

FC 21247/2021/mon /njinikom / appw

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

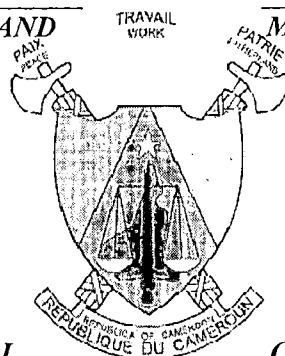
MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH-WEST REGION

NJINIKOM SUB DIVISION

NJINIKOM COUNCIL

NJINIKOM COUNCIL INTERNAL
TENDERS' BOARD



REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTERE DE LA DECENTRALISATION ET
DU DEVELOPPEMENT LOCAL

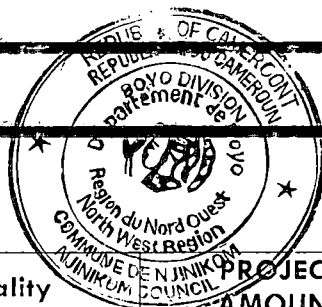
REGION DU NORD-OUEST

ARRONDISSEMENT DE NJINIKOM

COMMUNE DE NJINIKOM

COMMISSION INTERNE DE PASSATION
DES MARCHES DE LA COMMUNE DE
NJINIKOM

**OPEN NATIONAL INVITATION TO TENDER NO.
14/ONIT/MINDDEVEL/NC/NCITB/NJIN-FEICOM/2021
OF 11/05/2021 THROUGH THE EMERGENCY
PROCEDURE FOR THE CONTROL OF THE
CONSTRUCTION OF MODERN MARKET AT
NJINIKOM IN NJINIKOM COUNCIL, BOYO DIVISION
OF THE NORTH WEST REGION.**



Lot	Subject	Locality	PROJECT AMOUNT	Bid Bond FCFA	Tender Fee FCFA
1	Supervision and Control for the construction of a modern market in NJINIKOM Town	NJINIKOM	11 923 414 FCFA	238 468 FCFA	30,000 FCFA

FINANCING: FEICOM/NJINIKOM COUNCIL BUDGET - 2021

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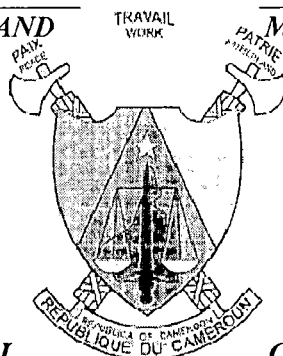
**MINISTRY OF DECENTRALIZATION AND
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REPUBLIQUE DU CAMEROUN

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

REGION DU NORD-OUEST

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NJINIKOM**

Document No. 1: Tender notice

7. Financing

Works which form the subject of this invitation to tender shall be financed by Public Investment Budget FEICOM/NJINIKOM Council for 2021 financial year.

8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of Two Hundred and Thirty Eight Thousand Four Hundred and Sixty Eight (238 468) FCFA and valid for thirty (30) days beyond the date of validity of bids.

9. Consultation of tender file:

The file may be consulted during working hours at the **Secretariat of the Secretary General of NJINIKOM COUNCIL**, Tel; 670 294 560, as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the **Secretariat of the Secretary General of NJINIKOM COUNCIL**, tel: 670 294 560, as soon as this notice is published against payment of the non-refundable sum of Thirty Thousand (30, 000) CFA francs, payable at the NJINIKOM Council Treasury.

11. Admissibility of bids

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

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

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

12. Submission of bids:

Each bid drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, the **Secretariat of the Secretary General of NJINIKOM COUNCIL**, tel: 670 294 560, not later than 02-06-21 at 10.00 a.m. and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER NO. 14/ONIT/MINDDEVEL/NC/NCITB/NJIN-FEICOM/2021 OF .../.../2021 THROUGH THE EMERGENCY PROCEDURE FOR THE CONTROL OF THE CONSTRUCTION OF MODERN MARKET AT NJINIKOM IN NJINIKOM COUNCIL, BOYO DIVISION OF THE NORTH WEST REGION

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

13. Opening of bids

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

The opening of administrative documents and the technical bids on 02-06-21 at 11 a.m. local time by the NJINIKOM CONFERENCE hall situated at council premises

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

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

14. Execution deadline

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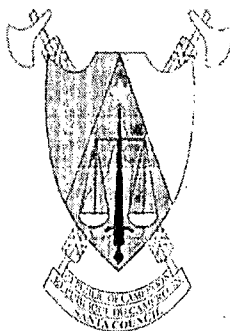
Paix – Travail – Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

COMMUNE DE NJINIKOM

COMMISSION INTERNE DE
PASSATION DES MARCHE



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NORTH WEST REGION

BOYO DIVISION

NJINIKOM COUNCIL

NJINIKOM COUNCIL
INTERNAL
TENDERS' BAORD

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 14 / AAOO / commune de NJINIKOM COUNCIL / CIPMN / 2021 DU ... / 03 / 2021
PAR LA PROCÉDURE D'URGENCE POUR LE CONTRÔLE DE LA CONSTRUCTION D'UN MARCHÉ
MODERNE À NJINIKOM DANS LA COMMUNE DE NJINIKOM DANS LE DEPARTEMENT DE
BOYO RÉGION DU NORD-OUEST

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

1. Objet de l'Appel d'Offres

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

2. Consistance des travaux

Les travaux comprennent notamment la maîtrise d'œuvre des travaux de Construction d'un marché moderne à NJINIKOM dans la Commune de NJINIKOM, arrondissement de NJINIKOM département de BOYO, REGION DU NORD-OUEST.

Délais d'exécution

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

3. Allotissement

Les travaux sont en un lot ci-après défini :

Pour la maîtrise d'œuvre des travaux de Construction d'un marché moderne à NJINIKOM dans la Commune de NJINIKOM, arrondissement de NJINIKOM, département de BOYO, REGION DU NORD-OUEST.

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de Onze Million Neuf Cent Vingt Trois Mille Quatre Cent Quatorze (11 923 414) francs CFA

5. Participation et origin

La participation au marché est ouverte à égalité des conditions, à toutes les entreprises basées au Cameroun et remplissant les conditions nécessaires les autorisant à participer à l'invitation d'offres référant au document No 2 dudit appel d'offres.

6. Financement

Les travaux référant à cette invitation d'offres sont financés par le budget du FEICOM et de la COMMUNE de NJINIKOM de l'exercice 2018.

1. **Critères éliminatoires**

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

2. **Critères essentiels**

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

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

14. **Attribution**

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

15. **Durée de validité des offres**

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

16. **Renseignements complémentaires**

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au secrétariat du Secrétaire General de la Commune de NJINIKOM , tel: 670 294 560

Fait à NJINIKOM, le 11-05-21



Maire de la Commune de NJINIKOM
AUTORITÉ CONTRACTANT

[Handwritten signature]
[Handwritten signature]

Copies :

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

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or execute services linked to its initial mission for the same project (unless it is a continuation of the same project).

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

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

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

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

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

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

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

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

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

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

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

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

2.1 Candidates have up to a date specified in the Special Regulations to request for clarifications on any of the documents of the Tender File. Any request for clarifications must be in writing and forwarded by mail, fax, or electronic mail to the address of the Contracting Authority with a copy to the Project Owner found in the Special Regulations. The Contracting Authority gives his response by mail, fax or electronic mail to all candidates who bought the tender file and sends a copy of the response (by attaching an explanation of the request for clarification, without identifying the origin) to all those who intend to tender.

- v) No choice of specialised personnel may be proposed and only one curriculum vitae (CV) per job position shall be authorised.
- 3.3 Reports to be produced by candidates within the framework of this mission must be written in the language(s) stipulated in the Special Regulations. It is recommended the candidate's personnel should have a good practical mastery of English and French.
- 3.4 The candidate's technical offer with the help of the attached tables should provide the following information (Document No. 4):
- i) A brief description of the candidate and a general idea of his recent experience within the framework of similar missions (Table 4B). For each of them, this summary must especially indicate the characteristics of the proposed personnel, the duration of the mission, the amount of the contract and the share of the candidate.
 - ii) All possible observations or suggestions on the Terms of Reference, data, services and installations must be furnished by the Contracting Authority (Table 4C).
 - iii) A description of the methodology and work plan proposed to accomplish the mission (Table 4D).
 - iv) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 4E).
 - v) Recent curricula vitae signed by the proposed specialised personnel and the representative of the candidate empowered to submit the proposal (4F). In the key information must feature for each, the number of years of experience of the candidate and the scope of responsibilities exercised within the framework of the various missions during the past ten (10) years.
 - vi) Estimates of the contribution by the personnel (senior and support staff, time), necessary for the accomplishment of the mission, justified by bar diagrams, indicating the work time provided for each senior staff of the team (Tables 4E and 4G).
 - vii) A detailed description of the method, personnel strength and follow-up envisaged for training, if the Special Regulations state that this is a major element of the mission.
 - viii) Any other information requested in the Special Regulations.

3.5 The technical proposal must not include any financial information.

Financial proposal

- 3.6 The financial bid must be established using model tables (Document No. 5). It lists all the related costs of the mission. If need be, all the costs may be distributed by activity.
- 3.7 The financial bid must separately present taxes, duties (including social security contributions), rates and other applicable tax costs by virtue of the laws in force on the candidates, sub-contractors and their personnel (other than citizens or permanent residents of Cameroon), except otherwise indicated in the Special Regulations of the Invitation to Tender.

is handed over to the chairperson of the competent Tenders Board who keeps it until the session for the opening of financial bids.

5. Evaluation of proposals

General

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

Evaluation of technical bids

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

Opening and evaluation of financial bids

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

It must reach within a maximum deadline of three (03) days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the complainant and possibly by the chairperson of the Tenders Board.

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

remuneration of the personnel (no breakdown of rates) or on other unit rates, whatever the method of selection.

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

6.5 The negotiations shall culminate in the examination of the draft contract. The candidate and the Contracting Authority shall conclude by initialling the agreed contract. If the negotiations fail, the Contracting Authority shall invite the candidate whose bid was placed second for negotiations.

7. Award of the contract

7.1 Once the negotiations are over, the Contracting Authority shall award and publish the results.

7.2 The successful bidder is supposed to start his mission on the date and time specified in the Special Regulations.

8. Publication of results of award and petitions

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

8.2 The Contracting Authority shall be bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

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

8.4 In case of complaint as provided for by the Public Contracts Code, it should be addressed to the Minister of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Project Owner and the chairperson of the Tenders Board.

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

9. Confidentiality

No information concerning the evaluation of the bids and the recommendations for award must be communicated to the bidders who submitted a tender or any other person who

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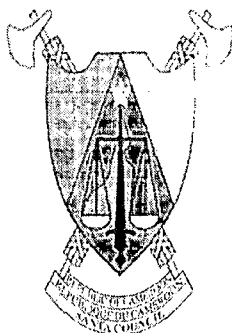
Paix – Travail – Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

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NORTH WEST REGION

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

- c) who has not been convicted and sentenced for an offence affecting his professional morality,
- d) Who has not been guilty of false declarations in connection with the information required for his participation in an invitation to tender?

He shall also show proof of the following guarantees:

No.	Guarantee	Level / type of guarantee
1	Financial guarantee (self-financing capacity)	3.000.000 F CFA
2	Equipment of the enterprise	Should show ownership of the resources: Pick up 4 x 4 or van, computer equipment, survey equipment and any other equipment necessary for the control.
3	Essential personnel (Project manager, foreman etc)	<ul style="list-style-type: none"> - A mission head: Civil Engineer having at least five (03) years' work experience; - Two (02) technical assistants: at least Senior Civil Engineering Technician having at least three (03) years' work experience; - Support staff (driver, secretary, surveyor, laboratory technician, etc...)

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

Eliminatory criteria

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

Essential criteria

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

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

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

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

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

The financial files of bidders whose administrative and technical files have been declared inadmissible shall be put at their disposal and they shall be notified thereof. They shall be

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

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

4. Language of bid:

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

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

Envelope A – Volume I: Administrative documents

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

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

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

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

Envelope B – Volume II: Technical bid

Preparation and submission of bids

5. Period of validity of bids:

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

6. Amount of the bid bond:

The bid bond shall amount to Two Hundred and Thirty Eight Thousand Four Hundred and Sixty Eight (238 468) FCFA

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

There shall be no preparatory meeting to make out bids.

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

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

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

The Mayor of NJINIKOM Council, BOYO Division, North west Region.

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

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

Administrative and technical bids shall be opened in the conference hall of the NJINIKOM Council on/2021 at 01 pm. prompt local time.

Evaluation and comparison of bids

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

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

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

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

EVALUATION GRID FOR THE CONTROL OF THE CONSTRUCTION OF A MODERN MARKET AT NJINIKOM

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

N°	Description	Marks (100pts)	Remark(s)
A	General presentation of bids	5pts	
1	Presence of all documents	1	
2	Properly bind	1	

c	Technical Assistant N° 2 (Senior Civil Engineering Technician) Finishing works		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 3 years in Civil engineering works	2	
5	Attestation of availability	1	
d	Surveyor		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Professional experience >2 years in Civil engineering works	2	
4	Attestation of availability	1	
e	Secretary		
1	Certificate certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 2 years' experience	1	
4	Attestation of availability	0.5	
f	Driver		
1	Driving license certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 2 years' experience	1	
4	Attestation of availability	0.5	
Total			
II)	Material resources	10pts	
1	Certified copy of a vehicle (Pick up 4 x 4 or van)	4	
2	List of key equipment	1	
3	Proof of 50% ownership of equipment	1	
	Proof of hiring of equipment	1	
4	Has computer equipment	2	
5	Has survey equipment	1	
Total			
E	References of the company in the domain of control, studies of similar works and any other intellectual services:	10pts	Not applied for new companies
1	More than one (01) contract registered (1st and last page & certified)	3	
	One (01) contract registered (1st and last page & certified)	2	
2	More than one (01) reception PV corresponding to the attached contracts	3	
	One (01) reception PV corresponding to the attached contract	2	
Total			

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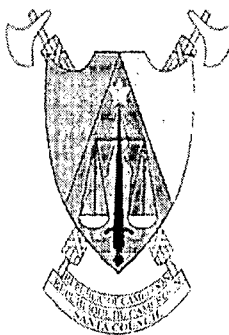
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REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

COMMUNE DE NJINIKOM

COMMISSION INTERNE DE
PASSATION DES MARCHE



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Document No. 4: Special Administrative Conditions (SAC)

Article 35 - Termination of the Jobbing Order (article 42 of GAC)
Article 36 - Differences and disputes (article 48 of GAC)
Article 37 - Drafting and dissemination of this Jobbing Order (GAC supplemented)
Article 38 and last: Entry into force of the Jobbing Order (GAC supplemented)

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

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

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

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

Article 6: General instruments in force (GAC supplemented)

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

1. The Mining Code;
2. Instruments governing the various professional bodies;
3. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
4. 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;
5. Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
6. Decree No. 2012/074 of 8 March 2012 relating to the creation, organization and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
7. Decree No. 2012/075 of 8 March 2012 to organize the Ministry in charge of Public Contracts;
8. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
9. Letter No. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
10. Circular N° 00000242/C/MINFI of 30th December 2020 on the instructions relating to the execution of the finance laws, monitoring and control of the execution of the budget of the state, and other public entities for the 2021 financial year;
11. Unified Technical Documents (DTU) for building works;
12. Applicable standards;
13. Other instruments specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

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

- a. *In the case where the service provider is the addressee:*
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Jobbing Order Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;
- b. *In the case where the Project Owner is the addressee:*

Chapter II: Financial conditions

Article 11 Guarantees and bonds (GAC supplemented)

11.1 Final bond

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

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

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

11.2 Performance bond

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

11.3 Guarantee of start-off advance

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

The advance must be reimbursed by deductions of 40% of the amount of each provisional payment on account.

The amount of the reimbursement guarantee on the start-off advance shall be reduced as the reimbursements are done.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Or

(Indicatively for contracts with lump sum payments)

Scheduling of the payment

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

Approval of the provisional report

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

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

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

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

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

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

- Payment of Services rendered:

Payment shall be done by the General Manager of FEICOM after receiving accounts drawn up by the Contract Engineer and signed by the Mayor bearing the visa of the Service of Follow up of Projects and investments of FEICOM upon presentation of an account drawn up by the contracting partners in two (02) copies including the stamped original copy.

Each request for payment shall include the following documents:

A. Common documents

1. The Mayor's payment request addressed to the General Manager of FEICOM,
2. The Funding agreement between the General Manager of FEICOM and the Municipality within the framework of the project for which payment is requested;
3. FEICOM's Notice of Approval to the Company's contract;
4. The original contract (s), the jobbing order or the purchase recorded for the start off advance or the first bill and the photocopy of the contract for the following ones,
5. The original copy of the registered receipt for the start off advance or the first bill and photocopies for the others;
6. The Tax Notice,

A. Penalties for delay

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

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

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

B. Specific penalties [amount to be indicated]

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

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

Article 21: Final detailed account (GAC supplemented)

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

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

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

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

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

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

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

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

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

Article 23: Tax and customs regulations (GAC supplemented)

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

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

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

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

28.4 The service provider is bound by professional secrecy in relation to third parties with regard to information, knowledge, documents gathered or brought to his knowledge during the execution of the Jobbing Order.

In this regard, documents established by the service provider during the execution of the Jobbing Order cannot be published or communicated without the approval of the Contracting Authority.

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

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

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

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

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

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

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

Will be recorded every day:

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

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

Article 29: Insurance (GAC supplemented)

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

- *Liability insurance, business manager;*

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

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

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

- | | | |
|----|--|------------|
| 1. | The Mayor of NJINIKOM Council. (Project Owner or his representative. | Chairman |
| 2. | The General Manager of FEICOM or his representative | Member; |
| 3. | The Service Head for Follow up of Projects and Investments of FEICOM NORTH-WEST Agency | member; |
| 4. | The Contract Manager | Member |
| 5. | The DD MINMAP/BOYO or representative | OBSERVER |
| 6. | The DD/MINTP/BOYO DIVISION (Contract Engineer) | Rapporteur |
| 7. | The Project Manager | Member |
| 8. | The Contractor or his representative | member |

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

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

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

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

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

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

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

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

- Rain: 200 millimetres in 24 hours;
- Wind: 40 meters per second;
- Flood: decennial floods

Chapter V: Sundry provisions

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

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

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

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

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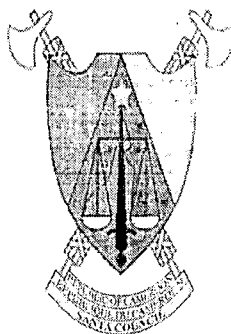
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Document No. 5: Terms of Reference (ToR)

Stage 3 ADA: Assistance during acceptance

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

QUALITY INSURANCE PLAN (QIP)

General organization of the QIP

General principles

Content of the QIP

Note of general organization of the construction site

It shall specify all the organization components pertaining to quality:

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

Procedure for execution

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

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

for the visa of the Project Manager. The CCAP shall specify the conditions of management and flow of documents.

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

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

During the period of preparation of works

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

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

During the execution of works

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

Upon completion of works

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

Expected Results

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

At most one (1) month after the start of works, a first report of control containing the summaries, the analyses of work done and the water supply mechanism shall be submitted to the Contracting Authority.

The reports of the Project Manager shall be drawn in five (05) copies and submitted to the Contracting Authority.

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

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

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

Personnel to be put in place

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

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

The following personnel shall be put in place:

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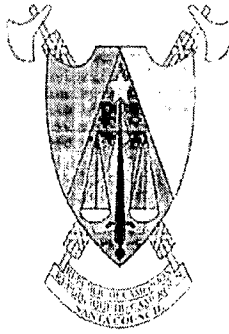
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OPEN NATIONAL INVITATION TO TENDER

NO. 14/ONIT/MINDDEVEL/NC/NCITB/NJIN-FEICOM/2021 OF .../.../2021 THROUGH THE
EMERGENCY PROCEDURE FOR THE CONTROL OF THE CONSTRUCTION OF MODERN
MARKET AT NJINIKOM IN NJINIKOM COUNCIL, BOYO DIVISION OF THE NORTH WEST
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INVITATION FILE

MAIL ENCLOSURE SLIP OF UNIT PRICE LIST

DOCUMENT No.4

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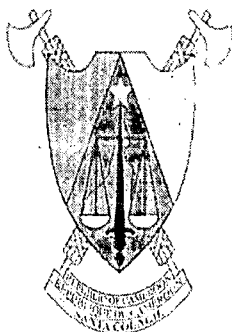
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MARKET AT NJINIKOM IN NJINIKOM COUNCIL, BOYO DIVISION OF THE NORTH WEST
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CONSULTATION FILE

DOCUMENT No.5

BILL OF QUANTITIES AND COST ESTIMATES

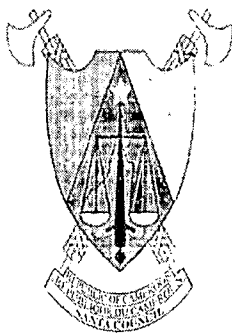
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DOCUMENT No.6

Technical bid Model Tables

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

4A. LETTER OF SUBMISSION OF TECHNICAL PROPOSAL

4A. Candidate's reference

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

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

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

Name of candidate: _____

Submit supporting documents

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

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

1. Technical/management personnel

Name of candidate:

.....

Name of employee:

.....

Profession:

.....

Diplomas:

.....

Date of birth:

.....

Number of years of employment by candidate: Nationality

Membership of professional associations/groups:

.....

.....

Specific duties:

.....

.....

Main qualifications:

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

.....

Training:

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

.....

.....

Attached documents:

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

.....

Professional experience:

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

																		Sub-total (1)
																		Sub-total (2)
																		Sub-total (3)
																		Sub-total (4)

Full time: _____ Part time: _____

Reports to be furnished: _____

Duration: _____

Signature: _____
(Authorised representative)

Name: _____

Position: _____

Address: _____

4H. Calendar of activities (work schedule)

A. Specify nature of activity

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

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

5.A Letter of submission of financial offer

[Place, date]

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

Sir/Madam,

5.G. Reimbursable costs by activity

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

5.π. Distribution of remuneration by activity

[illegible]

5.E. Unit cost of execution personnel

[illegible]

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5.J. Framework of detailed estimates

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

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

SUB- DETAIL OF UNIT PRICE					
DESIGNATION of the Price:					
No Price	Daily Output	Total quantity		Unit	Duration (days)
LABOUR	Category	Number	Daily salary	Days paid	Amount
TOTAL A					0
MAC HINES OR EQUI	TYPE	Quantity	Daily rate	Days paid	Amount

Document No. 9:

Model contract

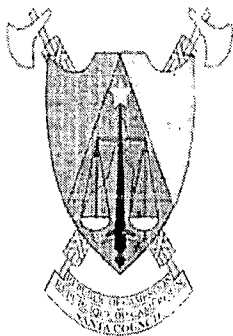
REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

REGION DU NORD-UEST

DEPARTEMENT DE BOYO

COMMUNE DE NJINIKOM

COMMISSION INTERNE DE
PASSATION DES MARCHE



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH WEST REGION

BOYO DIVISION

NJINIKOM COUNCIL

NJINIKOM COUNCIL
INTERNAL
TENDERS' BAORD

Jobbing Order N°00...../ONIT/NJINIKOM COUNCIL/NITB/2021
AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER NO.
14/ONIT/MINDDEVEL/NC/NCITB/NJIN-FEICOM/2021 OF .../.../2021 THROUGH THE
EMERGENCY PROCEDURE FOR THE CONTROL OF THE CONSTRUCTION OF MODERN
MARKET AT NJINIKOM IN NJINIKOM COUNCIL, BOYO DIVISION OF THE NORTH WEST
REGION

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

P.O. Box 0000 ____, Tel ____, Fax: ____

Business Registry No. ____ A issued at ____

Taxpayer's No. ____

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

AMOUNT OF CONTRACT:

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

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

FINANCING: [Indicate source of financing]

BUDGET HEAD: [To be filled]

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Terms of Reference (ToR)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates (DE)

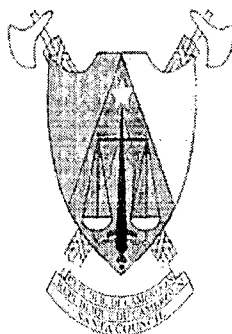
REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE BOYO

COMMUNE DE NJINIKOM

COMMISSION INTERNE DE
PASSATION DES MARCHÉ



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH WEST REGION

BOYO DIVISION

NJINIKOM COUNCIL

NJINIKOM COUNCIL
INTERNAL
TENDERS' BOARD

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

Table of model documents.

Annex No. 1: Declaration of intention to bid.

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 2: Model bid bond

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

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

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

Signed and authenticated by the bank at _____, on _____

The conditions of this commitment are as follows:

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

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

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

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

Bank: reference, address _____

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

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [indicate the subject of the services, the references of the Consultation document and the lot, if applicable] of the total sum corresponding to the advance of [thirty (30) %] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

Bank

Reference of guarantee: No.

To the Mayor of NJINIKOM Council, Contracting Authority

GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

For the management of the project the Control of the construction of a market at NJINIKOM in NJINIKOM Municipality, BOYO Division North West Region.

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

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

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

This bank guarantee shall take effect as from the date of notification of the Jobbing Order to the contractor. The original of this guarantee shall be kept at the NJINIKOM Council, BOYO Division /NW

The guarantee shall be released upon refund of the total amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

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

Done at, on

(Signature).....

ANNEXE N°5:

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

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

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

A- BANKS

- 1- Afriland First Bank (First Bank);
- 2- Banque Atlantique du Cameroun (BACM);
- 3- Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
- 4- City Bank Cameroon (City group);
- 5- Commercial Bank Cameroun (CBC)
- 6- Ecobank Cameroon (EcoBank);
- 7- National Financial Credit (NFC-BANK);
- 8- Societe Commerciale de Banques-Cameroun (CA SCB);
- 9- Societe Generale des Banques au Cameroun (SGBC);
- 10-Standard Chartered Bank Cameroon (SCBC)
- 11-Union Bank of Cameroon PLC(UBC)
- 12-United Bank for Africa (UBA)

B- INSURANCE COMPANIES

ANY APPROVED INSURANCE COMPANY IN THE REPUBLIC OF CAMEROON

