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REPUBLIC OF CAMEROON  
Peace – Work – Fatherland

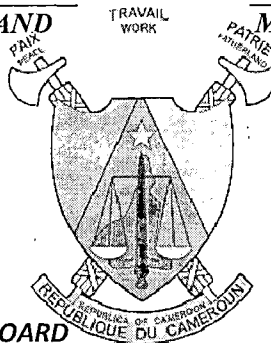
MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT

NORTH-WEST REGION

NJINIKOM MUNICIPALITY

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

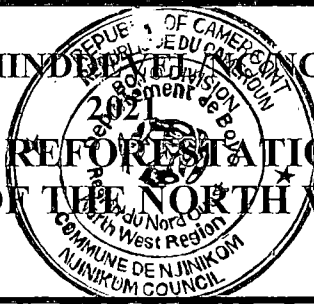
## NJINIKOM COUNCIL INTERNAL TENDERS' BOARD

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### OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

TENDER FILE N° 11/ONIT/MINDEF/BOYO DIVISION OF NJINIKOM CITB/PIB/2021 OF 11.05.21

(SUPPORT) FOR THE REFORESTATION OF NJINIKOM,  
BOYO DIVISION OF THE NORTH WEST REGION.



PROJECT OWNER: THE MAYOR OF NJINIKOM COUNCIL

FINANCING: MINFOF / PUBLIC INVESTMENT BUDGET - 2021

AUTHORIZATION NUMBER: 55 33 961 07 641644 2203 941

IMPUTATION: IW04978

PROJECT AMOUNT: 20,000,000 FCFA

BID BON: 400,000 FCFA

FILE COST: 40,000 FCFA

DURATION: THREE (03) CALENDAR MONTHS

FINANCIAL YEAR 2021

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland

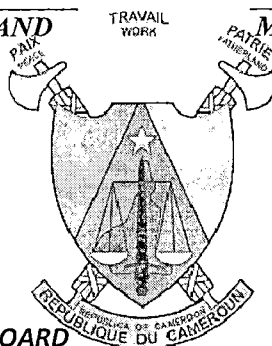
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MARCHES DE LA COMMUNE DE NJINIKOM

## OPEN NATIONAL INVITATION TO TENDER

TENDER FILE N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF 11/05/  
..../ 2021

(SUPPORT) FOR THE REFORESTATION OF NJINIKOM  
MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH  
WEST REGION.

FINANCING: MINFOF 2021

DOCUMENT N° 1  
TENDER NOTICE

## **TENDER NOTICE**

**OPEN NATIONAL INVITATION TO TENDER**  
**N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF 11/05/2021**  
**FOR (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO**  
**DIVISION OF THE NORTH WEST REGION.**

**FINANCING: PUBLIC INVESTMENT BUDGET 2021**

**1. SUBJECT OF THE INVITATION TO TENDER:**

Within the framework of the Public Investment Budget 2021, the Mayor of Njinikom Council, Boyo Division of the North West Region, Contracting Authority, hereby launches an Open National Invitation to Tender for **THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH WEST REGION**

**2. NATURE OF WORKS:**

The works comprise of

- Preliminary works
- Purchase and transportation of seedlings
- Site preparation and tree planting
- Maintenance/follow up

**3. PARTICIPATION AND ORIGIN:**

The tender is open to duly legalized Cameroonian enterprises that fulfill the requirements of this invitation to tender.

**4. FINANCING:**

The works which form the subject of this invitation to tender shall be financed by Public Invest Budget of the 2021 financial year; MINFOF.

**5. CONSULTATION OF THE TENDER FILE:**

Interested eligible bidders may obtain further information during working hours as from the date of publication of this tender notice, at the Njinikom Council, Mayor's Secretariat, Tel: 670 294 650

**6. ACQUISITION OF TENDER FILE:**

The complete tender file may be obtained from the General Secretariat of the Njinikom Council North West Region upon presentation of a treasury receipt attesting to the payment of a non-refundable sum of **40 000 FCFA**, at the Njinikom Treasury.

**7. SUBMISSION OF BIDS:**

Each bid drafted in English or French in Seven (07) copies including the original and six (06) copies marked as such, should reach the General Secretariat of the MAYOR's office North West Region not later than 02/06/21.... at 10 a.m. local time and labeled.

**OPEN NATIONAL INVITATION TO TENDER**  
**N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF .... / .... / 2021**  
**FOR (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO**  
**DIVISION OF THE NORTH WEST REGION.**

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

**8. ADMISSIBILITY OF OFFERS:**

Each bidder must include in his/her administrative documents a bid bond issued by a first rate bank approved by the Ministry in charge of finance and recognized by COBAC (Commission Bancaire pour l'Afrique Centrale) featuring on the list in Document 12 of the tender file of an amount of **400 000 FCFA** with a validity period of ninety (90) days from the date the bids are opened.

Under penalty of rejection, the required administrative documents must be imperatively produced as original documents or photocopies certified as authentic by the issuing authority, in accordance with the Special Regulations of the Invitation to Tender, within the last three months, otherwise they shall not be accepted.

Any bid not in compliance with the specifications of this tender notice and file shall be declared inadmissible. Notably, the absence of the bid bond issued by a first rate bank approved by the Ministry in charge of finance or its non-compliance with the model documents of the tender file shall lead to outright rejection of the bid without any possibility of appeal.

**9. OPENING OF BIDS:**

The bids shall be opened in single (01) phase on 02/06/21 at 11 am local time by the Tender Board of the Contracting authority in the Conference Hall of the Njinikom Council, in the presence of the bidders or duly authorized representatives having full knowledge of the file.

**10. DURATION OF EXECUTION:**

The maximum period provided for the execution of the works is fixed at 90 days (months).

**11. Eliminary criteria**

**11.1 Administrative documents**

- Absence 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.

**11, 2 - Technical File**

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

**11.3 - Financial Offer**

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

#### 11.4 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 of at least 25% of project amount	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

#### 12) Award:

The contract shall be awarded to the bidder who would have obtained a minimum technical score of 75% in the essential criteria and 100% in the eliminatory criteria, taken in consideration and who would have proposed a bid with the lowest amount, in conformity with the regulations of the tender documents.(see article 33 of the Public Contracts Code).

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

**14) COMPLEMENTARY INFORMATION:** Complementary information which could be technical in nature can be obtained from the NJINIKOM Council Tel.: Phone: (237) 670294650.

#### Copies:

- SDO/BOYO;
- ARMP/B,DA
- CHAIRPERSON OF DTB/BOYO;
- DD/MINMAP BOYO
- MINEPAT/BOYO
- DD MINDDEVEL BOYO
- NOTICE BOARDS
- FILE/CHRONO

NJINIKOM the 11/05/2021  
THE MAYOR OF NJINIKOM COUNCIL  
(Contracting Authority)



*Song Samuel Loh*

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland

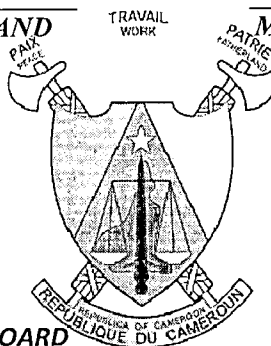
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## AVIS D'APPEL D'OFFRES

# AVIS D'APPEL D'OFFRES NATIONAL OUVERT (PROCEDURE D'URGENCE)

N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 DU 11/05/2021  
POUR LES TRAVAUX DE REBOISEMENT DE LA MUNICIPALITE DE NJINIKOM,  
DEPARTEMENT DE LA BOYO REGION DU NORD OUEST

**OBJET DE L'APPEL D'OFFRES:** Dans le cadre de l'exécution du Budget d'Investissement Public 2021, l'Etat de Cameroun représenté par, le maire de NJINIKOM lance un Appel d'Offres national ouvert pour les travaux de reboisement de la Commune de NJINIKOM lot 2 dans l'arrondissement de NJINIKOM, Département du Boyo, Région Du Nord-Ouest.

**LOT1: TRAVAUX DE REBOISEMENT DE NJINIKOM ;**  
**TRAVAUX DE REBOISEMENT DE NJINIKOM**

➤ Consistance des travaux :

- Installation au site
- Travaux preliminaire
- Travaux de terre
- Réapprovisionnement en plantation
- installation des Bancs
- Entrtien de plantation etablie

3) **DELAÏ D'EXECUTION :** Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de cent vingt jours continus (03 mois) à partir du jour de la notification de l'ordre de service

4) **Allotissement :**

5) **prévisionnel :** Le coût prévisionnel de l'opération à l'issue des études préalables est de ;

LO Ts	Subject	coût prévisionnel	N° de l'imputation	N° de l'autorisation de dépense
1	LES TRAVAUX DE REBOISEMENT DE LA COMMUNE DE NJINIKOM	20,000,000 FCFA	55 33 961 07 641644 2203 941	IW04978

6) **Participation et origine** : La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.

7) **FINANCEMENT**: Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du MINFOF.

9).**CAUTIONNEMENT PROVISOIRE**: Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une **garantie** de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréée par le Ministère en charge des Finances d'un montant égal à **400,000 FCFA**. Le cautionnement provisoire sera libéré au plus tard trente (120) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfet, Sous-Préfet ou Services Emetteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

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

8) **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 marie de NJINIKOM pendant les heures ouvrables contre présentation d'une quittance de versement de la somme non remboursable de **40,000 FCFA** à la recette municipal de la Commune de NJINIKOM.

9) **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 Marie de NJINIKOM, au plus tard le 02/06/21 ~~2021~~ 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 :

**OPEN NATIONAL INVITATION TO TENDER No. 11 /ONIT/MINDDEVEL/NC/NCITB /2020, OF 11/05 /2021 POUR LES TRAVAUX DE REBOISEMENT DE LA COMMUNE DE NJINIKOM, BOYO, REGION DE NORD OUEST.**

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

10) **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.

11) **Ouverture des plis**: L'ouverture des plis se fera le 02/06 ~~2021~~ à **11heures**, heure locale en une phase par la Commission communal de Passation des Marchés de la marie de NJINIKOM, (Salle de conférence de la Mairie de NJINIKOM) 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 évalue en 3 etapes

- > 1er etape: evaluation d'Offre technique
- > 2eme etape; Analyse d'offre financiere
- > 3eme etape; Critere d'evaluation sont les suivant:

14-10 Critères éliminatoires

- Absent de caution banque
- Les dossier non-conforme aux prescriptions de cet Dossier d'Appel d'Offre sera declarer non-recevable si la situation n'a pas regularise dan 48 heures
- Fausse déclaration et pièces falsifiées ;

14-12- L'Offre Technique

- Documents non-conforme ou documents scanne
- Fausse déclaration ou document scanne ;
- Obtention des notes inferieur a 75% de "OUI"

14-13- L'Offre Financiere

- L'Offre Financiere incomplet
- Documents non-conform
- Omission des quantités de Prix Unitaire dans offres financiere
- Absence des Prix detaillee.

14-14- Critères essentiels

L'Offre Technique de soumissionnaire sera évalue de mannier suivant:

No.	Critere	NOTE
1.	Presentation general	OUI/NON
2.	Qualite du personnel	OUI/NON
3.	Organisation Technique des Travaux	OUI/NON
4.	Equipment	OUI/NON
5.	Capacite financiere	OUI/NON
6.	References de l'entreprise dans la realisation similaire	OUI/NON
7.	Attestation et Rapport de visite du site	OUI/NON
8.	Non-existence dans l'Offre Technique les mentions "organisation,Methodologie et Planning"	OUI/NON
9	Cahier des Clauses Technique Particuliere paraphe a chaque page	OUI/NON
10	ahier des Clauses Administratif particuliere complete et paraphe a chaque page.	OUI/NON

15) Attribution : Cette évaluation sera binaire (OUI ou NON). Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disant, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

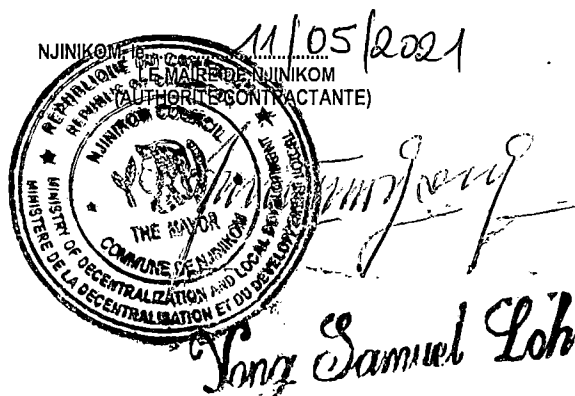
16) Durée de validité des offres : Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

17) Les Renseignements Complémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès du Maire de NJNIKOM Tel.: Phone:(237) 670294650.

18) Additif à l'appel D'offres: L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

Copies:

- Préfet/Boyo ;
- ARMP/B,da ;
- Présidents CPMF ;
- DD/MINMAP/Boyo ;
- DD/MINEPAT/BOYO
- DD MINDEVEL BOYO
- Affichage.
- Chrono





## DOCUMENT N° 2

# GENERAL REGULATIONS OF THE INVITATION TO TENDER

## GENERAL REGULATIONS OF THE INVITATION TO TENDER

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# **GENERAL RULES OF THE INVITATION TO TENDER**

## **A – GENERAL**

### **ARTICLE 1: SCOPE OF THE TENDER**

1.1: The Mayor of Njinikom Council, Boyo Division of the North West Region – Contracting authority, launches on Open National Invitation to Tender N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF .... / .... / 2021 (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH WEST REGION.as defined in the Special Regulations and specified in the supplies description and bill of quantities.

1.2.: The successful bidder must supply the goods within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Service Order to commence supplies.

1.3: In this Tender file, the term “Contracting authority” shall imply the Mayor of Njinikom Council, Boyo Division of the North West Region, and the term “day” means a calendar day.

### **ARTICLE 2: FINANCING**

The supplies forming the subject for this invitation to tender shall be financed by the MINFOF 2021

### **ARTICLE 3: FRAUD AND CORRUPTION**

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

- a) Defines, within the context of this clause, the following expressions in the following Manner:
  - i) Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of the;
  - ii) Is involved in “fraudulent manoeuvres” whoever deforms or distorts fact in order to influence the award or execution of a contract;
  - iii) “Collusive practices” 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 offers at levels not corresponding with those which will result from the forces of competition;

- iv) And "coercive practices" 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) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2. The Prime Minister, authority in charge of Public contracts may provisionally suspend a bidder for a duration of two years for any of the following reasons:

- a) Attempt to influence the award procedure
- b) Conflict of interest
- c) Initiating crime
- d) Fraud
- e) Corruption
- f) Use of non-authentic documents.

The suspension notwithstanding, the bidder may be pursued criminally.

#### **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 contractors, subject to the following provisions:

- a) A bidder (including all members of a group of enterprises and all sub-contractors to be 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.

A bidder shall be judged to be in a situation of conflict of interest if he:

- i) Is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- ii) Presents more than one offer within the context of invitation to tender, except authorized variants according to Article 15, where need be; meanwhile, this does not prevent the participation of sub contractors in more than one offer.
- c) The bidder must not be 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 law and
  - iii) not under the direct supervisory authority of the contracting authority.

#### **ARTICLE 5: MATERIALS, SUPPLIES, EQUIPMENT AND RELATED SERVICES.**

5.1. 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 materials, supplies, equipment and services.

5.2 Within this context, the term "supplies" shall designate products, raw materials, machines, equipments and industrial installations; and the term associated services shall designate services such as insurance, installation, training and initial maintenance.

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

#### **ARTICLE 6: QUALIFICATION OF BIDDER**

6.1. As an integral part of their offer, bidders must:

- a) Submit a power of attorney making the signatory of the offer bound by the offer; and
- b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

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

- i) Access to a credit line or availability of other sources of funding; considering the scope of the service, the production of recent balance sheets and turnovers may be required;

- ii) Orders acquired and contracts awarded;
- iii) Pending litigations and;
- iv) Availability of indispensable equipment.

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

- a) The offer must include all the information listed in Article 6(1) above;
- b) The offer and the contract must be signed in away that is binding on all members of the group;
- c) The nature of the group (joint or several) must be specified 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 Contracting authority with regard to the execution of the contract.
- e) In case of joint co-contracting, the co-contracting Authority into a single account; or on the other hand, each undertaking is paid in its own account by the contracting Authority where it is several co-contracting.

6.3. Bidder must equally present sufficiently detailed proposals to demonstrate that they Conform to the technical specifications and delivery time-limits set in the Special Regulations of the Invitation to Tender.

6.4. National bidders and groups of national and international bidders requesting to Benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish all the necessary information to prove that they satisfy the eligibility criteria set in Article 32 of the General Regulations of the invitation to Tender.

## **B – TENDER FILE**

### **ARTICLE 7: CONTENT OF TENDER FILE**

7.1. The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Beside the addendum (addenda) published in accordance with Article 9 of the General Regulations of the Invitation to Tender, it includes the following documents:

- a) The letter of invitation to tender (for restricted invitation to tender)
- b) The tender notice
- c) The General Regulations of the Invitation to Tender

- d) The Special Regulations of the Invitation to Tender
- e) The Special Administrative Clauses
- f) The description of the supplies which comprises:
  - The list of supplies and associates services
  - The technical specifications
- g) The Unit Price Schedule
- h) The detailed estimate schedule including the quantities to be executed
- i) The price sub-detail schedule
- j) Model Bid letter
- k) Model Bid Bond
- l) Model final bond
- m) Model of performance bond in replacement of retention guarantee
- n) Model contract
- o) Form relating to preliminary studies
- p) List of commercial banks and financial institutions approved by the Ministry in charge of finance authorized to issue bonds.

7.2. The bidder must examine and respect all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to an ejection of his offer.

#### **ARTICLE 8: CLARIFICATIONS ON THE TENDER FILE AND PETITIONS.**

8.1. Any bidder who wants to obtain clarifications on the Tender file may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the address indicated in the Special Regulations of the Invitation to Tender. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of offers.

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

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

8.3. The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board. It must reach the Contracting Authority not later than fourteen (14) days before the opening of bids.

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

#### **ARTICLE 9: AMENDMENT OF THE TENDER FILE.**

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

9.2 Any published addendum shall be an integral part of the Tender file, in accordance with article 7.1 of the General Regulation of the Invitation to Tender and must be communicated in writing or made known to all bidders who bought the tender file. The latter must acknowledge receipt of the addenda in writing to the Contracting Authority.

9.3. In order to give bidders sufficient time to take account of the addendum in the preparation of their offers, the Contracting Authority may postpone as is necessary, the deadline for the submission of offers, in accordance with provision of Article 22 of the General Regulation of the Invitation to Tender.

#### **ARTICLE 10: COST OF BIDDING.**

The bidder shall bear all costs associated with the preparation and submission of his bid, and the Contracting Authority, will in no case whatsoever be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **ARTICLE 11: LANGUAGE OF BID.**

The bid as well as all correspondences and documents relating to the bid 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 offer is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

#### **ARTICLE 12: BIDDING DOCUMENTS**

12.1. The Bid presented by the bidder shall include the documents detailed in the Special Regulations of the Invitation to Tender, duly filled and put together in three volumes:



**a) Volume 1: Administrative File**

It includes:

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

**b) Volume 2: Technical Offer**

**B.1. Information on qualification.**

The special regulations lists 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 regulations of the invitation to Tender specifies the constituent elements of the Technical offer of the Bidders especially: a detailed description of technical characteristics, the performance, mark, model and references of proposed materials accompanied with technical prospectus in conformity with article 17 of general regulations; and the calendar, planning and deadline for the supply of services.

**B.3. Proof of Acceptance of Conditions of the Contract.**

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

- 1. The Special Administrative Clauses (SAC)
- 2. The Technical specifications

**c) Volume 3: Financial Offer**

The special conditions specify the elements that will help in justifying the cost of the supplies, namely:

1. The signed and dated original offer (bid letter) prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimate;
4. The sub-details of prices and / or breakdown of all-in prices;

In this regard, the bidders shall use the documents and models provided in the Tender file, subject to the provisions of Article 17(1) of the General Regulations of the Invitation to tender concerning the other possible forms of guarantees.

12.2. If in accordance with the provisions of the special Regulations of Invitation to Tender, the bidders present offers for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

### **ARTICLE 13: CONTRACT AMOUNT**

13.1. The amount prices shall be indicated as required in the models of the unit price schedule and the price sub detail in the annex;

The contractor is free while indicating the prices; obtain an insurance policy from a transporter from any country on condition of eligibility attached to the funding convention.

The prices proposed in the models of the price sub detail for supplies and associated services shall be presented in the following manner:

- i. The price of goods EXW (factory, manufacture, showroom, warehouse or shop depending on the case) including custom duties, sales tax or others paid or to be paid on the components or raw materials used in the manufacturing or assembly of goods;
- ii. Sales tax and other taxes received on goods due if the contract is awarded;
- iii. The cost of internal transportation, insurance and other local services relating to the supply of goods at their final destination (site of project) as specified in Special regulations.

13.2. The prices offered by the bidder shall be firm during the period of the execution of the contract and shall not be subject to any revision otherwise it shall be not considered and consequently rejected in application of Article 29.3 of general regulations.

### **ARTICLE 14: CURRENCY OF BID AND PAYMENT.**

Prices shall be entirely drawn in CFA francs.

**ARTICLE 15. DOCUMENTS ATTESTING THE ADMISSIBILITY OF THE BIDDER**

The bidder shall furnish as an integral part of his bid, documents attesting that he satisfies the dispositions of Article 4 of general regulations.

**ARTICLE 16: DOCUMENTS ATTESTING THE ADMISSIBILITY OF GOODS**

16.1 In application of Article 5 of general regulations, the bidder shall furnish as an integral part of his bid, documents attesting that the goods and services which he proposes in the execution of the contract satisfies the criteria of origin;

16.2 These documents shall consist of a declaration on the country of origin of the goods and services proposed in the unit price schedule and to be confirmed by a certificate of origin issued at the time of loading.

**ARTICLE 17: DOCUMENTS ATTESTING THE CONFORMITY OF GOODS**

17.1 The establish the conformity of goods and associates services in the tender file, the bidder shall furnish in his bid written proofs that the goods conforms in the technical specifications and norms specified in the goods description.

17.2 These proofs shall be in the form of a prospectus, drawings or data and shall comprise a detailed description of the main technical characteristics and the performance of goods and associated services corresponding to the specifications of the goods.

17.3 The bidder shall equally furnish a detailed list of the source and current prices of spare parts, special tools, etc. necessary for the smooth and continuous functioning of goods from the start of usage and during the guarantee period.

17.4 the norms applicable to the mode of execution, manufacturing procedure, equipments, and materials as well as the references to the mark or the catalogue numbers specified by the Contracting Authority in the bill of quantities, calendar of supplies and technical specifications are only indicative and not binding.

The bidder may substitute other quality norms, marks and/or catalogue numbers, with the hope that it satisfies the aspirations of the Contracting Authority, that they are either equivalent or superior to the specifications in the price schedule and technical specifications.

**ARTICLE 18. DOCUMENTS ATTESTING THE QUALIFICATION OF THE BIDDER**

- a. If the special conditions stipulates that, the bidder wishing to supply goods he doesn't manufacture, the said bidder is duly authorized by the manufacturer of these goods to supply them in Cameroon;
- b. That the bidder has the financial, technical and production capacity necessary to execute the contract;
- c. That, in the case where the bidder does not carryout activities in Cameroon, he shall (if the contract is awarded to him) be represented by an agent with the necessary means and capacity to assure the maintenance, repairs, and storage of spare parts as per the Special administrative Clauses and/or technical specifications.
- d. That the bidder has required experience for similar jobs as those prescribed in the tender file.

**ARTICLE 19: BID BOND.**

19.1. In application Article 12 of the General Regulations, the bidder shall furnish bid bonds as specified in the Special Regulations and which bid bond shall be an integral part of his offer.

19.2. The bid bond must conform to the model presented in the Tender file; other models may be authorized subject to the prior approval of the Contracting Authority. The bid bond will remain valid for ninety (90) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of Article 20(2) of the General Regulations.

19.3. Any offer without an acceptable bid bond shall be rejected by the Tenders Board for non conformity. The bid bond of associated enterprises must be established in the name of the group submitting the offer and mention each member of the association grouping.

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

19.5. The bid bond of the successful bidder shall be released as soon as the latter signs the contract and furnishes the required final bond.

19.6. The bid bond may be seized:

- a) If the bidder withdraws his offer during the period of validity;
- b) If the retained bidder:
  - i) Fails in his obligation to register the contract in application of Article 39 of the General Regulations
  - ii) Fails in his obligation to furnish the required final bond in application of Article 40 of General Regulations.

## **ARTICLE 20.        VALIDITY OF BIDS**

20.1. Bids must remain valid for sixty (60) days as stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of Article 23 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority as not being in conformity.

20.2. 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 19 of the General Regulations shall equally be extended for corresponding duration. A bidder may refuse to extend the validity of his offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer nor shall he be authorized to do so.

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

## **ARTICLE 21:        FORMAT OF SIGNING OF BID.**

21.1. The bidder shall prepare an original of the documents described in Article 21 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number of copies required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

21.2. The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the

person(s) duly empowered to sign on behalf of the bidder, in accordance with Article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialed by the signatory (ies) of the bid.

21.3. The bid shall bear no modification, cancellation or alteration unless such corrections are initialed by the signatory (ies) of the bid.

#### **D. SUBMISSION OF BIDS**

##### **ARTICLE 22: SEALING, MARKING OF BIDS**

22.1: The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

22.2. The external and internal envelopes:

- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) Should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING BID OPENING SESSION".

22.3. The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting authority return the sealed bid if it is late in accordance with Article 23 of the General Regulations

22.4. If the external envelope is not sealed and marked as indicated in paragraphs 22(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

##### **ARTICLE 23: DEADLINE FOR SUBMISSION OF BIDS.**

23.1. Bids must be received by the Contracting authority at the address specified in Article 22(2) of the special Regulations not later than the date and time stated in the Special Regulations.

23.2. The Contracting Authority may, at his discretion, extend the deadline set for the submission bids by publishing an addendum in accordance with the provisions of Article 9 of the General Regulations. In which case, all rights and obligations of the Contracting Authority and bidders previously subject to the initial deadline will thereafter be subject to the deadline as extended.

#### **ARTICLE 24: LATE BIDS**

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

#### **ARTICLE 25: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS.**

25.1. 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 deadline for submission. The said notification must be signed by an authorized representative in application of Article 21(2) above. 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".

25.2. The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of Article 22 of the General Regulations. The withdrawal may equally be notified by fax 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 deadline for submission, of bids.

25.3. Bids being requested to be withdrawn in application of Article 25(1) shall be returned unopened.

25.4. No bid may be withdrawn during the interval between the submissions 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 19(6) above.

#### **E. OPENING OF ENVELOPES AND EVALUATION OF BIDS.**

##### **ARTICLE 26: OPENING OF ENVELOPES AND PETITIONS**

26.1. The Competent Tenders Board shall open the bids in one or two phases and in the presence of bidder's representatives who choose to attend at the time, on the date and at the place specified in the special Regulations. Representatives of bidders shall sign a register attesting to their presence.

26.2. Firstly, bids marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the bids containing the corresponding offer 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 bids marked "Replacement bids" are opened and announced to the hearing of everyone and the new corresponding offer 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 bids marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding offer. 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.

26.3. All bids 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 offers) and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

26.4. 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.

26.5. Bid opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and deadlines 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.

26.6. At the end of each bid opening session, the chairperson of the Tenders Board immediately hands over to the person designated by ARMP an initialed copy of the bids presented by bidders.



26.7. In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts, the Contracting Authority. It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition from duly signed by the petitioner and possibly by the chairperson of the Tenders Board. The Independent observer attaches to his report the sheet that was handed to him, including any related comments or observations.

**ARTICLE 27: CONFIDENTIAL CHARACTER OF THE PROCEDURE.**

27.1. No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the award.

27.2. Any attempt by a bidder to influence the Evaluation Sub committee of bids or the Contracting Authority in his award decision may cause the rejection of his bid.

27.3. Notwithstanding the provisions of paragraph 27.2, between the opening of bids and the award of the contract, if a bidder wishes to contact the Contracting Authority about his bid, he may do so in writing.

**ARTICLE 28: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY.**

28.1. To ease the examination, evaluation and comparison of bids, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but, however, no change on the amount or content of the bid should be sought, offered or authorized except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-Committee during the evaluation in accordance with the provisions of Article 32 of the General Regulations.

28.2. Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tender Board and the Evaluation Sub-Committee for questions related to their bids, between the opening of bids and the award of the contract.

**ARTICLE 29: DETERMINATION OF CONFORMITY OF BIDS.**

29.1. The Evaluation Sub-Committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

29.2. The Evaluation Sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

29.3. A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

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

29.4. If a bid is essentially not in conformity it shall be rejected by the competent Tender Board and shall not eventually be rendered in conformity.

29.5. The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modification, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

#### **ARTICLE 30: EVALUATION OF TECHNICAL OFFER**

30.1 The sub-committee for the evaluation of bids shall examine the bids in conformity with conditions specified in the special conditions and Special Administrative Clause;

30.2 The sub-committee for the evaluation of bids shall evaluate the technical aspects of the bids in conformity of article 17 of general regulations in order to assure that all the stipulations in the price schedule, the calendar of supply and goods description (technical specifications, plans, inspections and tests) are respected without substantial divergence or reserve.

30.3. If after the examination of terms and conditions of the invitation to tender and technical evaluation, the sub-technical committee for evaluation of bids establishes that the bid is not in conformity in accordance with Article 29 of general conditions, it shall propose to the tender board to eliminate such bid.

#### **ARTICLE 31: QUALIFICATION OF THE BIDDER.**

The Evaluation sub-committee shall ensure that the successful bidder, who has an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Article 6 of the special Regulations. It is essential to avoid any arbitrariness in determining qualification.

#### **ARTICLE 32: CORRECTION OF ERRORS.**

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

32.2. 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.

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

#### **ARTICLE 33: EVALUATION AND COMPARISON OF BIDS AT THE FINANCIAL LEVEL.**

33.1. Only bids considered as being in conformity, as per the provisions of Article 29, 30 and 31 above, shall be evaluated and compared by the Evaluation sub committee.

33.2. By evaluating the bids, the Evaluation sub committee shall take into account the following elements:

- a) The price of the bid indicated in accordance with the provision of article 13 of general regulations of the invitation to tender;

b) The adjustment of prices to correct arithmetical errors in application of Article 32 of general conditions.

33.3. To evaluate the amount of bid, the Evaluation sub committee may, equally take into consideration other factors other than the bid price whose characteristics, performance of goods and services and their conditions of purchase.

The retained factors and précised in the general regulations as the case may be shall be expressed in monetary terms in order to facilitate the comparison of bids.

#### **ARTICLE 34. COMPARISON OF BIDS.**

The evaluation sub-committee shall compare all bids in conformity to determine the lowest bid in application of provisions of article 33 of the general conditions.

#### **F. AWARD OF CONTRACT.**

##### **ARTICLE 35: AWARD**

35.1. The Contracting authority shall award the contract to the bidder whose bid was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest by including, where necessary, proposed rebates.

35.2. If, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot, as well as their financial situation at the time of award.

#### **ARTICLE 36: THE RIGHT OF THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE.**

The Contracting authority reserves the right to cancel a procedure of invitation to tender after the authorization of the Prime Minister where the offers have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

#### **ARTICLE 37: RIGHT TO MODIFY QUANTITIES DURING AWARD OF CONTRACT**

The Contracting Authority, during the award, reserves the right to increase or decrease by 15% the initial quantities of goods and services specified in bill of quantities without changing the unit prices and other terms and conditions.

#### **ARTICLE 39: NOTIFICATION OF AWARD OF THE CONTRACT.**

Prior to the expiration of the period of bid validity set in the Special Regulations, the Contracting Authority shall notify the successful bidder by fax confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Contracting Authority will pay the contractor to execute the works and the execution deadline.

**ARTICLE 39. PUBLICATION OF RESULTS OF AWARD AND PETITIONS.**

39.1. 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 offers.

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

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

39.4. In case of petition, it should be addressed to the Authority in charge of Public Contracts, with copies to the body in charge of the Regulation of Public Contracts, the Contracting Authority and the chairperson of the Tenders Board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

**ARTICLE 40: SIGNING OF THE CONTRACT.**

40.1. After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board. (**WHERE APPLICABLE**)

40.2. The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

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

**ARTICLE 41: FINAL BOND.**

41.1. Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

41.2. The final bond whose rate varies between two percent (2%) and five percent (5%) of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting authority as beneficiary or by a joint or several guarantee.

41.3. 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.

41.4. Failure to produce the final bond within the prescribed deadline shall likely cause the termination of the contract under the terms laid down in the General Administrative clauses.

## **DOCUMENT N°. 3: SPECIAL REGULATIONS OF THE INVITATION TO TENDER (OMPP)**

ARTICLE 1: a) Definition of works: The object of this tender is (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH WEST REGION

b) Name and address of the Contracting Authority: the Mayor of NJINIKOM Council, P.O Box 06, NJINIKOM, Phone: (237) 670294650.

Reference of Invitation to tender: OPEN NATIONAL INVITATION TO TENDER  
N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF .... / .... / 2021  
FOR (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST,  
BOYO DIVISION OF THE NORTH WEST REGION.

ARTICLE 2: Execution deadline: Ninety (90) days

:

ARTICLE 3: Source of financing: Works which form the subject of this Invitation to Tender shall be financed through the 2021 Public Investment Budget of the Ministry of Forestry and Wild Life (MINFOF)

ARTICLE 4 Origin of building materials and supplies: The materials shall generally be from sources in Cameroon.

ARTICLE 5: ADMISSIBILITY OF BIDS: At the risk of being rejected, only originals or certified true copies by the issuing services or administrative authorities 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. 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

ARTICLE 6: Language of the bids: The offer like any correspondence and all documents concerning the tender, exchanged between the Tenderer and the Administration shall be written either in English or in French.

ARTICLE 7: 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:

### **7.10- Eliminary criteria**

#### **7.11- Administrative documents**

- Absent of Bid bond

- Any Administrative document not in conformity with the prescriptions of this tender file shall result 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.

#### 7.12- Technical File

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

#### 7.13- Financial Offer

- Incomplete financial Offer;
- Non-compliant documents;
- 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 25% of project amount	YES/NO
6.	References of the bidder	YES/NO
7	Attestation and report of site visit	YES/NO
8	Nonexistence 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**  
**N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF .... / .... / 2021**



**FOR (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST,  
BOYO DIVISION OF THE 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 NJINIKOM council treasury in the amount of 40,000 (forty Thousand) Fcfa as stipulated in the Tender Notice.
A.3	A bid bond of 400,000 (Four Hundred Thousand) FCFA 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 48hour to comply. This role 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"> <li>- Table of content page</li> <li>- Coloured page separators</li> <li>- Presentation of documents in the order given in this Tender File</li> <li>- Clarity of the documents presented</li> <li>- Quality of binding (Spiral binding /slotting with transparent fly leaf on the front cover)</li> <li>- Special Administrative and Technical conditions present</li> </ul>		
B.2	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b>		
B.2.1	List of references of the enterprise in similar jobs of at least 15 000 000 FCFA 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) Minimum acceptable: 02 Contracts realized in the domain of building construction over the last 05 years		
	1st Reference		
	2nd reference		
NB: Final Acceptance for 2017 - 2019 and provisional Acceptance for 2017- 2019 should be presented for the two references.			
B.3	<b>QUALIFICATION AND EXPERIENCE OF THE TECHNICAL STAFF</b>		
B.3.1	01- works supervisor		
	Qualification of the works supervisor: Senior Forestry Technician (or any equivalent diploma) Professional experience in the domain of forestry engineering (or any equivalent qualification) of at least three (03) years <ul style="list-style-type: none"> <li>➤ CV signed and dated by the supervisor,</li> <li>➤ A certified copy of the technical diploma</li> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ An attestation of availability signed and dated by the concerned</li> <li>➤ Certified copy of ID card signed and dated by the Police</li> </ul>		
B.3.2	<b>02 - Site foreman ( at least Basic forestry Engineering or equivalent)</b>		
	Qualification of the Site foreman: (at least Basic forestry or Agro pastoral Technician with at least three years'		

	experience in the domain of Civil Constructions and other works.		
	Professional experience of the Site foreman in the domain of forestry Engineering and other works for at least three (03) years ➤ 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>B.3.3</b>	<b>03- Other personnel</b>		
	➤ 02 (two) Labourers with at least GCE O/L Technical/General in or its equivalent (CAP Maçonnerie) and with 3 years professional experience in the domain of tree planting. Certified copy of their certificate and NIC should be included ( CVs signed and dated by the candidates)		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
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 (To be submitted only by the winner, after publication of results)		
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>B.6</b>	<b>FINANCIAL CAPACITY</b>		
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.

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

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

ARTICLE 10: Transport and delivery: The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

ARTICLE 11: Guarantee and retention guarantee.

11.1 Provisional guarantee: The amount of the provisional guarantee or guarantee of tender is fixed at 200,000FCFA (Two Hundred Thousand) FCFA. The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

11.2 Final Bond: The final Bond is fixed at two percent (2%) of the initial amount of the services envisaged in the country. It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

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

11.3 Guarantee Retention: A guarantee Retention of ten percent (10%) shall be operated on the amount including all taxes of the contract. The guarantee and corresponding sum shall be paid or released, after the final acceptance of works.

ARTICLE 12: Period of validity of the offers: The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers. If at the end of this period, the contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 13: Number of copies of Bids to be submitted: The bids, as all the parts accompanying it shall be submitted in seven (07) copies, including one (01) original and six (06) copies. The bidder shall present his documents in a sealed labeled external envelope marked:

**OPEN NATIONAL INVITATION TO TENDER  
N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF .... / .... / 2021  
FOR (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST,  
BOYO DIVISION OF THE NORTH WEST REGION.**

**TO BE OPENED ONLY DURING THE BIDS OPENING SESSION»**

ARTICLE 14: Date and latest time of deposit of bids: The bids will have to arrive under closed fold and seal latest \_\_\_\_\_/2021 at 10:00am, by mail registered with acknowledgement of delivery or by deposit against a receipt to the following address:

NJINIKOM council, P.O Box 06, NJINIKOM

Tel.: Phone: (237)00000000 Email: NJINIKOMcouncil2014@gmail.com, Website:  
NJINIKOMcouncil.org

Beyond the above stated date and time, no bids shall be accepted.

ARTICLE 15: Opening of the bids: The opening of the folds will be carried out in the NJINIKOM Council hall on the \_\_\_\_\_/2021 as from 11:00 AM, by the NJINIKOM Council Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the bids.

ARTICLE 16: Examination of bids: The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided. If the documents were produced following the tender file requirements. Whether they contain calculation errors, and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price;
- If there is contradiction between the price in words and the price in figures, the price in words will govern;
- If there is a contradiction between the amount in the unit price in the bill of quantities and estimates, and the unit price breakdown (sub detail), the amount in the unit price breakdown shall govern.

**AWARD OF THE CONTRACT**

ARTICLE 17: Award of the contract: Upon the proposal of the Tenders Board, the Contracting Authority shall award the contract to the technically qualified bidder with the lowest amount. The decision carrying the award of the contract shall be published by way of press release or any other means of publication used in the Administration.

**DOCUMENT N° 4**

**SPECIAL ADMINISTRATIVE CLAUSES**

## **SPECIAL ADMINISTRATIVE CLAUSES (SAC)**

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#### **Chapter II: Financial conditions**

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### **Chapter I: General**

**Article 1: Subject of contract:** The purpose of this contract is the for the (support) for the Reforestation of Njinikom Municipal forest in the NJINIKOM Municipality of Boyo Division, North West Region-

**Article 2: Contract award procedure:** This contract is awarded through an Open National Invitation to Tender by emergency procedure.

### **Article 3: Definitions and duties**

#### **3.1 General definitions**

- The **Contracting Authority:** shall be the **Mayor of NJINIKOM Council:** He shall award the contract, ensure the preservation of originals of said contract documents and the transmission of copies to the Delegation in charge of Public Contracts and to the body in charge of regulation.
- The **Project Owner:** shall be the **Mayor of NJINIKOM Council.** He shall represent the beneficiary administration of the works.
- The **Contract Manager:** shall be the **Secretary General for NJINIKOM Council.** She shall ensure respect of the administrative, technical and financial conditions and contractual deadlines.
- The **Contract Engineer:** shall be the **Divisional Delegate of Forestry and Wild Life for Boyo,** hereinafter referred to as the Engineer.
- The **Project Manager** shall be the **Council Development Officer** for Njinikom Council. He/She shall ensure the quality and quantity of works as prescribed by the regulations in force up to the acceptance stage. He may assist at the definition and preparatory stages

**3.2 Security:** This contract may be used as a security subject to any form of transfer of the debt.

In this case:

- The authorities in charge of authorising payments shall be the **Mayor of NJINIKOM Council**
- The authority in charge of the clearance of expenditures shall be the **Divisional Finance Controller Boyo**
- The body or official in charge of payment shall be the **Municipal Treasurer of NJINIKOM Council**
- The official competent to furnish information within the context of execution of these contracts shall be the **Divisional Delegate of Public Contracts.**
- The service for the controlling and monitoring of the project shall be the **Divisional Control Brigade of MINMAP Boyo**

### **Article 4: Language, applicable law and regulation**

**1.1** The language to be used shall be English or French.

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

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

Article 5: Constituent documents of the contract: The constituent contractual documents of this contract 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 General Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans;
- 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;
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 \_\_\_\_\_/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 NJINIKOM Council.

b) In the case where the Project Owner is the addressee: The Mayor of NJINIKOM 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 NJINIKOM 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 Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.

1.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.

1.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.

1.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

**1.7** The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

**1.8** Concerning Administrative Orders signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

#### **Article 9: Contracts with conditional phases:**

**9.1** This contract shall be in one phase only. At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

**9.2** The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

#### **Article 10: Contractor's equipment and personnel:**

**10.1** Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification of personnel, the contractor shall replace the personnel by another member of staff of equal competence or more (qualifications and experiences).

**10.2** In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has 5 (five) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

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

### **Chapter II: FINANCIAL CONDITIONS**

#### **Article 11 Guarantees and bonds:**

**11.1** Final bond: The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.

**11.2** Performance bond: The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor.

**11.3** Guarantee of start-off advance: At the request of the contractor a start-off advance of 20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%, shall be accorded him and conditions for the return of the guarantee]

Article 12: Amount of the contract: The amount of this contract as indicated by the attached bill of quantities and estimates is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in letters) CFA francs Inclusive of All Taxes; that is:

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

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

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

b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No. \_\_\_\_\_ opened in the name of the contractor in \_\_\_\_\_ bank.

**Article 14: Price variation:**

**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:**

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

**21.2** Monthly detailed account: Not later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

Only the amount exclusive of VAT shall be paid to the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved. The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelve of the month. The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by the Project owner within a maximum deadline of three (03) calendar days from the date of submission of the approved detailed accounts.

**21.3** Detailed account of start-off account: Not applicable

**Article 22:** Interest on overdue payments: Possible interests on overdue payments are paid by statement of sums due in accordance with article 166 of Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

**Article 23:** Penalties:

**A. Penalties for delay**

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

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

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

**B. Specific penalties**

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

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

**Article 24:** Payment in case of a group of enterprises: ..

1. In the case of a group of enterprises, indicate the method of payment of co- and sub-contractors, where need be.
2. Indicate the method of payment of sub-contractors, where need be.

**Article 25:** Final detailed account:

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

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

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

**Article 26: General and final detailed account**

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.

**Article 35: Documents to be furnished by the contractor:**

**35.1** Programme of works, Quality Assurance Plan and others.

- a) Within a minimum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the Contract Engineer the execution programme of the works, his work calendar, his draft Quality Assurance Plan and the Environment Impact Notice, where applicable.

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

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

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

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

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5)

days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

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

### 35.2 Execution draft

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

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

Article 36: Organisation and safety on site: Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. The services to inform in case of interruption of traffic or along the deviated itinerary are the Delegated Contracting Authority, Project Owner, contract Engineer

**ARTICLE 37:** Commencement of work: Before the commencement of work, the contractor shall be installed on the site by a commission that is made up of the following:

- ❖ The Project Owner or his representative..... (Chairperson)
- ❖ The Contract Manager ..... (Member)
- ❖ The Contract Engineer or his representative..... (Secretary)
- ❖ The Project Manager .....(member)
- ❖ The Divisional Delegate of MINMAP or his representative;..... ( Member)
- ❖ The Divisional Delegate of MINEPAT or his representative.....(Member)
- ❖ The Contractor or his 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)
- NJINIKOM Council Stores Accountant.....(Member)
- The Divisional Delegate MINMAP or his representative .....(observer)
- The Divisional Delegate MINEPAT or his representative.....(Member)
- The Contractor or his Representative.....(Member)

The commission shall examine the report of the Pre-acceptance and shall proceed to the Provisional Acceptance if satisfied with the works executed. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

**Article 45: Final acceptance:** Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee. The commission and procedure for final acceptance shall be the same as for Provisional Acceptance

**Article 46: Guarantee Period:** The guarantee period shall last for one (01) year from the date of the provisional acceptance.

## **Chapter V: SUNDRY PROVISIONS**

### **Article 47: Termination of the contract (article 74 of the GAC)**

The contract may be terminated as provided for in Section II Paragraph 1 and 2 of Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- Death of the allottee.
- Bankruptcy of the allottee
- Judicial liquidations
- In case of sub-contracting, co-contracting or subsidiary orders with the prior authorisation of the project owner
- Failure to comply with labour laws and regulations
- Significant price variation under the conditions laid down by the General Administrative Clauses due to changes in economic conditions or in the initial quantities of the contract.
- Duly established fraudulent and corrupt practices .

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

**Article 48:** Case of force majeure (article 183 of the GAC): If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- *Rainfall: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: decennial flood frequency.*
- *War and insecurity*
- *Road blockage*
- *Terror*
- *Outbreak of pandemic*

**Article 49:** Disagreements and disputes (article 187 of the GAC): Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

**Article 50:** Production and dissemination of this contract: Ten (10) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

**Article 51:** Entry into force of this contract: This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

**Article 52 and last:** INFORMATION TO BE POSTED: The Contractor shall put up a visible sign board (total height=2.80m, width=1.20m, board thickness=2.5cm at 1,20m above the ground level with poles embedded in concrete) at the entrance to the site on a place approved by the Contract Engineer, bearing the following text written on one side of the board.

**REPUBLIC OF CAMEROON**

**Peace - Work – Fatherland**

**OPEN NATIONAL INVITATION TO TENDER  
N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF .... / .... / 2021  
FOR (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL  
FOREST, BOYO DIVISION OF THE NORTH WEST REGION.**

**CONTRACTING AUTHORITY: THE MAYOR OF NJINIKOM COUNCIL**

**PROJECT OWNER: THE MAYOR OF NJINIKOM COUNCIL**

**CONTRACT MANAGER: THE COUNCIL DEVELOPMENT OFFICER OF  
NJINIKOM COUNCIL**

**FINANCING: 2021 PUBLIC INVESTMENT BUDGET (MINFOF)**

**CONTRACTOR: .....**

**CONTRACT ENGINEER: THE DIVISIONAL DELEGATE OF FORESTRY AND  
WILD LIFE BOYO DIVISION**

**DURATION OF CONTRACT: THREE MONTHS (90 CALENDAR DAYS)**

# DOCUMENT N° 5

## SPECIAL TECHNICAL CONDITIONS

PLANS

INSPECTIONS AND TESTING

# DOCUMENT N° 6

## SCHEDULE OF UNIT PRICES

### SCHEDULE OF UNIT PRICES

UNIT PRICE SCHEDULE (SUPPORT) FOR THE REFORESTATION OF NJINIKOM  
MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH WEST REGION.

No	Description	Unit	Quantity	Unit cost figures	Total cost in words
<b>LOT 100: Purchase and transportation of seedlings</b>					
101	Prunus Africana	Seedlings	3000		
102	Measopsis	"	1000		
103	Callistemon	"	300		
104	Cassia SP	"	500		
105	Kaya Senegalese	"	200		
<b>Sub Total Lot 100</b>					
<b>LOT 200: SITE PREPARATION AND PLANTING</b>					
201	Site clearing / Installation	M2	300		
202	Pegging	Pegs	5000		
203	Holing	holes	5000		
204	Soil preparation putting into holes	holes	5000		
205	Planting	Seedlings	5000		
<b>Sub Total Lot 200</b>					
<b>LOT 300: MAINTENANCE/FOLLOW UP/TREATMENT</b>					
301	Beating up	Ff	1		
302	Plant protection	seedlings	5000		
303	Phytosanitary treatment	ff	1		
304	Fire extinguishers	ff	2		
305	Boots and machetes	ff	10 each		
306	Kaki jackets and helmets	ff	10 each		

# DOCUMENT N° 7

## BILL OF QUANTITIES AND COST ESTIMATES

### BILL OF QUANTITIES AND COST ESTIMATE (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH WEST REGION.

No	Description	Unit	Quantity	Unit cost	Total cost
<b>LOT 100: Purchase and transportation of seedlings</b>					
101	Prunus Africana	Seedlings	3000		
102	Measopsis	"	1000		
103	Callistemon	"	300		
104	Cassia SP	"	500		
105	Kaya Senegalese	"	200		
<b>Sub Total Lot 100</b>					
<b>LOT 200: SITE PREPARATION AND PLANTING</b>					
201	Site clearing / Installation	M2	300		
202	Pegging	Pegs	5000		
203	Holing	holes	5000		
204	Soil preparation putting into holes	holes	5000		
205	Planting	Seedlings	5000		
<b>Sub Total Lot 200</b>					
<b>LOT 300: MAINTENANCE/FOLLOW UP/TREATMENT</b>					
301	Beating up	Ff	1		
302	Plant protection	seedlings	5000		
303	Phytosanitary treatment	ff	1		
304	Fire extinguishers	ff	2		
305	Boots and machetes	ff	10 each		
306	Kaki jackets and helmets	ff	10 each		
<b>Sub Total Lot 300</b>					
<b>RECAPULATIF</b>					
<b>LOT 100: Purchase and transportation of seedlings</b>					
<b>LOT 200: Site preparation and planting</b>					
<b>LOT 300: Maintenance / follow up / phytosanitary treatment</b>					
<b>TOTAL WITHOUT TAXES</b>					
<b>VAT (19.25%)</b>					
<b>AIR (2.2%) or 5.5%</b>					
<b>Total Taxes inclusive</b>					
<b>Net payable</b>					

# DOCUMENT N° 8

## FRAMEWORK OF SUB DETAIL OF PRICES

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	

# DOCUMENT N° 9

## MODEL JOBBING ORDER

**REPUBLIC OF CAMEROON**  
*Peace – Work – Fatherland*

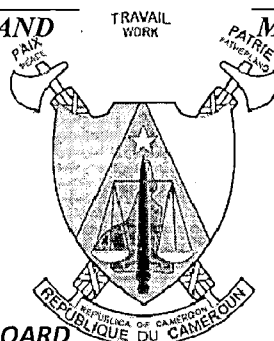
**MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT**

**NORTH-WEST REGION**

**NJINIKOM MUNICIPALITY**

**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**

**JOBGING ORDER NO. \_\_\_\_\_/JO/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF**

**\_\_\_\_\_ Awarded after an Open National Invitation to Tender OPEN NATIONAL  
INVITATION TO TENDER N° 11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF .../ .../  
2021 FOR (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST,  
BOYO DIVISION OF THE NORTH WEST REGION.**

**BENEFICIARY: ..... (Contractor and complete address)**

B.P. .... at ..... Tel: ..... Fax .....

Business Registry No: ..... at .....

Tax Payers' Card No: .....

**OBJECT:** (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH WEST REGION.

**AMOUNT IN FCFA:**

Amount tax inclusive	
Amount without Taxes	
VAT (19.25%)	
A.I.R. (2,2%)	
Net Payable	

**FINANCING:** MINFOF 2021

**BUDGET HEAD:**

**LOCATION:** NJINIKOM.

**SUBSCRIBED ON:** \_\_\_\_\_

**SIGNED ON:** \_\_\_\_\_

**NOTIFIED ON:** \_\_\_\_\_

**REGISTERED ON:** \_\_\_\_\_

**BETWEEN:**

The Government of the Republic of Cameroon, represented by the Mayor of Njinikom Council, Boyo Division of the North West Region, hereinafter referred to as the "The Contracting Authority"

**ON THE ONE PART,**

**AND**

**Enterprise** .....

Whose head office is at .....

Hereinafter referred to as the "Contractor"

Represented by its Director, Mr .....

Address: P.O. Box ..... Tel ..... Fax .....

Reg. No .....

Tax Payers' Card No .....

**ON THE OTHER PART**

**IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:**

**SUMMARY**

Part I: Special Administrative Clause (SAC)

Part II: Special technical Conditions (STC)

Part III: Schedule of Unit Prices

Part IV: Details or Estimates

Page ..... and last of Jobbing Order No \_\_\_\_\_ **JOBGING ORDER**

**NO. \_\_\_\_\_/JO/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF \_\_\_\_\_** Awarded after an  
Open National Invitation to Tender **OPEN NATIONAL INVITATION TO TENDER N°**  
**11/ONIT/MINDDEVEL/NC/NCITB/PIB/2021 OF .... / .... / 2021 FOR (SUPPORT) FOR**  
**THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO DIVISION OF THE**  
**NORTH WEST REGION.**

**DELIVERY DEADLINE 90 DAYS (THREE months)**

**AMOUNT OF JOBBING ORDER IN FCFA:**

Amount tax inclusive	
Amount without Taxes	
VAT (19.255)	
A.I.R. (2.2 OR 5.5%)	
Net Payable	

**Read and accepted by the Contractor**

Njinikom ..... (date)

**Signed by the Mayor of Njinikom Council, Boyo Division of the North West Region**

Njinikom ..... (date)

**Registration**

# DOCUMENT N° 10

## FORMS AND MODELS TO BE USED

### TABLE OF MODELS

Annexure No. 1:	Model Tender
Annexure No. 2:	Model Bid Bond
Annexure No. 3:	Model Final Bond
Annexure No. 4:	Model of start-off advance Bond
Annexure No. 5:	Model Retention fund (Guarantee Retention)

#### **ANNEXTURE NO. 1: MODEL TENDER**

I the undersigned, ..... (indicate the name and capacity of signatory)  
Representing the ..... Company or enterprise or group with head office at .....  
..... Registered in the trade register of ..... Under the number .....

Having taken cognizance of all the documents featured or mentioned in the Tender file: tender No. .... /ONIT/GSW/SWRTB/2011 **(SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH WEST REGION.** after having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the supplies to be delivered;

- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File;
- Submit and commit myself to execute the supplies in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices

reveal the amount of the tender at ..... ( in figures and words) FCFA exclusive of VAT and at ..... ( in figures and in words) FCFA inclusive of all taxes.

- I pledge to deliver the supplies within a deadline of ..... Months.
- I pledge to maintain my offer for a duration of **sixty (60)** days from the deadline of submission of tenders;

The Contracting Authority shall pay the sums due for this contract by crediting account No:.....  
..... Opened in ..... Bank ..... branch.

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

Done at .....

Signature of .....

In the capacity of .....

Duly authorized to sign the tenders on  
behalf of .....

## ANNEXTURE NO. 2: MODEL BID BOND

Addressed to The Contracting Authority

Whereas the undertaking ..... Hereinafter referred to as the “bidder” has submitted his tender on ..... (SUPPORT) FOR THE REFORESTATION OF NJINIKOM MUNICIPAL FOREST, BOYO DIVISION OF THE NORTH WEST REGION. hereinafter referred to as “the tender” and to which must be attached a bid bond equivalent to **400 000 FCFA**.

We ..... (name and address of the bank), represented by ..... (names of signatories), hereinafter referred to as “the Bank” hereby declare to guarantee payment to the Contracting Authority of the maximum sum of ....., that the bank pledges to pay in full to the Contracting Authority, bidding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender;  
or

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

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

We undertake to pay the Contracting Authority an amount up to the maximum of the sum referred to above upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in its demand the Contracting Authority shall note that the amount claimed by him is due, because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

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

Signed and authenticated by the bank  
at ....., on .....  
(Bank's signature)

**ANNEXTURE NO 3:      MODEL FINAL BOND**

Bank: .....

Reference of the Bond No: .....

Addressed to The MAYOR, North West Region

Hereinafter referred to as "The Contracting Authority"

Whereas ..... (Name and address of contractor) hereinafter referred to "the Contractor", pledge, in execution of the contract, to supply .....  
.....;

Whereas it is stipulated in the contract that the contractor shall furnish the Contracting Authority a final bond of two percent (2%) of the amount of the contract as security for compliance with the contractor's performance obligations in accordance with the Contract.

Whereas we have agreed to provide the Contractor with this guarantee;  
We, ..... (name and address of bank),  
Represented by ..... (Name of signatories)

hereinafter referred to as "the Bank", and we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations, without being able to defer the payment nor raise any contest for whatever reason, the sum of .....  
..... (in letters and in words).

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the provisional reception of the works.

After this date the caution shall no longer be valid and shall be returned to us without any request on our part.

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

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

Signed and authenticated by the bank at ..... on .....  
[signature of the bank]



#### ANNEXTURE 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 Contracting Authority (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 Jobbing Order No:...../JO/GSW/SWRTB/2011 of ..... relating to the ..... of the total sum corresponding to the advance of thirty percent (30%) of the amount inclusive of all taxes of Jobbing Order No:...../JO/GSW/SWRTB/2011, payable upon notification of the corresponding Service Order to start work that is, .....F CFA.

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 guarantee 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

## ANNEXTURE NO 5: MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)

Bank: .....

Reference of the Bond No: .....

Addressed to The MAYOR, North West Region  
Hereinafter referred to as "The Contracting Authority"

Whereas ..... (name and address of contractor) hereinafter referred to "the Contractor", pledge , in execution of the contract, to supply .....

Whereas it is stipulated in the contract that the guarantee retention fixed at ten percent (10%) of the amount of the contract may be replaced by a joint guarantee;

Whereas we have agreed to provide the Contractor with this guarantee;  
We, ..... (name and address of bank),  
Represented by ..... (name of signatories) and hereinafter referred to as "the Bank";

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of ..... (in figures and in letters) corresponding to ten percent (10%) of the contract amount.

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

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

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

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

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

Signed and authenticated by the bank at ..... on .....

[signature of the bank]

## DOCUMENT N° 11

### LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS

#### **LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS** **AUTHORIZED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

##### **BANKS**

1. Afriland First Bank
2. Banque Atlantique (BACM)
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

