

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

MINISTÈRE DE DÉCENTRALISATION ET DU
DÉVELOPPEMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

COMMUNE DE FUNDONG

COMMISSION INTERNE DE PASSATION
DES MARCHES



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH-WEST REGION

BOYO DIVISION

FUNDONG COUNCIL

FUNDONG COUNCIL INTERNAL
TENDERS BOARD

Ref: No. 01/NWR/BOYO/FC/FCITB/2021/17

Fundong the

19 MARS 2021

FUNDONG COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

No. 01/ONIT/FUNDONG COUNCIL /FCITB /2021, OF 19/03 /2021

FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT GPS
NGWAINKUMA (LOT 1) AND REHABILITATION OF A BLOCK OF TWO (02)
CLASSROOMS AT G.S BAISO (LOT 2) IN THE FUNDONG MUNICIPALITY
OF BOYO DIVISION, NORTH WEST REGION

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) MINEDUB 2021

AUTHORISATION N°: IW01321 FOR LOT 1
IW01322 FOR LOT 2

IMPUTATIONS: LOT 1: 55 15 197 01 641605 426
LOT 2: 55 15 197 01 64105 426

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

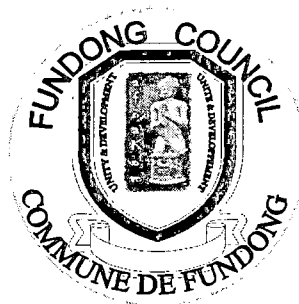
MINISTÈRE DE DÉCENTRALISATION ET DU
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MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH-WEST REGION

BOYO DIVISION

FUNDONG COUNCIL

FUNDONG COUNCIL INTERNAL
TENDERS BOARD

Ref: No. 01 /NWR/BOYO/FC/FCITB/2021/15

Fundong the 19 MARS 2021

Tender Notice

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
No. 01/ONIT/ FUNDONG COUNCIL /FCITB /2021, OF 19/03 /2021
FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS GPS NGWAINKUMA
(LOT 1) AND REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT G.S BAISO
(LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION

SUBJECT OF THE INVITATION TO TENDER: Within the framework of the execution of the 2021 state budget, the State of Cameroon represented by the Mayor of Fundong Council hereby launches an open national invitation to tender FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT GPS NGWAINKUMA (LOT 1) AND REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT G.S BAISO (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION

2) NATURE OF SERVICE: The different tasks to be executed for this project shall comprise the following:

FOR LOT 1

- PRELIMINARY WORKS
- FOUNDATION
- WALLSMASONARY
- ROOF
- METAL WORK AND JOINERY
- PAINTING
- DRAINAGE

FOR LOT 2

- PRELIMINARY WORKS
- EARTH WORKS
- FOUNDATION
- WALL MASONRY
- ROOF

3) EXECUTION DEADLINE: The maximum deadline for the execution provided for by the Contracting Authority shall be **Four months (120 calendar days)** with effect from date of notification of the Administrative Order to start works.

4) Lots: The work is in two (2) lots as follows;

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

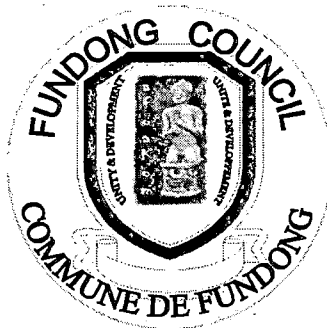
MINISTÈRE DE DÉCENTRALISATION ET DU
DÉVELOPPEMENT LOCAL

REGION DU NORD-OUEST

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COMMUNE DE FUNDONG

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REPUBLIC OF CAMEROON
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MINISTRY OF DECENTRALISATION AND
LOCAL DEVELOPMENT

NORTH-WEST REGION

BOYO DIVISION

FUNDONG COUNCIL

FUNDONG COUNCIL INTERNAL
TENDERS BOARD

Ref: No. 01/NWR/BOYO/FC/FCITB/2021

Fundong the 19 MARS 2021

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE D'URGENCE NO.
___/ONIT/FC/FCITB /2021, DU 19/03 /2021 POUR LA REHABILITATION DE DEUX SALLES DE
CLASSE EN GPS NGWAIKUMA LOT 1 ET DE REHABILITATION DE DEUX SALLES DE CLASSE EN
GS BAISO LOT 2 DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO, REGION DU
NORD-OUEST.

OBJET DE L'APPEL D'OFFRES : Dans le cadre de l'exécution du Budget d'Investissement Public 2020, l'Etat de Cameroun représenté par, le maire de Fundong lance un Appel d'Offres national ouvert **pour la REHABILITATION DE DEUX SALLES DE CLASSE EN GPS NGWAIKUMA LOT 1 ET DE REHABILITATION DE DEUX SALLES DE CLASSE EN GS BAISO LOT 2 DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO, REGION DU NORD-OUEST.**

LOT1: REHABILITATION DE DEUX SALLES DE CLASSE EN GPS NGWAIKUMA;
LOT2: REHABILITATION DE DEUX SALLES DE CLASSE EN GS BAISO

NB: Une entreprise peut prendre tous les lots par fois

- **Consistance des travaux :** Les travaux comprennent notamment : Site installation

Pour Lot 1

- Travaux préliminaire
- Fondation
- Elevation
- Toiture
- Maçonnerie et métal
- Electrification
- Peinture

Pour Lot 2

- Travaux préliminaire
- Travaux de terre
- Fondation
- Elevation
- Toiture

The sealed external envelope shall bear no information about the company and shall reach the Fundong Council secretariat not later than the 09/04/2021 at 10 am local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions

- OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE No. 001/ONIT/FC /FCITB /2020, OF 19/03 /2020 FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT GPS NGWAIKUMA (LOT 1) AND REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT G.S BAISO (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION-

(To be opened only during the bids opening session)

12) ADMISSIBILITY OF BIDS: At the risk of being rejected, only originals or certified true copies by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of this Invitation to Tender. They must not be more than three (3) months old as at the date of submission of bids or must not be established before the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance and valid for a period of thirty days shall be rejected.

13) OPENING OF BIDS: The bids shall be opened in a single phase, in the Fundong Council hall, on 09/04/2021 at 11:00am. Only bidders or their authorized representatives, having a perfect knowledge of the file may attend the bids opening session. Any bid which shall not comply with the requirements of the Tender File shall be rejected.

14) Evaluation criteria

The bids shall be evaluated in three (03) steps:

- 1st Step: Verification of the conformity of the Administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd Step: Analyses of the financial file.

The criteria of evaluation are the following:

14.10- Eliminatory criteria

14.11- Administrative documents

- Absent of Bid bond
- Any **Administrative document** not in conformity with the prescriptions of this tender file shall results in elimination if the situation is not regularized within forty-Eight Hours. This rule shall not be applied to the Bid Bond
- Any bids not in conformity with the prescriptions of this tender shall be inadmissible
- False declaration or falsified documents.

14.12- Technical File

- Complete documents or scanned documents ;
- False declaration, forged or scanned documents;
- Technical assessment mark lower than 75% of "YES".

14.13- Financial Offer

- Incomplete financial Offer;
- Non-compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of breakdown of prices;

14.20Essential criteria:

The technical offer of the bidder shall be assessed along the following lines

NO	CRITERIA	MARKS
1.	General presentation	YES/NO
2.	Quality of the personnel	YES/NO

9) CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le dossier de consultation peut être consulté aux heures ouvrables à la Mairie de Fundong, dès publication du présent avis.

9) ACQUISITION DU DOSSIER D'APPEL D'OFFRES: Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (secrétariat de la mairie de Fundong pendant les heures ouvrables contre présentation d'une quittance de versement de la somme non remboursable de 50,000 FCFA à la recette municipale de la Commune de FUNDONG.

10) REMISE DES OFFRES : Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise au Service de Passation des Marchés, situé à la Mairie de Fundong, au plus tard le 09/04 /2020 à 10heures. Il doit être dans un paquet contenant trois enveloppes marquées

- A : pour le dossier Administratif,
- B : pour le dossier technique
- C : pour le dossier financier.

Ce paquet devra porter la mention :

- AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE D'URGENCE No. 002/ONIT/FC/FCITB /2020, du 19/03 /2020 POUR LA REHABILITATION DE DEUX SALLES DE CLASSE EN GPS NGWAIKUMA LOT 1 ET DE REHABILITATION DE DEUX SALLES DE CLASSE EN GS BAISO LOT 2 DANS L'ARRONDISSEMENT DE FUNDONG, DEPARTEMENT DU BOYO, REGION DU NORD-OUEST-

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

11) Recevabilité des offres: Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une Autorité Administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances. Les offres ne respectant pas le mode de séparation de l'offre financière, des offres administratives et techniques seront irrecevables.

12) Ouverture des plis: L'ouverture des plis se fera le 09/04 /2020 à 11heures, heure locale en une phase par la Commission communal de Passation des Marchés de la mairie de Fundong, (Salle de conférence de la Mairie de Fundong) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

- les dossiers administratifs et les offres techniques seront premièrement étudiés par les membres de la Commission communal de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins 100% des points de la notation sur des dossiers administratifs et 75% pour dossier techniques seront éliminées.

14) ÉVALUATION DES OFFRES: Les offres seront évaluées selon les conditions suivantes :

14) Les Offres sera évalué en 3 étapes

- 1er étape: évaluation d'Offre technique
- 2ème étape; Analyse d'offre financière
- 3ème étape; Critère d'évaluation sont les suivant:

14-10 Critères éliminatoires

- Absence de caution banque
- Les dossier non-conforme aux prescriptions de cet Dossier d'Appel d'Offre sera déclarer non-recevable si la situation n'a pas été régularisée dans 48 heures
- Les plis non conforme;

14-12-L'Offre Technique

A. General regulation of the invitation to tender

Article 1: Scope of the tender:

1.1. The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an OPEN NATIONAL INVITATION TO TENDER FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT GPS NGWAINKUMA (LOT 1) AND REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT G.S BAISO (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION described in the Tender notice and briefly described in the Special Regulation.

1.2 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.

1.3 In this Tender File, the term "day" means a calendar day.

Article 2: Financing: The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption:

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

a) The following definitions shall be admitted:

a.1 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;

a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;

a.3 "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;

a.4 "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

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

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

Article 4: Candidates allowed to compete.

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

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

a. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.

b. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

b.1 Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or

b.2 Presents more than one bid within the context of invitation to tender, except authorized variance according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.

b.3 The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

c. The bidder must not have been excluded from bidding for public contracts.

d. A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

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

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

Article 6: Qualification of bidder:

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

6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and

6.1.2 Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

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

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

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

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

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

Article 7: Visit of works site:

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

Article 10: Amendment of the Tender File

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

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

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

C PREPARATION OF BIDS

Article 11: Tender costs: The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of bid: The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file: It includes:

a.1 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;

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

a.3 The written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical bid

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

b.2 Methodology: The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organization and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract: The bidder shall submit duly initialed copies of the administrative and technical documents relating to the contract, namely:

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

b.4 Commentaries (optional): A commentary on the technical choices of the project and possible proposals.

c. Volume 3: Financial bid: The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;

Article 16: Validity of bids:

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

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

16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

Article 17: Bid bond

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

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

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

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

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

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:

b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

b.3 Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the Secondary 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 Secondary solution has been evaluated as the lowest bid.

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

Article 23: Late bids: Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

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

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

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

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

E. OPENING AND EVALUATION OF BIDS

Article 25: Opening of the bids and petitions

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

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

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

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

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

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

Article 30: Correction of errors

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

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

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

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

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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

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

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

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

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities

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

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

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

- Omission of quantified unit price in the financial offer;
- Absence of breakdown of prices;

7.20 **Essential criteria:**

The technical offer of the bidder shall be assessed along the following lines

NO	CRITERIA	MARKS
1.	General presentation	YES/NO
2.	Quality of the personnel	YES/NO
3.	Execution Methodology	YES/NO
4.	Equipment	YES/NO
5.	Pre-financing capacity	YES/NO
6.	References of the bidder	YES/NO
7.	Attestation and report of site visit	YES/NO
8.	Non existence in the technical file of the rubric "organization, methodology and planning	YES/NO
9.	Special Technical Clauses initialed in all the pages and signed, stamped and dated on the last page;	YES/NO
10.	Special Administrative Clauses completed and initialed on all the pages and signed, stamped and dated on the last page	YES/NO

ARTICLE 8: Presentation of the Bids

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

A) Administrative Documents

B) Technical Documents

C) Financial Documents

8.1 External envelope: Each bidder shall seal these three (03) envelopes (A, B and C) in one sealed external envelope on which shall be written.

- OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE No. 001/ONIT/ FC /FCITB /2021, OF 19/03 /2021 FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT GPS NGWAINKUMA (LOT 1) AND REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT G.S BAISO (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION

(To be opened only during the bids opening session)

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.2	Purchase receipt of Tender File issued by a Fundong council treasury in the amount of 50,000 (Fifty Thousand) F.cfa as stipulated in the Tender Notice.
A.3	A bid bond of 261,000 (Two Hundred and Sixty-One Thousand) FCFA for LOT 1 and 240,000 (Two Hundred and Forty Thousand) FCFA for LOT 2 issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.4	Certified Copy of the Business Registration, not more than three months old.

	<ul style="list-style-type: none"> ➤ CV signed and dated by the foreman, ➤ A certified copy of the technical diploma ➤ An Attestation of presentation of original of the technical diploma ➤ An attestation of availability signed and dated by the foreman ➤ Certified copy of ID card signed and dated by the Police 		
B.3.3	03- Other personnel		
	<ul style="list-style-type: none"> ➤ 02 (two) bricklayers with at least GCE O/L Technical in Building construction or its equivalent(CAP Maçonnerie) and with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates) ➤ 02 (Two) Carpenters with at least GCE O/L Technical in wood works or its equivalent(CAP Menuiserie) with 3 years professional experience in the domain of Civil construction and similar works. Certified copy of their certificate and NIC should be included (CVs signed and dated by the candidates) 		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Work schedule		
B.4.5	Quality control method		
B.4.7	Environmental impact notice obtained from the council <i>(To be submitted only by the winner, after publication of results)</i>		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender File		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	List of small tools and prove of ownership		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity of at least 25% of the project amount (solvency) of the enterprise issued by a 1st class bank in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.8	Special Technical Clauses initialed in all the pages and last page signed, dated and stamped.		

NB: THE signature of the concerned in CV and Availability should be the same with that found in the National Identity Cards.

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 3)
C2	Completed and signed frame work of unit prices excluding VAT in words and in figure.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and net payable
C4	Sub details of unit prices according to the model attached.

NB: THE absence of unit price “in the mail enclosure slip” and sub detail of these prices will lead to the elimination of the bidder.

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

ARTICLE 9: Currency of payment: This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to tender. The corresponding amount shall be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

award of the contract shall be published by way of press release or any other means of publication used in the Administration.

DOCUMENT No. 4:

SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

Table of contents

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

Chapter V: Miscellaneous provisions

- Article 46 - Termination of the contract (article 74 of GAC)
- Article 47 - Force majeure (article 75 of GAC)
- Article 48 - Differences and disputes (article 79 of GAC)
- Article 49 - Drafting and dissemination of this contract
- Article 50 - Entry into force of the contract
- Article 51 - Information to be posted

- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The Technical specifications applicable on the services forming the subject of the contract.

Article 6: General instruments in force: This contract shall be governed by the following general instruments.

1. *Framework Law No. 96/12 of 5 August 1996 on the management of the environment;*
2. *The Mining Code;*
3. *Instruments governing the various professional bodies;*
4. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
5. *Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;*
6. *Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of the Tenders Boards amended and supplemented by Decree No.2013/271 of 5th August 2013 the Ministry in charge of Public Contracts;*
7. *Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;zaa*
8. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*
9. *Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;*
10. *Circular No 001/C/MINFI of December 2020 relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other bodies receiving government subsidies for 2021 financial year*
11. *Unified Technical Documents (DTU) for Boyo works;*
12. *Applicable standards;*
13. *Other instruments specific to the domain concerned with the contract.*
14. *Circular no 403/MINMAP/CAB OF THE 21/OCT/2019 TO FIXED upper limit for payment of indemnities to presidents, rapporteurs and members of follow up, acceptance and technical financial commissions*

Article 7: Communication

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

a) In the case where the contractor is the addressee: Sir/Madam **THE CONTRACTOR**
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his residence/base known to the Project Owner and Contract Manager, correspondences shall be validly addressed to Fundong Council.

b) In the case where the Project Owner is the addressee: **The Mayor of Fundong Council** and a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.

c) In the case where the Contracting Authority is the addressee: **The Mayor of Fundong Council** with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable .

1.2 The contractor shall address all written notifications or correspondences to the Project engineer with a copy to the Contracting Authority.

Article 8: Administrative Orders: The various Administrative Orders shall be established and notified as follows:

8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contract Manager, Contract Engineer, the Project Manager and the Paying Body, where applicable.

1.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

1.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract

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

Article 13: Place and method of payment: The Project Owner shall release the sums due in the following manner:

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

Article 14: Price variation:

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

Article 15: Price revision formulae: Not applicable

Article 16: Price updating formulae: Not applicable

Article 17: Works under State supervision:

17.1 The percentage of works under State supervision shall be 2 % of the amount of the contract and its additional clauses, where applicable.

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

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

Article 18: Evaluation of works: This contract is evaluated at unit prices

Article 19: Evaluation of supplies: No security shall be requested for payments on account on supplies.

Article 20: Advances:

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

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

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

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

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

Article 21: Payment for works:

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

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

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

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

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

Article 27: Tax and customs regulations: Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

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

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

Article 28: Stamp duty and registration of contracts: Seven (7) original copies of the contract shall be stamped by taxation service and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of works

Article 29: Nature of the works: The works shall include especially: (position or volume of works), See Special Technical Conditions.

Article 30: Role and responsibilities of the Project Owner

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

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

Article 31: Execution time-limit of the contract:

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **three (03) months - ninety (90) days.**

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

Article 32: Role and responsibilities of the contractor: The detailed and general plan of progress of the works shall be communicated to the Project Manager in *five (05) copies* at the beginning of each month.

Article 33: Provision of documents and site: A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Manager*. The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

Article 34: Insurance of structures and civil liabilities: The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (*to be adapted*):

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

- ❖ The Divisional Delegate of MINEPAT or his representative.....(Member)
- ❖ The Contractor or his Representative,.....(member)
- ❖ The Divisional Delegate MINDEVEL or her Representative (member)

The Project Owner (Chairperson) shall schedule for the site installation and invite the members of the commission by a letter of invitation - not more than five (5) working days.

Article 38: Setting out of the structures: The Project engineer, upon receipt of the contract documents transmitted by the Contracting Authority shall indicate to the contractor - within five (5) days the building line and all other Secondary points and levels of the project, for proper setting out.

Article 39: Sub-contracting: The part of the works that can be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

Article 40: Site laboratory and trials: The project engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

Article 41: Site logbook:

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

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

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

Article 42: Use of explosives: The contractor shall not use any explosives without prior authorization.

Chapter IV: ACCEPTANCE OF WORKS

Article 43: Pre- Acceptance: Before the provisional acceptance of the works, the contractor shall make a written request to the Contract Engineer, who shall then organize a technical visit for pre-acceptance. This visit shall include the following operations.

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

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

- The Contract Engineer or his representative..... (Secretary)
- The Project Manager..... (Member)
- The Contractor or his Representative..... (Member)
- Control Brigade MINMAP..... (Member)

During this pre-acceptance, the commission shall eventually specify the reserves to be up-lifted and the corresponding works to be effected before the provisional acceptance.

Article 44: Provisional Acceptance: The contractor shall request the Authorizing officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the Contract Engineer and call for the task by a letter of invitation. The acceptance commission shall comprise the following;

- The Project Owner or his representative (Chairman)
- The Contract Manager.....(Member)
- The Contract Engineer or his representative.....(Secretary)
- The Project Manager.....(Member)
- Fundong Council Stores Accountant.....(Member)
- The Divisional Delegate MINMAP or his representative (Member)
- The Divisional Delegate MINEPAT or his representative.....(Member)
- The Divisional Delegate MINDEVEL or her Representative (member)
- The Contractor or his Representative.....(Member)

REPUBLIC OF CAMEROON

Peace - Work – Fatherland

**FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS AT GPS
NGWAINKUMA (LOT 1) AND REHABILITATION OF A BLOCK OF TWO (02)
CLASSROOMS AT G.S BAISO (LOT 2) IN THE FUNDONG MUNICIPALITY OF BOYO
DIVISION, NORTH WEST REGION --**

CONTRACTING AUTHORITY: THE MAYOR OF FUNDONG COUNCIL

PROJECT OWNER: THE MAYOR OF FUNDONG COUNCIL

CONTRACT MANAGER: THE COUNCIL DEVELOPMENT OFFICER OF FUNDONG COUNCIL

FINANCING: 2021 PUBLIC INVESTMENT BUDGET (MINEDUB)

CONTRACTOR:.....

CONTRACT ENGINEER: THE DIVISIONAL DELEGATE OF PUBLIC WORKS BOYO DIVISION

DURATION OF CONTRACT: FOUR MONTHS (120 CALENDAR DAYS)

IV- WALL MASONRY: The elevation walls will be in agglomerated hollow blocks of 15 x 20 x 40cm with a good crushing resistance. The mix for block molding should give at most 28 blocks per bag of cement for blocks of 15x20x40 cm. They shall be cured for at least 21days before lying on the elevation walls. The reinforced concrete pillars of section 15x15 and 15x30 at 350 kg/m³ will be cast as one raises the agglomerated hollow blocks walls and this is to permit a good adhesion. The characteristic strength of concrete at 28 days should not be less than 16Mpa.. The lintels 15 x 20 in reinforced concrete at 350 kg/m³ will be leveled to + 2,10m above the level of the finished foundation. The average height under the ceiling shall be 3,00m.

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

V- ROOF TRUSS AND THE COVERING: The work of the roof truss shall commence 14 days after the concreting of the wall plate, ie after the concreting of the wall plate, works shall halt for 14 days to allow the structure gain strength before the roof truss is constructed.

- **Trusses:** shall be of locally sawn and treated hard wood (eucalyptus inclusive), shall compose of single frame rafters of 5cmx15cmx4m and spaced at 1.50m interval. These rafters will be solidly attached to the wall plate with the help of standby beam iron rods also spaced at 1.50m spacing;

- **Purlins and noggins:** shall consist of 5x8cmx4m locally sawn timber from hard wood (eucalyptus inclusive). All structural timber shall be treated with carbonyl. The timber for the *roof work will be of good quality, with the straight grain and free of any defect.*

- Roofing sheets:** shall be in high rib aluminum sheets (Tôle Bac) of type 5/10mm. The sheets shall be fixed onto the purlins using twisted zinc nails 90mm, equipped with bituminous rubbers caps.

- Facial board** shall be 30cm wide and of high rib aluminum sheets (tôle Bac) of 5/10mm thickness, including a lining.

- Ceiling-** shall be in 4mm thick (red plywood on both sides), fastened in sheets of 60x120 to noggins of 4cm thick or 5x8 and treated with carbonyl. The noggins shall be spaced 60cm center to center and braced appropriately. Eaves shall be equipped with ventilated pre-cast blocks. An access shall be provided into the loft (ceiling of each classroom). The external ceiling shall be in smooth aluminum sheets (tôle lisse) nailed to noggins and fastened with wooden ceiling battens.

VI – JOINERY/METEL WORKS

Doors and Windows:

- Door shutters (100X210)m shall be made of double metallic panels fixed on metallic angle bars (35x35)mm securely anchored to the walls, (90X210)m aluminum glazed doors mounted on aluminum frames and securely anchored to the walls, (90X210)m double metallic panels fixed on metallic angle bars (35x35)mm securely anchored to the walls. All door shutters shall open to the inside.

- All window openings (210 X 90) cm and (120 X 110) cm shall be fitted with sliding aluminum glazed panel shutters internally and fixed external window protectors (210 X 90)cm and (120 X 110)cm of vertical striped metallic tubes (30mm) welded to a frame of angle bar (35x35)mm.

(sockets, switches etc...) will be of good model. The set of facilities will be joined to a general earth hold.

VII – PAINTING: A layer of impression in ordinary paint will be applied previously on all the walls as priming layer. The external walls will be painted in water resistant paint (pantex 1300 type). Colour tinted tubes will be chosen to achieve the desired **magnolia** colour. The ceiling shall be painted in crystal white glue paint. All metal works shall be painted with oil paint - Glyptal resien lacquer, in two coats. A primary coat of antirust before final painting is done.

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

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

Steps shall be constructed out of shaped stones at the main entrance to the grandstand at 1,20m wide as the case may be.

and concrete works, and then thinly floated. The final thickness of the plastering shall not be less (02cm on both sides of the walls). The external walls shall receive a coat of spatadash before plastering is done on it.

-Screed: a smooth layer of ordinary cement screed 400kg/m³ (1:2) finish shall be spread on the 12cm thick concrete floor and the screed shall be 3cm thick.

13 GUTTERS:

To be excavated 40cm wide and 30cm deep at the rain drops and to be provided particularly at the frontage and the two ends of the grandstand as the topography of the terrain is relatively flat. The walls of gutters are to be constructed in concrete and the floor will be rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water for level surfaces.

15- Wood – Material: The wood must be pure and should not have nodes, foreign bodies or fractures due to sawing. This shall be locally sawn hard wood (eucalyptus inclusive).

Special Technical Conditions (STC) for lot 2

- I - GENERALITIES
- II- PRELIMINARY WORKS
- III- EARTH WORKS
- IV- FOUNDATION
- V - ELEVATION WORKS
- VI- ROOF TRUSS AND THE COVERING
- VII - JOINERY AND METAL WORKS

I – GENERALITIES: These present special technical specifications concern the re-construction of the Fundong grandstand in the Fundong Municipality of Boyo Division. It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority. Through the contract Engineer, the contractor shall furnish the owner of the project and other project team members within 15 days from the date of notification to start work with an execution plan showing clearly how he intends to run the work site.

SIGN-POSTS: The contractor shall put in place at his expense a sign-posts indicating the ongoing work in conformity with the plans put at his disposal by the contracting authority.

Hygiene and safety: The contractor shall ensure total hygiene and security of the site by constructing a temporal latrine and putting up a temporal fence around the project site if need be.

The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

The contractor shall take all preventive measures against accidents. The owner of the project has the right to intervene in case of any emergency without necessary interfering with the activities of the contractor.

The contractor shall verify all dimensions on the plans. For execution, no dimension shall be measured with a scale rule from the plans. The contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

-All window openings (210 X 90) cm and (120 X 110) cm shall be fitted with sliding aluminum glazed panel shutters internally and fixed external window protectors (210 X 90)cm and (120 X 110)cm of vertical striped metallic tubes (30mm) welded to a frame of angle bar (35x35)mm:

(sockets, switches etc...) will be of good model. The set of facilities will be joined to a general earth hold.

VII - PROTECTION OF THE ENVIRONMENT: The entrepreneur shall obtain an attestation of environmental impact notice from the council concerned, indicating that the environment impact notice has been carried out by the project owner

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

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

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

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

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

2) CONCRETE:

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

- **Over-site concrete:** shall be 12cm thick laid on the entire floors and paved area between walls and gutters dosed at 350kg/m³ over the entire surface.

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

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

NOTE: Reinforcement Schedule.

N ^o	STRUCTURE	SIZES	RODS	RODS	STIRRUP Spacings	DOSAGE	TYPE
		Nos	φ	Torsφ			
1	Damp proof course	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
2	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
3	Veranda Pillars 15x 30	6	8mm	6mm	20cm	350kg/m ³	Fe-E-400
4	Wall pillars 15x15	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
5	Wall plate (tie-beams) 15x20	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
6	Beams 20x20 and 15x20	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400

NB: All rods should preferably be from the local markets.

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

402	Rendering with cement mortar dosed at 500kg / m ³ and 400kgs /m ³ for spatdash and final coat respectively	M ²	320.00		
403	Reinforced concrete for pillars, lintels, and beams closed at 350kg /m ³ , Prefabricated concrete slabs and /or stairs on gutter at entrances of the classrooms (1,2mwide)	M ³	3.02		
404	Wall blackboard (500x120x2) cm with cement paste finish including painting	U	4.00		
405	Floor finished in cement screed of 4cm (dosed at 400kg/ m ³) and cement paste	m ²	213.75		
406	Black board stages	U	2.00		
407	Prefabricated concrete slabs and /or stairs on gutter at entrances of the classrooms (1,2mwide)				
	SUB TOTAL 400				
	LOT 500 - ROOF				
501	Assembled wooden Rafters	U	8.00		
502	Purlins 5cm x 8cm fixed to rafter to receive roofing sheets	M ³	1.50		
503	Noggins (5x8) cm	m ³	1.80		
504	Ceiling boards of 4cm thick plywood	M ²	217.50		
505	Ceiling at eaves with smooth zinc(tolelisse)	m ²	53.50		
506	Roofing sheets 6m long TOLE BAC 5/10é	M ²	279.20		
507	Facial board (tolebac 5/ 10mm of 30cm height) including lining	MI	21.66		
508	Angle sheets	MI	24.00		
509	Aluminum ridge cap 50cm large	ML	24.10		
	SUB TOTAL 500				
	600 -METAL WORK AND JOINERY				
601	Metal door of 90X220 (with PACO and two pad locks complete for the office)	U	1		
602	Wooden door of ridded panels in hard wood + wooden frame fitted with a solid lock (90x220) cm for the office (the external door shall be doubled i.e. metal wood)	U	2.00		
603	Metal door 97x220 fitted with solid locks for the classrooms	U	4.00		
604	Metallic windows of (210x110) cm for classrooms	U	10.00		
605	aluminum glazed window of (150x110) cm with internal protection for the office	U	2.00		
607	window protectors in 25mm square tubes (150x110) cm with internal protection for the office	U	2.00		
608	30cm angle metallic bar at veranda/door	ml	39.70		
	SUB TOTAL 600				
	800 - PAINTING				
801	priming coat in ordinary paint (National paint)	m ²	400.00		
802	two coats of water-based paint (pantex800) on internal walls	M ²	332.44		

501	Truss (complete in hard wood treated, king-post=175) rafters (5 x15)	U	9		
502	Purlins (5x8)cm for the roof	m3	1.5		
506	aluminum roofing sheets (tolebac 5/10mm)	m2	287.5		
507	Facial board (Tolbac 5/10 of 30cm height) including lining	ml	72.28		
508	Angle sheets	U	23.5		
509	Alu ridge cap 50cm large	ml	24.3		
510	Ventilation of roof (pre fabricated) at the eaves	U	2		
	SUB TOTAL LOT 500				
LOT 600:	METALLIC WORKS AND JOINERY				
601	Metallic Doors of 99 x 220 (with PACO and two pad lock)complete	U	3		
606	Window protectors in 30mms square tubes (210x90) cm	U	10		
607	windows protectors of (120 x 110)	U	2		

DOCUMENT N°. 07

BILL OF QUANTITIES AND COST ESTIMATES LOT 1

BILL OF QUANTITIES AND ESTIMATES FOR THE REHABILITATION OF A BLOCK OF TWO [02] CLASSROOMS AT G.P.S NGWAINKUMA IN THE FUNDONG MUNICIPLAITY OF BOYO DIVISION, NORTH WEST REGION.

ITEM	DISCRIPTION OF WORKS	U	QUANTITY in contract	UNITE PRICE	COST
	100: PRIMINARY WORKS				
101	Studies (execution, planning report of execution)	ff	1.00		
102	site installation	ff	1.00		
103	Scraping of walls and dismantling of the roof and ceiling	ff	1.00		
	SUB TOTAL 100				
	300 - FOUNDATION				
304	Concrete floor (5cm thick closed at 300 kg /m ³) and external veranda	M ³	11.40		
	SUB TOTAL 300				
	LOT 400 - WALLSMASONARY				
401	Blocks 15x20x40 for wall elevation	M ²	23.20		
402	Rendering with cement mortar dosed at 500kg / m ³ and 400kgs /m ³ for spatadash and final coat respectively	M ²	320.00		
403	Reinforced concrete for pillars, linels, and beams closed at 350kg /m ³ , Prefabricated concrete slabs and /or stairs on gutter at entrances of the classrooms (1,2mwide)	M ³	3.02		

	SUMMARY				
	100: PRIMARY WORKS				
	300 - FOUNDATION				
	400 - WALLSMASONARY				
	500 - ROOF				
	600 -METAL WORK AND JOINERY				
	800 - PAINTING				
		Total without VAT			
		VAT 19.25%			
		Total including TTC			
		AIR (5.5 OR 2.2)%			
		NET PAYABLE			

BILL OF QUANTITIES AND COST ESTIMATES LOT 2

LOT 2	BILL OF QUANTITIES AND COST ESTIMATES FOR THE REHABILITATION OF A BLOCK OF TWO CLASSROOMS AT GS BAISO IN THE FUNDONG MUNICIPALITY OF BOYO DIVISION, NORTH WEST REGION				
NO	DESCRIPTION	UNIT	QTY	U.P	TOTAL
Lot 100	PRELIMINARY WORKS				
103	Studies (execution planning, report of execution etc)		1		
104	site installation	ff	1		
105	clearing of vegetable soil	m2	600		
106	Implantation of the building	ff	1		
	SUB TOTAL LOT 100				
LOT : 200	EARTH WORK				
201	Levelling of the platform	m2	450		
202	Digging of foundation trenches and footings	m3	28.5		
203	Backfilling with selected lateritic soil	m3	31		
	SUB TOTAL LOT 200				
LOT: 300	FOUNDATION				
301	Blinding concrete	m3	2.6		
302	Foundation in stone-wall or frog filled block of (20x20x40)	m2	45		
303	Reinforced concrete for footings and ground beam dosed at 350kg/m3	m3	6.2		
	SUB TOTAL LOT 300				
LOT 400:	WALL MASONARY				
401	Block work of 15x20x4 for wall elevation	m2	224		
403	Reinforced concrete for pillars, lintels, and beams dozed at 350kg/m3	m3	7.6		

DOCUMENT N°. 8

FRAMEWORK OF SUB-DETAIL OF PRICES

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

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

On the one hand,

And

_____ (enterprise)

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

Business Registration N°. _____

Taxpayer's N°. _____

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

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Bill of Quantities and Estimates

DOCUMENT N° 10
MODEL FORMS APPLICABLE

FORM N° 1:
DECLARATION OF THE INTENTION TO TENDER

COMPANY'S LETTER HEAD

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 project.

Done at On the

General Manager

FORM N° 03
THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To : THE MAYOR OF FUNDONG COUNCIL

Invitation to Tender No.

BID BOND FOR
.....
.....

The Contractor (5)hereby submits on to
the Mayor of Fundong Council a bid relating TO

..... To this effect, and in keeping with the conditions stated in the
Tender file, the bidder shall present to the Mayor of Fundong 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 of Fundong Council , through the
bidder for the sum of CFA Francs(in
figures).....(in
words).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an
account indicated by the Mayor of Fundong 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 of Fundong 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 OF FUNDONG 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

THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank

Reference of guarantee: No.

To: THE MAYOR OF FUNDONG COUNCIL REPUBLIC OF CAMEROON

Invitation to Tender No.

PERFORMANCE BOND FOR -----

We..... (Bank) have been informed that a contract has been signed between the **Mayor of Fundong Council** acting in the capacity of the Contracting Authority, and....., acting as contractor FOR -----

In compliance with the provisions of Contract N°., the contractor is bound to present to the **Mayor of Fundong 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 of Fundong Council**, at his first written request, and for 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 of Fundong 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 of Fundong Council.

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

THE MODEL UNDERTAKING BY THE BIDDER

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

Re-Construction of Fundong Council Grandstand (Lot 1) and the embellishment of the Funding Council premises in Fundong Municipality (Lot 2)

I (We) the undersigned (8)

Acting in the capacity of (9) in the name and on behalf of (10)..... at RC 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 -----

-----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 this contract, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

DOCUMENT N°11: ANNEXES
ANNEX N° 01
THE MODEL CURRICULUM VITAE

Name & First name : _____

Date of birth : _____

Nationality _____

Level of education _____

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

Training school: _____

Date of admission : _____

Date of graduation: _____

Diploma obtained: _____ Date _____

Specific knowledge: Publication, research work _____

Date of start of service: _____

Nature of service rendered: _____

Number of years of service : _____

Number of years in the company : _____

Date of start of service in the company : _____

WORK EXPERIENCE (*)

(*) – Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.

- The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he actually held in the said projects.

ANNEX N° 03

MODEL EQUIPMENT LIST

SN	DESIGNATION <i>Description & frame (châssis) number</i>	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER <i>(if vehicle)</i>	QUANTITY	STATUS <i>(Hired or owned)</i>
1					
2					
3					
etc					

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 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 the project I am tendering for.

Remark- For equipment I will take on hire I hereby attached to this form certified attestations (*lease documents*) of commitment between I and the Owner(s) of the equipment(s).

Done on....., at

Signed

ANNEX N° 05

MODEL OF SUB- DETAIL OF UNIT PRICE

Designation of Works :					
N° price	Daily output		Total Quantity		Duration (days)
	/ day				
WORKMANSHIP	Category	Number	Daily Salary	Days paid	Amount
	Site engineer				
	Site foreman				
	Team chiefs				
	Administrative staff				
	Driver				
	Specialised Technicians				
	Labourers				
	Store keeper				
	Total A				
	Type	Quantity	Daily rate	Days paid	Amount
	Pickup for follow-up				
	Small equipment				
	Total B				
	Type	Quantity	Unit Price	Consumption	Amount
	*				
	*				
	*				
	Total C				
D	TOTAL DRY PRICE A+B+C				
E	General site expenses		X%	D x X%	
F	General head office expenses		Y%	D x Y%	
G	TOTALCOST PRICE			D + E + F	
H	Risks + benefits		Z%	G x Z%	
P	TOTAL COST PRICE WITHOUT TAXES			G + H	
V	SELLING UNIT PRICE WITHOUT TAXES			P/QTE	

ANNEX N° 07 THE EVALUATION GRID

ANNEX 7: EVALUATION GRID

FOR THE RE-CONSTRUCTION OF THE FUNDONG GRANDSTAND (LOT 1) AND EMBELLISHMENT OF THE FUNDONG COUNCIL PREMISES (LOT 2) IN FUNDONG MUNICIPALITY, BOYO DIVISION, NORTH WEST REGION

ADMINISTRATIVE DOCUMENTS.

ADMINISTRATIVE DOCUMENTS

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender, written by the bidder, stamped with the tariff in force
A.2	Purchase receipt of Tender File issued by a Fundong council treasury in the amount of 88,000 (Eighty Eight Thousand) F.cfa as stipulated in the Tender Notice.
A.3	A bid bond of 700,000 (Seven Hundred Thousand) FCFA for LOT 1 and 400,000 (Four Hundred Thousand) FCFA for LOT 2 issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.4	Certified Copy of the Business Registration, not more than three months old.
A.5	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.6	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes, valid dated at most three months.
A.7	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.8	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance, not more than three months.
A.9	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP) and should be valid for at least three months
A.10	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund and should be valid for the tender concerned; the attestation should be less than three months old.
A.11	Attestation of site visit dated and signed by the Contractors or their representatives (the bidder must under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals (consistency of work and execution plans).
A.12	Plan and Attestation of localization of the enterprise signed by the taxation authorities.
A.13	CCAP completed and initialed on all the pages and signed, stamped and dated on the last page.
A.14	Power of attorney where necessary

The absence or the nonconformity of one of these documents shall result in the elimination of the bid. However the bidder shall have a period of 48hours to comply. This rule shall not be applied to bid bond

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

B.1	General presentation of the bids		
	<ul style="list-style-type: none"> - Table of content page - Coloured page separators - Presentation of documents in the order given in this Tender File - Clarity of the documents presented - Quality of binding (Spiral binding /slotting with transparent fly leaf on the front cover) - Special Administrative and Technical conditions present 		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	<p>List of references of the enterprise in similar jobs of at least 15,000,000fcfa for lot 1 and 10,000,000fcfa for lot 2 justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances for works executed. (minutes of final reception within the past years for up to 2019)</p> <p>Minimum acceptable: 02 Contracts realized in the domain of building construction over the last 05 years</p>		
	1st Reference		
	2nd reference		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 3)
C2	Completed and signed frame work of unit prices excluding VAT in words and in figure.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) and net payable
C4	Sub details of unit prices according to the model attached.

NB: THE absence of unit price “in the mail enclosure slip” and sub detail of these prices will lead to the elimination of the bidder.

DOCUMENT N° 12:
**List of banking establishments and financial bodies
authorised to issue bonds for public contracts**

I- BANKS

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

II- Insurance companies

14. Chanas Insurance;
15. Activa Insurance

