to serve the purpose wherever and whenever need arises.

The Mayor, Benakuma Council

DOCUMENT N° 12

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

DOCUMENT N° 12

LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES

AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS

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

("LISTE DES BANQUES AGREEES PAR LE MINFI")

A-BANKS

- 1- Afriland First Bank (First Bank);
- 2- Banque Internationale du Cameroun pour l'Epargne et le Crédit (BICCEC) ;
- 3- CITI BANK Cameroon (CITI-C);
- 4- COMMERCIAL BANK OF CAMEROON (CBC);
- 5- ECOBANK Cameroun (ECOBANK);
- 6- National Financial Credit Bank (NFC-BANK);
- 7- Société Commerciale de Banque Cameroun (CA-SCB);
- 8- Société Générale des Banques au Cameroun (SGBC) ;
- 9- Standard Chartered Bank Cameroon (SCBC);
- 10- Banque Atlantique du Cameroun (BACM);
- 11- Union Bank of Cameroon (UBC).
- 12- United Bank for Africa (UBA)
- 13- Banque Gabonaise pour le Financement International (BGFI Bank)
- 14- La Banque des PME

B- INSURANCE COMPANIES

- 1- Chanas Assurances;
- 2- Activa Assurances
- 3- Zenithe Insurance

DOCUMENT N° 13

PLANS AND DIAGRAMS AND/OR PICTURES