

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE DONGA-
MANTUNG

PREFECTURE DE NKAMBE

SERVICE DE PASSATION DES
MARCHES



REPUBLIC OF CAMEROON
Peace-Work fatherland

NORTH WEST REGION

DONGA-MANTUNG DIVISION

DIVISIONAL OFFICE, NKAMBE

SERVICE OF AWARD OF
PUBLIC CONTRACTS

DONGA-MANTUNG DIVISIONAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER
No. 001/ONIT/MINESEC/NWR/DMDTB/NKAMBE/2022 OF 17/03/2022
FOR THE CONSTRUCTION OF A BLOCK OF THREE (03) CLASSROOMS AND TWO (02)
OFFICES
AT GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION, DONGA-
MANTUNG DIVISION, NORTH WEST REGION**

PROJECT OWNER: THE PRINCIPAL GTC TABENKEN, NKAMBE

FINANCING: MINESEC PUBLIC INVESTMENT BUDGET (PIB) – 2022

BUDGET HEAD :IXO1978
VOTE OF CHARGE : .562510501551659523314 444

FINANCIAL YEAR 2022

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REPUBLIC OF CAMEROON
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SERVICE OF AWARD OF PUBLIC CONTRACTS

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

No. 001/ONIT/MINESEC/NWR/DMDTB/NKAMBE/2022 OF 17/03/2022

FOR THE CONSTRUCTION OF A BLOCK OF THREE (03) CLASSROOMS AND TWO (02) OFFICES
AT GTC TABENKEN, TABENKEN, NKAMBE CENTRAL SUB-DIVISION, DONGA-MANTUNG DIVISION,
NORTH WEST REGION

1) SUBJECT OF THE INVITATION TO TENDER: Within the framework of the execution of the 2022 state budget, the SDO for Donga-Mantung Division hereby launches under **EMERGENCYPROCEDURE** an open national invitation to tender for the construction of a block of *three (3)* classrooms and two offices at GTC TABENKEN, **IN TABENKEN, NKAMBE CENTRAL SUB-DIVISION, Donga-Mantung Division, North West Region**

2) NATURE OF SERVICE: Work to be done consists of

- Preparatory works
- Earth works
- Foundation
- Masonry elevation
- Carpentry-roof works
- Metallic works
- Wood works
- Electricity
- VDR drainage (External works)

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

4) Lots: The works are in one (1) lot as follow: Construction of a block of *three (3)* classrooms and two offices at GTC TABENKEN, **IN TABENKEN, NKAMBE CENTRAL SUB-DIVISION, Donga-Mantung Division, North West Region**

5) Estimated cost: The estimated cost after preliminary studies is thirty five million (35,000,000) fcfa

Subject	Amount for the Project	Vote of charge N°	Expenditure authorization N°
Construction of a block of three classrooms and two offices at GTC TABENKEN, NKAMBE	35,000,000 FCFA	562510501551659523314 444	IXO1978

6) Participation and origin: Participation in this invitation to tender is opened to competent enterprises with no record of incompleting or abandoned works for the past financial years, and that are in compliance with laws in force.

7) FINANCING: The said works shall be financed as per the programmed budget of the 2022 Public Investment Budget (PIB 2022) of the Republic of Cameroon under the Ministry of Secondary Education assigned to the Principal of GTC TABENKEN, NKAMBE .

8) BID BONDS: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and the list of which is found in document No. 12 of the Tender File, of an amount of **seven Hundred thousand (700,000) francs CFA**, and valid for thirty (30) days beyond the date of validity of bids.

9) CONSULTATION OF TENDER FILE: In compliance with circular N 000001/CL/PR/MINMAP/CAB of 15 January 2022 relating to the issuance of tender files purchase receipts and making of these tender files available to the potential bidders .tender fileshall be consulted and obtained immediately after publication of this invitation to tender from the Services of the delegated Contracting Authority (Service in charge of the award of contracts) during working hours at the SDO's office.

Subject	Locality	Bid Bond	Tender fee
Construction of a block of three classrooms and two offices at GTC TABENKEN , NKAMBE	GTC TABENKEN, IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION	700,000 fcfa	70,000

10) ACQUISITION OF TENDER FILE: The file may be obtained from the SDO'S OFFICE Tel: (237)677468595/653590701 as soon as this notice is published against payment of a non-refundable sum of **seventy thousand (70,000) CFA francs**, payable at the Donga-Mantung Divisional Public Treasury.

11) SUBMISSION OF BIDSS: Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one (01) **original and six (06) copies** labelled as such. These shall be submitted in one sealed external envelop containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. The sealed external envelop shall bear no information about the company and shall reach SDO's office, Divisional Service in charge of the award of contracts not later than**11/04/2022 at 10am** local time.Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic.The sealed external envelop shall bear the following inscriptions:

OPEN NATIONAL INVITATION TO TENDER
No. 001/ONIT/MINESEC/NWR/DMDTB/NKAMBE/2022 OF 17/03/2022
FOR THE CONSTRUCTION OF A BLOCK OF THREE (03) CLASSROOMS AND TWO (02) OFFICES
AT GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION, DONGA-MANTUNG DIVISION,
NORTH WEST REGION
(To be opened only during the bids opening session)

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

13) OPENING OF BIDS: The bids shall be opened in a single phase, in the conference hall of the SDO's office, on**11/04/2022 at 11:00am**. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bids opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected.

14) Evaluation criteria

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

A. Eliminary criteria

1. -Absence or non-conformity of a document in the administrative file, and not submitted within 48 hours on request.
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;

6. -Incomplete financial file;
7. -Omission of a unit price;
8. -Technical score less than **75%** of the essential criteria;
9. - prove of having abandoned or not completed a project to be executed within the past financial year (s)

B. Essential criteria

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

15) Award: This evaluation shall be done using the binary method of either (YES) or (NO) with an acceptable minimum technical score of at least **75%** of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the bids with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied a **100%** score of the eliminatory criteria and at least **75%** score in the essential criteria.

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

17) FURTHER INFORMATION: Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at SDO's office

18) AMENDMENT TO THE INVITATION TO TENDER: The Delegated Contracting Authority reserves the right, if need be, to subsequently amend this invitation to tender in conformity with the public contract code.

17 MARS 2022

Nkambe, the.....
THE SDO DONGA MANTUNG
 (Delegated Contracting Authority)

Dr. Mwenzi Simon Moko
 Administrateur Civil Principal
 Hors Echelles



Copies:

- MINMAP
- ARMP
- Authorising officer (principal GTC TABENKEN)
- File/chrono
- Notice Boards

- 6- Offres financière incomplète,
- 7- Absence d'un prix unité dans l'offre financière ;
- 8- Obtention des notes technique inférieure à 75% des critères essentiels ;
- 9- Tout soumissionnaire n'ayant pas achevé ou ayant abandonné un projet durant une année budgétaire antérieure

B - Critères essentiels. Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :

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

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

14) ATTRIBUTION : Cette évaluation sera binaire (OUI) ou négative (NON) avec un minimum acceptable d'au moins 75% de l'ensemble des critères essentiels pris en compte. Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins 75% des critères essentiels.

15) DUREE DE VALIDITE DES OFFRES : Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

16) Les Renseignements Complémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service Départemental de Passation des Marchés situé à la préfecture de Donga-Mantung à Nkambe

17) 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 :

- MINMAP ;
- MINESEC ;
- ARMP ;
- Maître d'Ouvrage (Directeur CETIC TABENKEN)
- Chrono
- Affichage.



Nkambe, the
LE PREFET
 (AUTHORITE CONTRACTANTE)

17 MARS 2022

Dr. Mkwenti Simon Ndoh
Administrateur Civil Principal
Hors Echelles

DOCUMENT No 2: General Regulations of the Invitation to Tender
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Article 1: Scope of the tender:

1.1 The delegated Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender notice and briefly described in the Special Regulations.

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

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

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

Article 3: Fraud and corruption:

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

a) The following definitions shall be admitted:

a.1 Shall be guilty of "corruption" whoever bids, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

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

a.3 "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the delegated Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

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

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

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

Article 4: Candidates allowed to compete:

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

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

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

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

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

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

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

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

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

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

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

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

Article 6: Qualification of bidder:

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

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

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

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

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

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

a. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;

b. The bid and the contract must be signed in a way that is binding on all members of the group;

c. The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;

d. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;

e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint/several co-contracting.

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

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

Article 7: Visit of works site:

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

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

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

B. TENDER FILE

Article 8: Content of Tender File:

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

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract:

- The execution schedule;
- Model of forms presenting the equipment, personnel and references;
- Model bidding letter;
- Model bid bond;
- Model final bond;
- Model of bond of start-off advance;
- Model of guarantee in replacement of the retention fund;
- Model contract;

Document No. 11. Models to be used by bidders;

- Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized to issue bonds for public contracts to be inserted by the delegated Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the delegated Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The delegated Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the delegated Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

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

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

Article 10: Amendment of the Tender File

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

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

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

C PREPARATION OF BIDS

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

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file: It includes:

a.1 All documents attesting that the bidder:

- Has subscribed to all declarations provided for by the laws and regulations in force;
- Paid all taxes, duties, contributions, fees or deductions of whatever nature;
- Is not winding up or bankrupt;
- Is not the subject of an exclusion order or forfeiture provided for by the law in force;

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

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

b. Volume 2: Technical bid

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

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

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

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

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

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

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

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

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

Article 14: Bid price:

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

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

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

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

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

Article 15: Currency of bid and payment

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

15.2 **Option A:** The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

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

a. The prices of inputs necessary for the works which the bidder intends to procure in the delegated Contracting Authority's country shall be in currency of the delegated Contracting Authority's country specified in the Special Regulations and called "national currency";

a. The prices of inputs necessary for works which bidder intends to procure out of the delegated Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

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

Article 16: Validity of bids:

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

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

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

Article 17: Bid bond

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

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

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

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

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

17.6 The bid bond may be seized:

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

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

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

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

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the delegated Contracting Authority at least one week before the meeting. The delegated Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the delegated Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(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.

20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialed by the signatory (i.e.) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.2 The external and internal envelopes:

a) Should be addressed to the delegated Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the delegated Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

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

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

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

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

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

Article 24: Modification, substitution and withdrawal of bids

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

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

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

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

E. OPENING OF ENVELOPES AND EVALUATION OF BIDS

Article 25: Opening of envelopes and petitions

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

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

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

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

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

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

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

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

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

Article 26: Confidential nature of the procedure

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

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

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

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

Article 28: Determination of compliance of bids

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

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

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

- Which substantially limits the scope, quality or realization of the works;
- which substantially limits, contrary to the Tender File, the rights of the delegated Contracting Authority or his obligations in relation to the contract;

- Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

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

Article 29: Qualification of the bidder: The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

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

- Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- 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.
- Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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

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

- By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

e. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorized by the Special Regulations;

f. If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

g. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the delegated Contracting Authority in the Special Regulations.

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

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

Article 33: Preference granted national bidders: National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

F. AWARD OF THE CONTRACT

Article 34: Award

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

34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the delegated Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure: The delegated Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of award of the contract: Before the expiry of the validity of the bids set in the Special Regulations, the delegated Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

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

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

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

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

Article 38: Signing of the contract

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

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

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

Article 39: Final Bond

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

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

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

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

DOCUMENT No. 3:SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Ref. of the General regulations	General
1.1	Definition of works: construction of a block of three (3) classrooms and two offices in GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION, Donga-Mantung Division, North West Region Name and address of the delegated Contracting Authority: , The Senior Divisional Office for Donga-Mantung, Delegated Contracting Authority Reference of Invitation to tender:of.....
1.2	Execution deadline: One Hundred and twenty (120) days
2.1	Source of financing: Works which form the subject of this invitation to tender shall be financed by the 2022 Public Investment Budget of the Ministry of Secondary Education, budget head No. 562510501551659523314 444
3.1	List of pre-qualified candidates, not applicable
4.1	Origin of building materials, equipment,, supplies: The materials will generally be from sources in Cameroon.

6.1 Evaluation criteria

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

Eliminatory criteria

1. - TOTAL Absence / Non-conformity of a document in the administrative file and not submitted on request after 48 hours;
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Omission of a unit price in the financial bid;
8. -Technical score of less than 75% of the essential criteria;

Essential criteria

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Logistics;

- 7- Attestation of site visit and site visit report.
- 8- Special Technical Clauses initialed in all the pages;
- 9- Special Administrative Clauses completed and initialed in all the pages and signed on the last page.

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO). This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the bids with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

ARTICLE 7: Language of the bids: The bids like any correspondence and all documents concerning the tender, exchanged between the tenderer and the Project Owner will be written in **French or English**. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the bids, the translation will be taken.

ARTICLE 8: PRESENTATION OF THE BIDS

The bids prepared in English or French and in six (06) copies with one (01) original and five (05) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative FILE
- B) Technical FILE
- C) Financial FILE

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

OPEN NATIONAL INVITATION TO TENDER

No. 001/ONIT/MINESEC/NWR/DMDTB/NKAMBE/2022 OF 17/03/2022

**FOR THE CONSTRUCTION OF A BLOCK OF THREE (03) CLASSROOMS AND TWO (02) OFFICES
AT GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION, DONGA-MANTUNG DIVISION,
NORTH WEST REGION**

(To be opened only during the bids opening session)

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury of 70,000 (seventy thousand) FCFA
A.6	A bid bond of 700 000 FCFA (seven hundred thousand) FCFA issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).

A.11	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.

The absence or the nonconformity of the one of these documents will result to the elimination of the bids
The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

B.1	General presentation of the bids	YES	NO
	-Document spiral bound.....		
	-Table of content page		
	-Colour page separation.....		
	- Presentation of documents in the order given in this tender file.....		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS (Minimum acceptable: 02 Contracts realized in similar domain within the past 05 years)		
	-List of references of the enterprise in similar jobs justified by signed contracts (first and last pages)		
	- Minutes of reception or attestation of clearances of works executed. (minutes of final reception) minimum two.		
B.3	QUALIFICATION AND EXPERIENCE OF TECHNICAL STAFF		
B.3.1	01 works supervisor (Senior Technician certificate in Civil Engineering (BAC +2))		
	➢ CV signed by the concerned.....		
	➢ A certified copy of the diploma		
	➢ An attestation of availability signed by the concerned.....		
	➢ Certified Copy of ID card		
B.3.2	01 Site foreman(Technician certificate in Civil Engineering (BAC F4 or equivalent certificate))		
	➢ CV signed by the concerned.....		
	➢ A certified copy of the diploma		
	➢ An attestation of availability signed by the concerned.....		
	➢ Certified Copy of ID card		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution with respect to 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	Proof of ownership or rental of a dump truck		
B.5.3	Proof of ownership or rental of a concrete vibrator		
B.5.4	Proof of ownership or rental of a Hand compactor		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, spead, etc.		
	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Attestation of site visit signed by the bidder or his representative in his honor .		
B.8	Comprehensive report of site visit signed by the company engineer or technician and justified by photos		
B.9	Special Technical Clauses (initialed withcompany stanmp and last page Signed)		
B.10	Special Administrative Clauses (initialed withcompany stanmp on all the pages and last page Signed)		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.	YES	NO
C1	A submission letter, signed, dated and stamped, following tender modele.		
C2	Completed and signed frame work of unit prices, following tender modele.		
C3	Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) (initialed with company stamp and last page Signed) following tender modele		
C4	Sub details of unit prices, following tender modele.		

- 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 from the original as well as in the copies, so as to facilitate the examination

Supply price

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 shall be obligatorily expressed in francs CFA.

The unit price Schedule expressed out in figures and letters and in seven (07) copies will be joined to the bids. 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 bids.

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

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 **700 000 FCFA** (seven hundred thousand FCFA). The time of validity of this guarantee is ninety (90) days as from the date of depositing of the bidss.

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

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

ARTICLE 13: A number of copies of the bids which must be filled and sent: The tender, as all the parts accompanying it shall have to be given in seven (0 6) copies, including one (01) original and six (05) copies. The bidder shall present his documents inside a sealed external envelop being marked:

OPEN NATIONAL INVITATION TO TENDER

No. 001/ONIT/MINESEC/NWR/DMDTB/NKAMBE/2022 OF 17/03/2022

**FOR THE CONSTRUCTION OF A BLOCK OF THREE (03) CLASSROOMS AND TWO (02) OFFICES
AT GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION, DONGA-MANTUNG DIVISION,
NORTH WEST REGION
TO BE OPENED ONLY DURING THE BIDS OPENING SESSION»**

ARTICLE 14: Date and latest time of deposit of bids: The shall be submitted in sealed external envelope latestat 10:00am, by mail registered with acknowledgement of delivery or by deposit against receipt (to be presented by bidder upon opening of bids) to the following address:

DONGA-MANTUNG SENIOR DIVISIONAL OFFICE SERVICE OF CONTRACTS AWARDS

TEL.: 677468959 / 653 590 701

Beyond this time bids shall no longer be received or accepted.

ARTICLE 15: Opening of the bids: The opening of the bidss shall be carried out in the conference room of the prefecture in Donga-Mantung on/04/2022 as from 11:00 AM, by the Divisional Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 16: Award of the contract: The Tenders Board shall propose to the Delegated Contracting Authority the award of the contract to the bidder who shall presented an bids with the lowest amount, and conforming with the regulations of the tender file and the public contract code , and having satisfied to 100% of all the eliminatory criteria

as well as at least 75% technical score in the essentially criteria. The decision carrying award of the contract shall be published by way of press release or any other means of publication used by the Administration.

ARTICLE 17: COMMENCEMENT OF WORK: Before the commencement of work the contractor must be installed on the site by the commission as per the the contracts terms , in keeping with the public contract's code

DOCUMENT No. 4: SPECIAL ADMINISTRATIVE CONDITIONS(SAC)

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Chapter I: General

Article 1: Subject of contract: The purpose of this contract is the Construction of a block of three classrooms and two offices at GTC TABENKEN , NKAMBE .

Article 2: Contract award procedure: This contract shall be awarded through an Open National Invitation To Tender

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

3.1 General definitions (cf. Code)

- **The Authority in charge of this contract is THE MINISTER OF PUBLIC CONTRACTS represented by the Divisional Delegate of Public Contracts**
- **The Delegated Contracting Authority:** shall be the **SDO for Donga-Mantung**: He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- **The Contract Engineer:** shall be the **Divisional Delegate MINTP for Donga-Mantung**, hereinafter referred to as the Engineer.
- **The Project Owner/ authorizing officer :** is the **Principal/ Director of GTC TABENKEN , NKAMBE** . He represents the beneficiary administration of the works.
- **The Contract Manager or chief of service of this contract :** shall be **The DD MINESEC or his representative** , He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- **The Project Manager** shall be the **CTS /MINTP** for Donga mantung: He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- **The Control Brigade of MINMAP** , Organ Incharge Of External Control , shall carry out routine controls at all levels (award process and execution proper) with regards to this jobbing order
- The contractor shall be

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

In this case:

- The authority in charge of ordering payment shall be **the Principal of GTC TABENKEN , NKAMBE**
- The authority in charge of the clearance of expenditures shall be *the Divisional Finance controller.*
- The body or official in charge of payment shall be *the Divisional Treasurer Donga-Mantung.*
- The official competent to furnish information within the context of execution of this contract shall be **the Senior Divisional Officer For donga mantung division**

Article 4: Language, applicable law and regulation

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

1.5 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract. If the laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the contract (Article 4 of GAC): The constituent contractual documents of this contract are in order of priority:

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

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

1. Decree NO. 2018/336 of 20th June 2018 to institute the Public Contracts Code
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. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;;
7. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular n- 00000456/c./minfi of 30 dec 2021 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 the 2022 fiscal year
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the contract.
15. And eventually others if any.

Article 7: Communication (Articles 6 and 10 supplemented)

1.1 Copies of All communications within the framework of this JOBBING ORDER shall be sent to MINMAP and 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 domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to Nkambe, the chief town of the Division in which the work was done;
- b) In the case where the Project Owner is the addressee:
Sir/Madam THE Principal GTC TABENKEN , NKAMBE with a copy addressed to the delegated Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the delegated Contracting Authority is:
Sir/Madam THE SDO DONGA MANTUNG DIVISION 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 Contract Manager.

Article 8: Administrative Orders (Article 8 of GAC): 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 delegated Contracting Authority and notified to the contractor by the Project Owner with a copy to the delegated Contracting Authority, MINMAP, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.

8.2 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 delegated Contracting Authority, MINMAP, 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.

8.3 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 delegated Contracting Authority, MINMAP and Contract Manager.

8.4 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 delegated Contracting Authority, MINMAP the Contract Engineer and Project Manager.

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

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

8.7 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.

8.8 Concerning Administrative Order signed by the delegated Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of five (5) days** from the date of transmission by the delegated Contracting Authority to the Project Owner. Beyond this deadline, the delegated 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 (Article 9 of GAC)

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

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

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

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

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

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

Chapter II: Financial conditions

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

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

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

11.3 Guarantee of start-off advance: [(20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented): The amount of this contract as indicated by the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

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

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

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

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

Article 14: Price variation (Article 20 of GAC)

15.1 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.

15.2 Price updating modalities (not applicable)

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

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

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

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

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

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

Article 18: Evaluation of works (article 23 of the GAC): This contract is at [unit price, all-in price or unit and all-in price].

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

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

Article 20: Advances (article 28 of the GAC)

20.1 The delegated 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 (articles 26, 27 and 30 of the GAC supplemented)

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

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

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

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

- [1-2.2 and/or - (7.5 or 15%)] paid directly into the account of the contractor;
- 2.2% or 3.3% paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

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

Payments shall be done by the Project owner within a maximum deadline of __03__ calendar days from the date of submission of the approved detailed accounts.

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

Article 22: Interest on overdue payments (Article 31 of the GAC): Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

A. Penalties for delay

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

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

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

B. Specific penalties.

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

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

Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

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 (article 34 of the GAC)

25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed 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 five (05) days to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has up to five (05) days to return the signed final detailed account.

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

26.1 The Project Manager has up to five (05) days to establish the general detailed account and forward to the contractor after final acceptance.

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

Article 27: Tax and customs regulations (article 36 of the GAC): Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to industrial and commercial profits, including the 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 building materials and water.

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

Article 28: Stamp duty and registration of contracts (article 37 of GAC): Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of works

Article 29: Nature of the works (article 46 of GAC): The works shall include especially: (see *Special Technical Conditions*)

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

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

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

Article 31: Duration of the execution of the contract (article 38 of the GAC)

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **one hundred and twenty (120) days. (four months)**

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

Article 32: Role and responsibilities of the contractor (article 40 of the CAG): The detailed and general plan of progress of the works shall be communicated to the Project Manager in five (05) copies at the beginning of each stage.

Article 33: Provision of documents and site (article 42 of the GAC): A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract 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 (article 45 of GAC): 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 (Article 49 of the GAC supplemented):

35.1 Programme of works, Quality Assurance Plan and others.

a) Within a minimum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the Project Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, 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 reception with:

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

The contractor has eight (8) days to present a new draft. The Project Manager and 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 delegated Contracting Authority without staying its execution. However, if important modifications alter the objective of

the contract or the nature of the works, the delegated Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

b) The Environment Management Plan should bring out notably the choice technical conditions of the site and 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 Manager or Project Manager at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The Contract Manager 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: COMMENCEMENT OF WORKS.

Before the start of works , the authorizing officer shall convene an enlarge site meeting with the following in attendance:

-The authorizing officer.....	Chair person	-the DD MINEPAT.....	Member
-The contract engineer.....	secretary	-The project manager.....	Member
-The delegated contracting authority	Member	-The control brigade MINMAP Rep.....	member
-the DD MINMAP.....	member	-The contractor.....	member

NB. All minutes (follow up ,controls and reception) relating to this jobbing order shall indicate all the members present , signed by all statutory members except MINMAP represestatives . And attached to the minutes , the attendance sheet signed by all members present including MINMAP representatives present .

Article 37: Implantation of structures: The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the Secondary points and levels of the project.

Article 38: Sub-contracting (article 54 of the GAC): The part of the works to be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

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

39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

39.2 The Contract Manager has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

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

40.1 The Site logbook must be systematically jointly signed by 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 41: Use of explosives (article 60 of the GAC):

Article 42: ACCEPTANCE

NB. All minutes (follow up ,controls and reception) relating to this jobbing order shall indicate all the members present , signed by all statutory members except MINMAP representatives . And attached to the minutes , the attendance sheet signed by all members present including MINMAP representatives present .

42.1 PRE- ACCEPTANCE OPERATIONS: Before the acceptance of the works the contractor shall ask in writing to the control Engineer through the project owner, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

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

These operations shall be subject to a site report drawn up on the field according to decree NO. 2018/336 of 20th June 2018 ,bearing public contracts. with the following in attendance:

-The authorizing officer.....	Chair person	-The stores accountant or rep CETIC TABENKEN.....	Member
-The contract engineer.....	secretary	-The project manager.....	Member
-The contractor.....	member	-The Control Brigade MINMAP REP.....	Observer

The minutes of this operation shall be drawn up on site and shall be valid with signatures of 2/3 of all present .

During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the acceptance. The project owner shall fix the acceptance date in collaboration with the project Engineer.

42.2 Acceptance: PROVISIONAL ACCEPTANCE.

The commission shall examine the report of the pre-acceptance and shall proceed either to the provisional or final acceptance as the case may be. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and signed by all the commission members on the site with the following in attendance:

-The authorizing officer.....	Chair erson	- The stores accountant or rep CETIC TABENKEN.....	Member
-The contract engineer.....	secretary	-The project manager.....	Member
-The Delegated Contracting Authority	Member	-The DD MINMAP.....	Observer
-The Control Brigade MINMAP	Observer	-The contractor.....	member

Article 43: GUARANTEE PERIOD: The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

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

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

44.2 The commission and procedure for final acceptance shall be the same as for provisional acceptance and as per decree NO. 2018/336 of 20th June 2018 ,bearing public contracts.

44.3 Members of the reception committees shall be intitled to indemnities for each session paid by the delegated Contracting Authority.

Chapter V: Sundry provisions

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

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

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

Article 46: Case of force majeure (article 75 of the GAC): If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- Rainfall: 200 millimetres in 24 hours;
- Wind: 40 metres per second;

- Flood: decennial flood frequency.
- Uprisings and demonstration for more than two weeks.

Article 47: Disagreements and disputes (article 79 of the GAC): Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 48: 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 49 Entry into force of this contract: This contract shall be final only upon its signature by the Delegated Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Delegated Contracting Authority.

Article 50: INFORMATION TO BE POSTED: The Contractor shall put up a visible sign board (total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete) at the entrance to the site at a place approved by the Project Engineer, bearing the following text:

REPUBLIC OF CAMEROON

Peace - Work - Fatherland

THE CONSTRUCTION OF A BLOCK OF THREE (03) CLASSROOMS AND TWO (02) OFFICES AT GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION

DELEGATED CONTRACTING AUTHORITY: THE SDO-DONGA-MANTUNG

AUTHORISING OFFICER: THE PRINCIPAL OF GTC TABENKEN , NKAMBE

CONTRACT ENGINEER: THE DIVISIONAL DELEGATE MINTP DONGA-MANTUNG

PROJECT MANAGER: THE CHIEF OF TECHNICAL SERVICE OF MINTP DONGA-MANTUNG

CONTRACT MANAGER: THE DIVISIONAL DELEGATE OF MINESEC DONGA-MANTUNG

EXTERNAL CONTROL : THE CONTROL BRIGADE OF MINMAP DONGA MANTUNG

CONTRACTOR:.....

FINANCING: 2022 PUBLIC INVESTMENT BUDGET (MINESEC)

DURATION OF CONTRACT: FOUR MONTHS (120 CALENDAR DAYS)

Document No. 5: Special Technical Conditions (STC) TECHNICAL SPECIFICATIONS

- I - GENERALITIES
- II- PREPARATORY WORKS-IMPLANTATION
- III- FOUNDATION
- IV - ELEVATION WORKS
- V - ROOF TRUSS AND THE COVERING
- VI - JOINERY AND METAL WORKS
- VII- ELECTRICAL INSTALLATION
- VIII - RENDERING (PLASTERING) AND COATING
- IX - PAINTING
- X - EXTERNAL WORKS
- XI - PROTECTION OF THE ENVIRONMENT

XII - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

1 – GENERALITIES: This present special technical specifications concern the Construction of a block of Three (03) CLASSROOMS AND TWO (02) OFFICES at **GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION, Donga-Mantung Division, North West Region.** . It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within 15 days from the date of notification to start work with an execution plan showing clearly how he intends to run the work site.

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

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

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

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

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

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

3 - PREPARATORY WORKS – SETTING OUT: These works concern the clearing of the site and evacuation of the rubbles, the clearing and levelling of the site where necessary. The setting out will be in respect to the technical plans. The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate trenching and other earthworks and good circulation. The commencement of excavation will be accepted by the Project Engineer after checking the conformity of the setting out.

The minimal depth of the excavation trenches shall be of 60cm, and depending on the bearing capacity of the soil. Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Engineer. The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

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

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

3 – FOUNDATION: A layer of blinding concrete of 10cm thick, batched at 150 kg/m³ of firm consistency shall be laid at the bottom of the trench, on which the footings shall rest. The foundation peripheral walls will be of stone masonry or frog filled foundation blocks 20x20x40, laid with cement mortar, on which shall lay a continuous beam of 20 x 20cm in reinforced concrete batched at 350 kg/m³ of concrete.

The foundation will be filled with earth of good quality in successive compacted layers of 20cm where the fill depth exceeds 30cm. An over-site concrete of thickness 12cm batched at 350kg/m³ shall be laid over the entire compacted surface of the foundation area.

The floor shall be in cement grout, smoothly trowel finished on a sand screed of 3mm thick.

4 – ELEVATION WORKS: The elevation walls will be in agglomerated hollow blocks of 15 x 20 x 40cm with a good crushing resistance. The mix for block moulding should give at most 32 blocks per bag of cement for blocks of 15x20x40 cm. They shall be cured for at least 21 days before lying on the elevation walls. The reinforced concrete pillars of section 15x15 and 15x30 at 350 kg/m³ will be cast as one raises the agglomerated hollow blocks walls and this is to permit a good adhesion. The characteristic strength of concrete at 28 days should not be less than 16Mpa. For

the maximal spacing of the pillars see building plans. The lintels 15 x 20 in reinforced concrete at 350 kg/m³ will be levelled to + 2,10m above the level of the finished foundation.

The average height under the ceiling shall be 3,00m.

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

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

- **Trusses:** shall be of locally sawn and treated hard wood (eucalyptus inclusive), shall compose of single frame rafters of 5cmx15cmx4m and spaced at 1.50m interval with a king-post of 200cm high. These rafters will be solidly attached to the wall plate with the help of standby beam iron rods also spaced at 1.50m spacing;

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

- **Roofingsheets:** shall be in high rib aluminum sheets (Tôle Bac) of type 4/10mm. The sheets shall be fixed onto the purlins using twisted zinc nails 90, equipped with bituminous rubbers caps.

- **Facial board** shall be 30cm wide and of high rib aluminum sheets (tôle Bac) of 3.5/10mm thickness, including a lining.

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

6 – JOINERY

Doors and Windows:

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

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

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

8 – RENDERING (PLASTERING) AND COATINGS: The wall rendering (thickness at least 2cm cm on both sides of the walls) will be of cement mortar at 400 kg/m³. There will be an under-coat layer and a finish layer floated and foamed to finish. They must be well cut horizontally and vertically using a **straight edge**. All walls shall receive a base coat of spatadash before plastering is done.

9 – PAINTING: A layer of impression in ordinary paint will be applied previously on all the walls as priming layer. The interior walls will be painted in water paint (pantex 800). The external walls will be painted in water resistant paint (pantex 1300 type). Colour tinted tubes will be chosen to achieve the desired **sky blue** colour. The ceiling shall be painted in crystal white glue paint. All metal shall be painted with oil paint - Glyptal resien lacquer, in two coats. A primary coat of antirust before final painting is done. Skirting shall be carried out in oil paint at 20cm from the floor, externally and internally with coffee brown colours

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

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

Steps shall be constructed out of shaped stones at the main entrance to the building at 1,20m wide as the case may be. Equally, **ramps** of 1,20m cast insitu of one twenty (1,20m) wide each shall be provided at the entrance of the building for the handicapped on wheel chairs or otherwise.

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

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

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

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

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

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

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

1) CONCRETE:

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

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

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

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

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

NOTE: Reinforcement Schedule.

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

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

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

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

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

- **Cement:** To be used mostly for cement mortar, all concrete mixtures shall satisfy the general conditions laid down by regulation in force. It will be type CPA325 Portland cement and shall not show any trace of uneven mixture. Storage on

	with all views to scale 1/50 following the sketch in the contract Environmental impact notice, fire extinguishers and contingent expenses				
102	Clearing of the site	Ls	1		
103	site installation	Ls	1		
	Sub – total 100				
	Lot 200: EARTH WORKS				
201	Levelling of the site	m ²	721,5		
202	Digging of foundation trenches	m ³	169		
203	Back filling of foundation	m ³	99.25		
	Sub – Total 200				
	Lot 300 FOUNDATION				
301	Lean concrete dose at 150kg/m ³	M ³	2,21		
302	20x20x40cm filled sand crete blocks	M ²	105		
303	Reinforced concrete for footings, pillars,beams 350/kgm ³	M ³	10,01		
304	8cm thickMass concrete floor of thickness 8cm dosed at 350kg/m ³	M ²	226,9		
	Sub-total 300				
	LOT400 .WALL ELEVATION/FLOOR WORKS				
401	Blocks of 15x20x40 for wall elevation	m ²	217		
402	Plastering/rendering with cement mortar dosed at 350kg/m ³	m ²	434		
403	Reinforced concrete for pillars, lintels, wallplate and beams dosed at 350kg/m ³	m ³	10.25		
404	Wall blackboard (500x120)cm with cement paste finished including painting with good quality black paint	U	6		
405	Smooth floor finish at 3cm thickness	m ²	175		
406	Floor in ceramic tiles for office	m ²	30		
407	Blackboard stages	U	3		
	Sub-total 400				
	LOT.500.-ROOFING AND CEILING				
501	Assembled roof trusses in treated hard wood of (5x15x400)cm	m ³	3.3		
502	Purlins/framing members in treated hard wood of (5x15x400)cm	m ³	1		
503	Noggins (4x4)	m ³	1.62		
504	Ceiling in hard plywood (4mm thick & red on both sides)	m ²	238		
505	Ceiling in hard plywood (4mm thick SAPELLE & red on both sides) for offices	m ²	299		
506	External perimeter ceiling in smooth zinc sheet (tole lisse) including ventilation	m ²	64		
507	Aluminium roofing sheets(tole Bac 4/10mm) and its accessories	m ²	310		
508	Fascia board (Tole Bac 4/10mm of 30cm height) including lining	ml	80		
509	Angle sheets of 50cm large	U	20		
510	Alu ridge cap of 50cm large	U	32		
511	Ventilation of roof With air block + mesh	U	2		
	Sub-total 500				
	LOT.600 METAL WORKS				
601	Complete metal doors of (210x100)cm with accessories (VACHETTE OR PACO), two pad locks, etc for classrooms	U	6		
602	Complete metal doors of (210x90)cm with accessories (VACHETTE OR PACO), two pad locks, etc for offices	U	2		
603	Complete aluminium window and protectors of 110 cm	U	15		

	high;150 cm width of tube 25mm mounted in an angle bar of 25mm fitted externally for classrooms				
604	Complete aluminium window protectors of 110 cm high; 120 cm width of tube 25mm mounted in an angle bar of 25mm fitted externally for offices	U	2		
606	30mm angle bar at veranda/door edges	ls	1		
	SUB-TOTAL .600				
	LOT 700 .ELECTRICITY				
701	conduit pipe	Roll	2		
702	EG1.5 mm2 for ceiling	Roll	2		
703	TH 2.5mm2	Roll	4		
704	Complete set energy saving lamp/ bulbs	U	27		
705	Power sockets built in	U	10		
706	Two ways double gang Switches built in	U	09		
707	Complete solar lighting system with switching Provision to existing network or generator + all accessories	ls	1		
708	4 ways main switch + accessories	ff	1		
	SUB-TOTAL 700				
	LOT : 800.PAINTING				
801	priming on wall	m2	464,1		
	Two coats of pantex 800 on ceiling	m2	299		
802	Two coats of pantex 800 on internal walls	M²	210,6		
803	Two coats of pantex 1300 on external walls	M²	253,5		
804	Applicatin of two coats of oil paint on metallic elements after antirust priming and skirting of 20cm highton both external and internal walls	M²	102,7		
	SUB-TOTAL 800				
	LOT 900 V.R.D				
901	External gutters and verandas with concrete round the building	ML	84,5		
902	Protecting the surrounding building with mass concrete	m2	78		
903	Concrete slab on gutter at entrances (1.2m wide)	U	4		
904	Planting of environmental (12) friendly trees and carpet lawn of at least 2 meters wide round the building	U	1		
905	Digging and protection of a dumping pit of 1m square wide and 1 m deep	U	1		
	SUB-TOTAL 900				
	SUMMARY				
	TOTAL WITHOUT TAXES				
	T.V.A (19.25%)				
	A.I.R (2.20%)				
	TOTAL TTC				
	NET TO BE PAID				

DOCUMENT N°. 8 FRAMEWORK OF SUB-DETAIL OF PRICES

DESIGNATION :Studies and site installation					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMANSHIP					
	Category	No	Daily wage	Days break up	Amount

	TOTAL A				
EQUIPMENT/MECHANICALS	Type	No	Daily rate	Days break up	Amount
	TOTAL B				
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
	TOTAL C				
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	

Document No. 9: Model contract

Page _____ and last page of **JOBGING ORDER No. _____** JO/SAEF/ MINESEC/NWR/DMDTB/2022 OF—

Awarded following invitation to tender N°.. . **001/ONIT/MINESEC/NWR/DMDTB/NKAMBE/2022 OF 17/03/2022** FOR THE CONSTRUCTION OF A BLOCK OF THREE (03) CLASSROOMS AND TWO (02) OFFICES

AT GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION.

EXECUTION DEADLINE: One Hundred and twenty days (04) months

Amount of contract in CFA F:

IAT (HT)	
EVAT (TTC)	
VAT (
AIR (2.2% or 3.3 %)	
Net to be paid	

Read and accepted by the contractor
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> (place of signature) _____ (date) _____ </div> <div style="text-align: center; margin-bottom: 10px;">Signature of Contracting Authority</div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> (place of signature) _____ (date) _____ </div> <div style="text-align: center;">Registration</div>

DOCUMENT No. 10 MODEL FORMS APPLICABLE

FORM N° 1: DECLARATION OF THE INTENTION TO TENDER

COMPANY'S LETTER HEAD

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1000

I, the undersigned Mr,

Nationality

Function

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

Hereby acknowledge receipt of the file for Tender Notice

N° of

Concerning the

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

Done at On the
General Manager

DOCUMENT NO. 12:

List of banking establishments and financial bodies authorised to issue bonds for public contracts

I- BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Credit (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

FORM N° 02 THE MODEL TENDER LETTER

I (We) the undersigned

Acting in the capacity of in the name and on behalf of.....

.....atRC N°.by virtue of the power vested in me
(us), resident at (Town), P.O.Box....., telephone N°. after having studied
all the documents of the tender file relating to the Invitation to Tender N°., and after

having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works for the **construction of a block of Three (03) CLASSROOMS AND TWO (02) OFFICES at GTC TABENKEN , NKAMBE , NKAMBE, Donga-Mantung Division, North West Region**

, in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA (.....Francs) *Total with all taxes inclusive*, calculated on the basis of the unit prices stated in the Unit Price List and the detailed estimates, appended to this tender. The prices stated are tax inclusive.

I commit myself (ourselves) if my (our) tender is retained, to execute the contract within Four (04) months as from the date of notification of the award of contract.

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

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

Enclosed with this tender are:

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

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

Signature(s)

Bidder(s)

Fiscal stamp
1000

FORM N° 03 THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To the Divisional Delegate of Public Contracts for Donga-Mantung Republic of Cameroon

Invitation to Tender No.

BID BOND FOR THE construction of a block of Three (03) CLASSROOMS AND TWO (02) OFFICES at GTC TABENKEN , NKAMBE , NDU, Donga-Mantung Division, North West Region

The Contractor (5)hereby submits on to the Divisional Delegate of Public Contracts a bid relating to the **construction of a block of Three (03) CLASSROOMS AND TWO (02) OFFICES at GTC TABENKEN , NKAMBE , NKAMBE, Donga-Mantung Division, North West Region**

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Divisional Delegate of Public Contracts acting in the capacity of Delegated Contracting Authority, a bid bond amounting to CFA Francs (6).

By this guarantee, we the undersigned,(7).....with our registered office in , are committed towards the Divisional Delegate of Public Contracts , through the bidder for the sum of CFA Francs(in figures).....(in words).

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

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

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

Done at, on

Mr (Messrs)

Signature(s) & stamps

(5) Bidder

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

(7) Bank

FORM N° 04 MODEL BID BOND

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

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

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

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

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

SIGNATURE OF BANK AUTHORITY

FORM N° 05 THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank

Reference of guarantee: No.

**To: THE DIVISIONAL DELEGATE OF PUBLIC CONTRACTS FOR DONGA-MANTUNG
REPUBLIC OF CAMEROON**

Invitation to Tender No.

PERFORMANCE BOND FOR THE EXECUTION OF THE construction of a block of Three (03) CLASSROOMS AND TWO (02) OFFICES at GTC TABENKEN , NKAMBE , NDU, Donga-Mantung Division, North West Region

We..... (Bank) have been informed that a contract has been signed between the **Divisional Delegate of Public Contracts** acting in the capacity of Delegated Contracting Authority, and.....
....., acting as contractor for the **construction of a block of Three (03) CLASSROOMS AND TWO (02) OFFICES at GTC TABENKEN , NKAMBE , NKAMBE, Donga-Mantung Division, North West Region**

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

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

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

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

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 06 MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

Bank

Reference of guarantee No.....

To the Divisional Delegate of Public Contracts for Donga-Mantung Republic of Cameroon

Invitation to Tender N°.

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

We..... (Bank) have been informed that a contract shall be signed between the Divisional Delegate of Public Contracts, acting in the capacity of Delegated Contracting Authority, and....., acting as contractor for the **construction of a block of Three (03) CLASSROOMS AND TWO (02) OFFICES at GTC TABENKEN , NKAMBE , NKAMBE, Donga-Mantung Division, North West Region**

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

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

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

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

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 07 THE MODEL UNDERTAKING BY THE BIDDER

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

Construction of two classrooms at

I (We) the undersigned (8)

Acting in the capacity of (9)in the name and on behalf of (10)..... atRC N°.by virtue of the power vested in me (us), domiciled at P.O.Box..... (Town), telephone No., after having studied all the documents of the tender file relating to the Invitation to Tender No., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works for the **construction of a block of Three (03) CLASSROOMS AND TWO (02) OFFICES at GTC TABENKEN , NKAMBE , NKAMBE, Donga-Mantung Division, North West Region** in keeping with the terms and conditions of the tender file.

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

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

Done at , on

Signature(s).....

Bidder(s).....

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, »

(For each person: name, first name, company name, nationality, location of the registered office) « Constituted in a group of companies for the execution of this contract, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

FORM N° 08MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject:COMMITMENT OF AVAILBILITY.

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

Done in the

Sign;

REMARK- This form shall be signed by the concerned on his or her honor.

ANNEX N° 02

THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1							

2							
---	--	--	--	--	--	--	--

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

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

Done on, at

Mr (Messrs).....

Signature(s).....

ANNEX N° 03 MODEL EQUIPMENT LIST

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

DOCUMENT N°11: ANNEXESANNEX N° 01THE MODEL CURRICULUM VITAE

Name & First name :

Date of birth :

Nationality.....

Level of education

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

Training school:

Date of admission :

Date of graduation:

Diploma obtained: Date

Specific knowledge: Publication, research work _____
 Date of start of service: _____
 Nature of service rendered: _____
 Number of years of service : _____
 Number of years in the company : _____
 Date of start of service in the company : _____

WORK EXPERIENCE (*)

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

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

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

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

Done on....., at

Signed

ANNEX N° 06MODEL OF SITE VISIT REPORT

I) INTRODUCTION

TENDER N° (with project title).....
 NAME OF COMPANY.....
 DATE:..... TIME:.....

II) COMMENTARY:

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

II-2) Accessibility to the project site:

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

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

NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO JUSTIFY MY COMMENTARY ABOVE

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

IV) AVAILABILITY OF CONSTRUCTION MATERIAL (stones, sand, gravel, wood etc)

V) DIFFICULTIES:

V) CONCLUSION.....

.....

SIGNATURES:

Signature of Contractor or his staff concerned

ANNEX N° 04 KEY STAFF

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				
SUPPORT STAFF				

ANNEX N° 07 THE EVALUATION GRID

**FOR THE CONSTRUCTION OF A BLOCK OF THREE CLASSROOMS IN GTC TABENKEN , IN TABENKEN , NKAMBE
CENTRAL SUB-DIVISION DIVISION DONGA-MANTUNG DIVISION OF THE NORTH WEST REGION.**

DOCUMENT N°	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Dedclaration of intention to tender stamped with the tariff in force (written by the bidder).		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury of 70,000 (forty thousand) FCFA		
A.6	A bid bond of 700 000 FCFA (seven hundred and forty thousand) FCFA issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of center for taxation		
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).		
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.		
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		

B.1	General presentation of the bids	Y ES	N O
	-Document spiral bound.....		
	-Table of content page		
	-Colour page separation.....		
	- Presentation of documents in the order given in this tender file.....		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS (Minimum acceptable: 02 Contracts realized in similar domain within the past 05 years)		
	-List of references of the enterprise in similar jobs justified by signed contracts (first and last pages)		
	- Minutes of reception or attestation of clearances of works executed. (minutes of final reception) minimum two.		
B.3	QUALIFICATION AND EXPERIENCE OF TECHNICAL STAFF		
B.3.1	01 works supervisor (Senior Technician certificate in Civil Engineering (BAC +2))		
	➤ CV signed by the concerned.....		
	➤ A certified copy of the diploma		
	➤ An attestation of availability signed by the concerned.....		
	➤ Certified Copy of ID card		
B.3.2	01 Site foreman (Technician certificate in Civil Engineering (BAC F4 or equivalent certificate))		
	➤ CV signed by the concerned.....		
	➤ A certified copy of the diploma		
	➤ An attestation of availability signed by the concerned.....		
	➤ Certified Copy of ID card		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution with respect to 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	Proof of ownership or rental of a dump truck		
B.5.3	Proof of ownership or rental of a concrete vibrator		
B.5.4	Proof of ownership or rental of a Hand compactor		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, spead, etc.		
	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Attestation of site visit signed by the bidder or his representative in his honor .		
B.8	Comprehensive report of site visit signed by the company engineer or technician and justified by photos		
B.9	Special Technical Clauses (initialed with company stamp and last page Signed)		
B.10	Special Administrative Clauses (initialed with company stamp on all the pages and last page Signed)		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.	YES	NO
C1	A submission letter, signed, dated and stamped, following tender modele.		
C2	Completed and signed frame work of unit prices, following tender modele.		
C3	Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) (initialed with company stamp and last page Signed) following tender modele		
C4	Sub details of unit prices, following tender modele.		

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum of a technical score of 75% in the essential criteria

The contract will be awarded to the bidder who would have proposed the bids with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

A - Eliminatory criteria

- Absence of a document in the administrative file and not provided within 48 hrs on request
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- Unjustified financial capacity;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Bids submitted after the deadline of submission;
- Incomplete technical and financial files
- Omission of a unit price in the financial bid;
- Technical score of at least 75% of the essential criteria;

B - Essential criteria

- General presentation of the bids
- Financial capacity of the company;
- Experience of the company ;
- Quality of personnel and management of the company;
- Technical equipment ;
- Methodology for the execution of works

11. Main qualification criteria

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

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

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least **75%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the bids with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

ANNEX 8: MODELE ATTESTATION OF SITE VISIT

I the undersigned Mr./Mrs./Miss[Surname and Name of Principal]The Head Teacher of [Name of Ministry] confirm that

Mr./Mrs./Miss (Surname and Name)

Engineer of the Company:..... (Name of Enterprise),

has actually visited the site which is going to receive the structure relative to **OPEN NATIONAL INVITATION TO TENDER No...../ONIT/MINESEC/RDNW/DDDM/DMDTB/2022OFFOR THE CONSTRUCTION OF A BLOCK OF THREE CLASSROOMS IN GTC TABENKEN , IN TABENKEN , NKAMBE CENTRAL SUB-DIVISION DIVISION DONGA-MANTUNG DIVISION OF THE NORTH WEST REGION.**

The interested person declares:

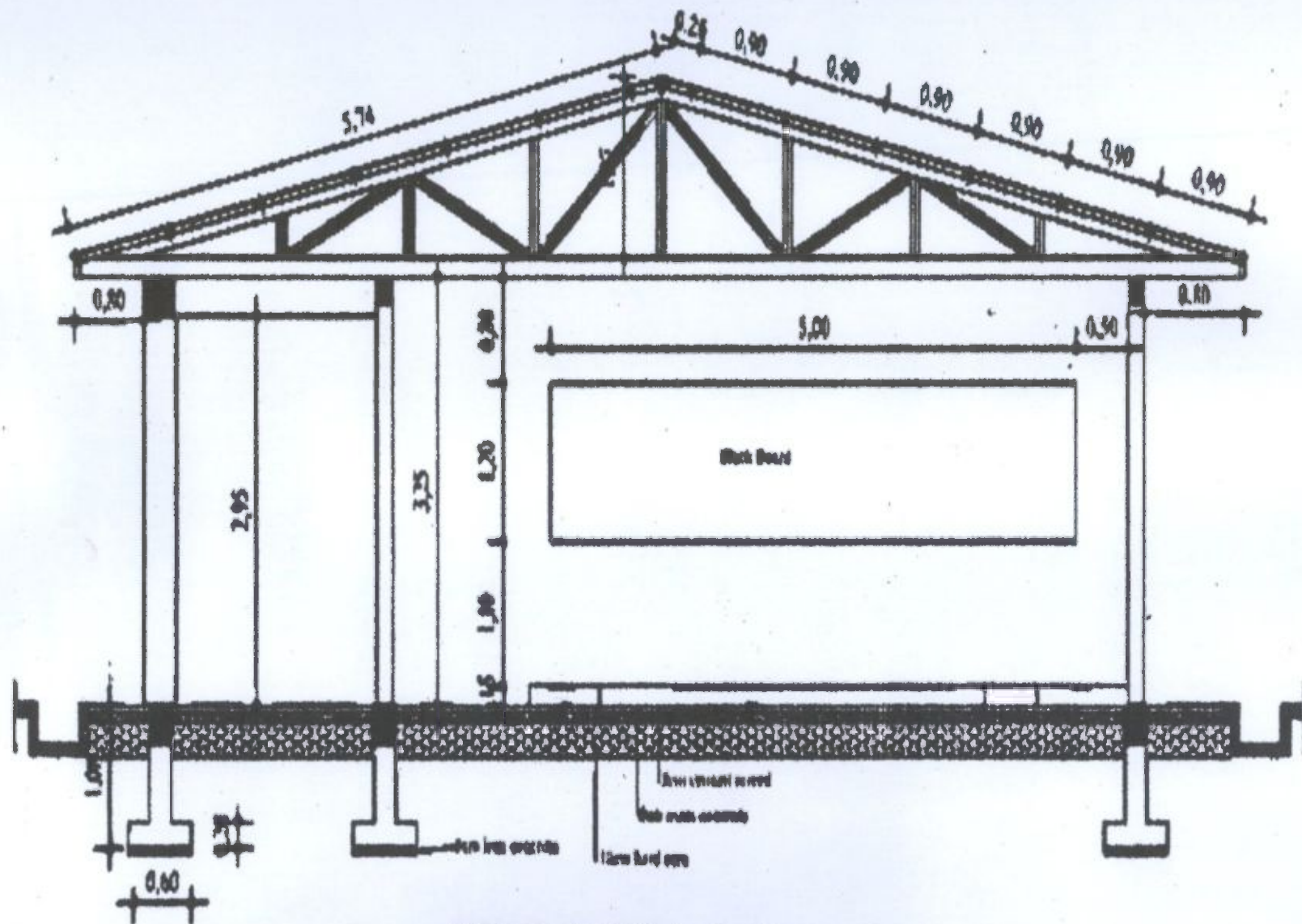
- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of the job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall on no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

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

Date

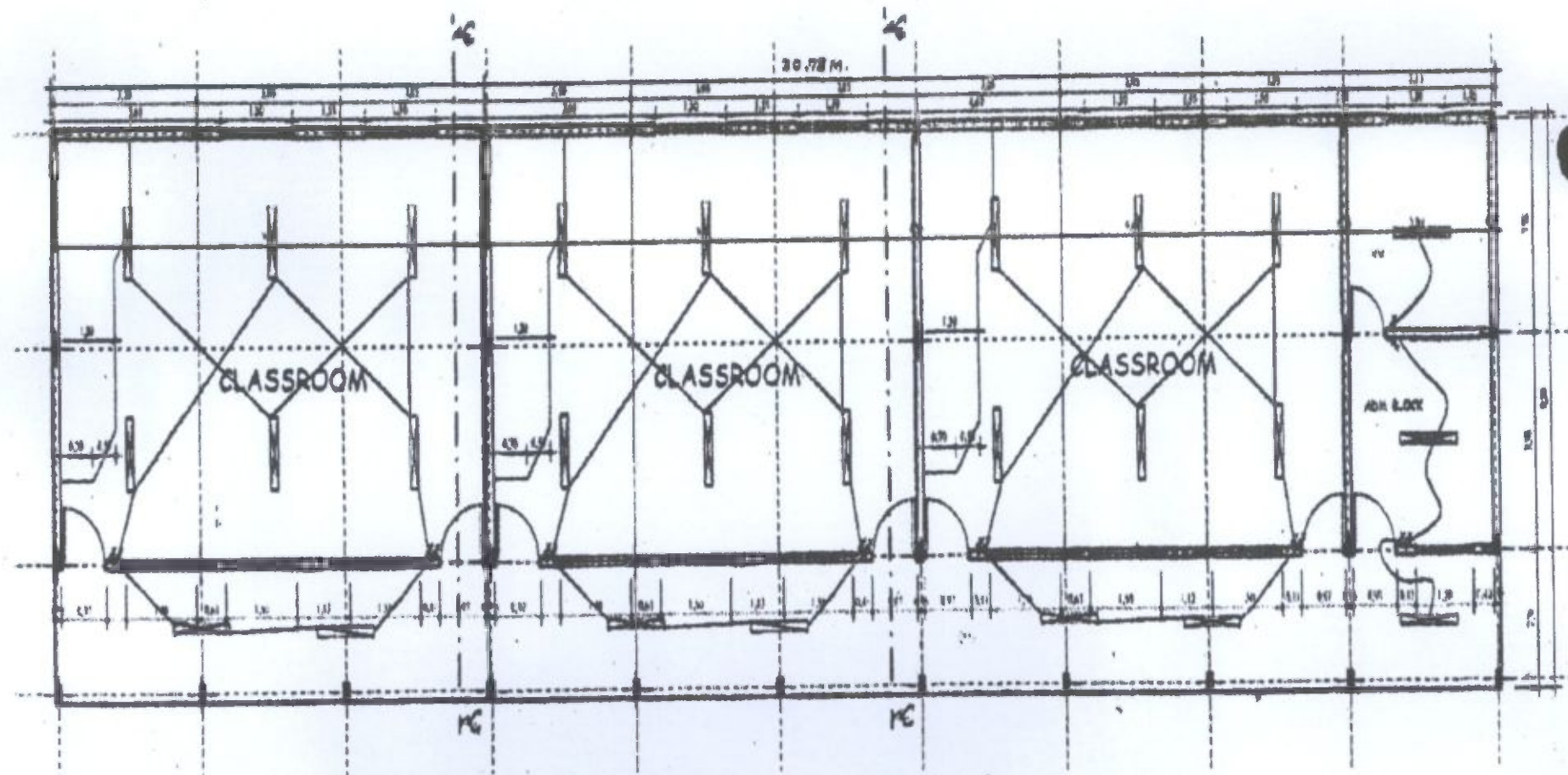
Stamp of enterprise

Signature and Names of the concern

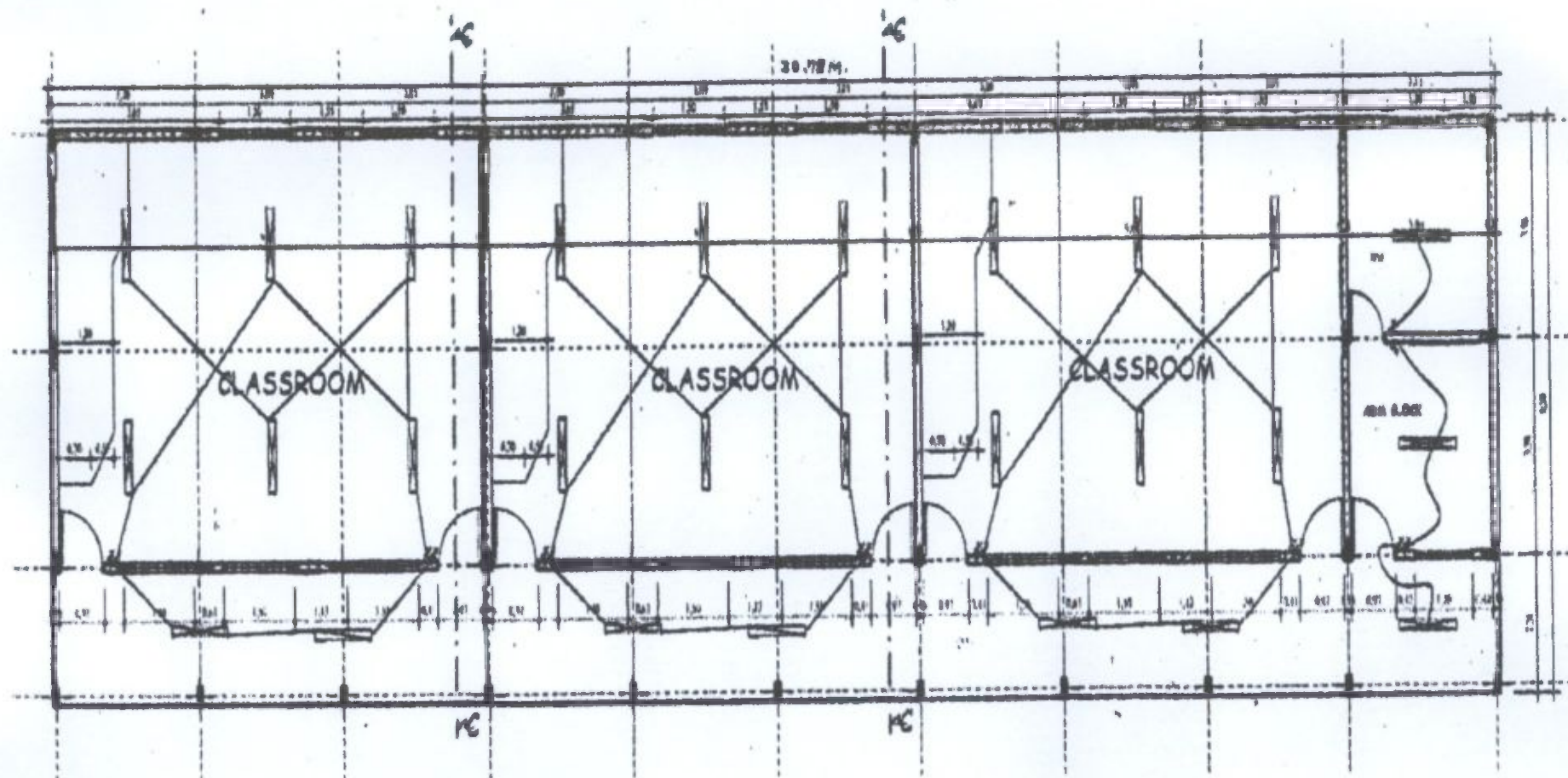


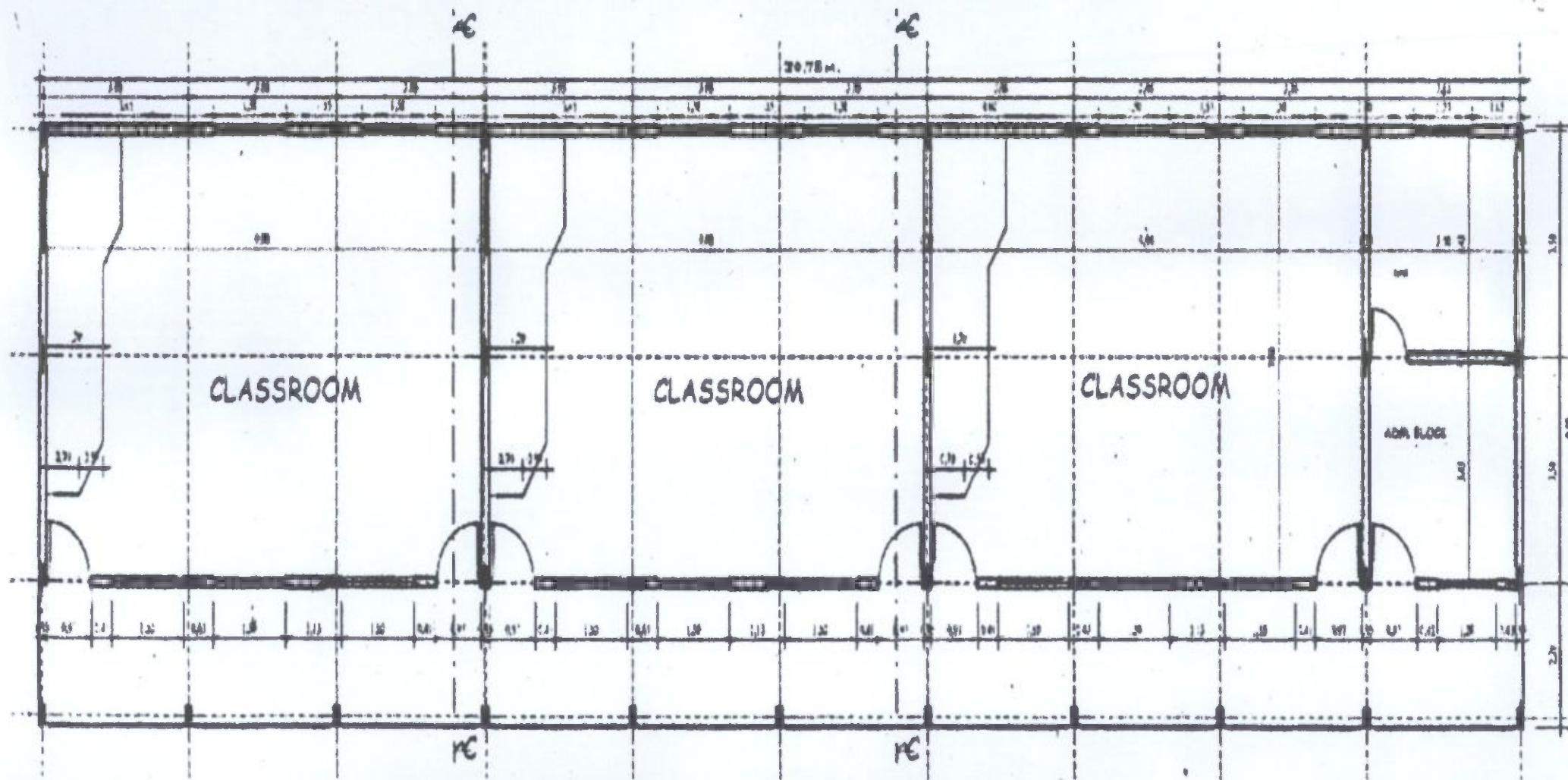
SECTION C-C

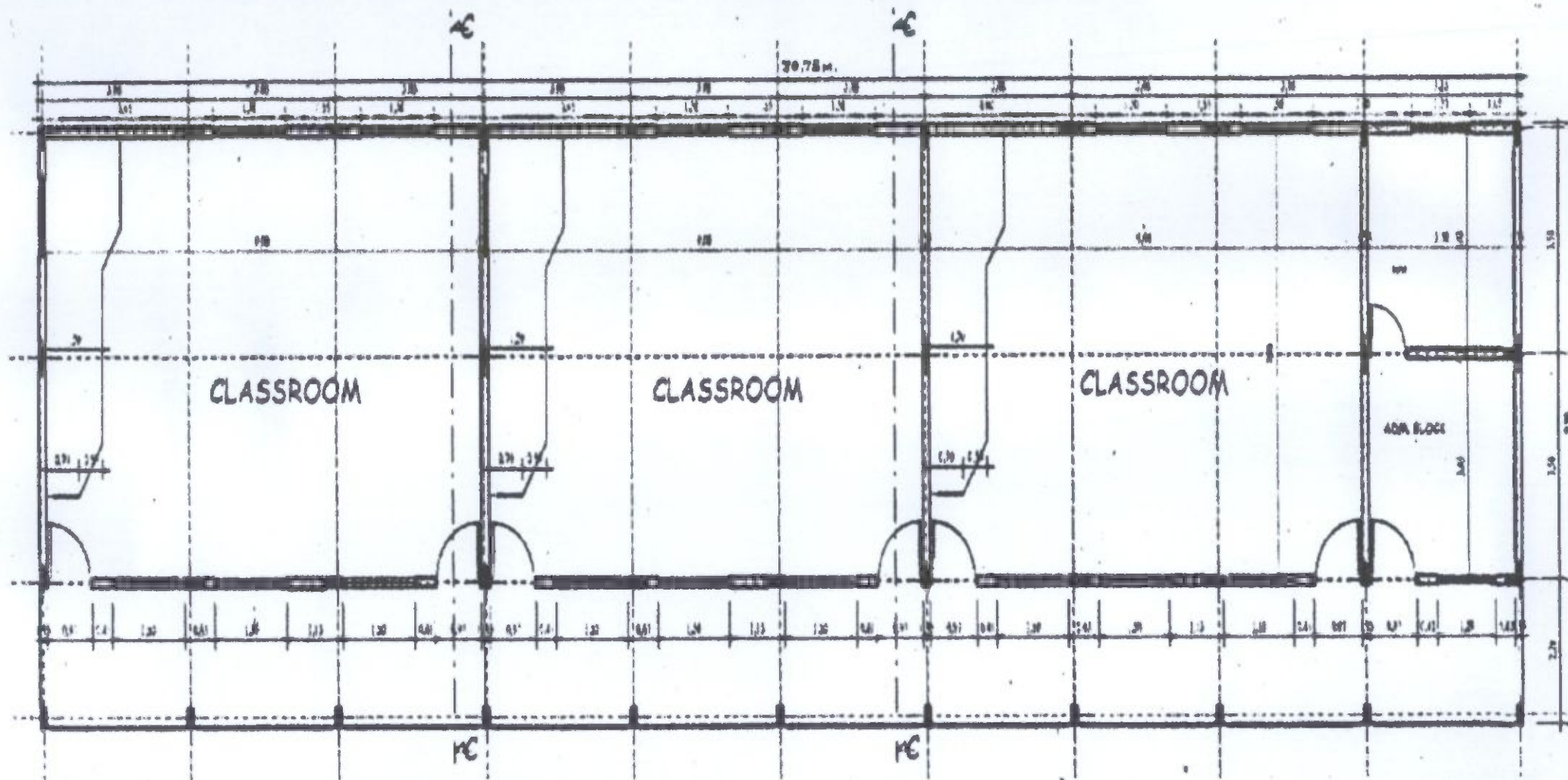
ELECTRICITY PLAN



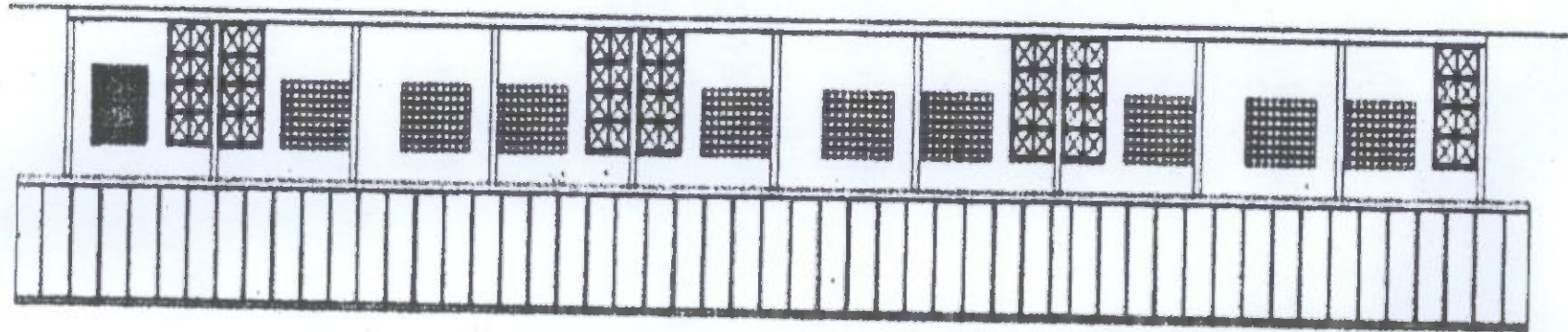
ELECTRICITY PLAN



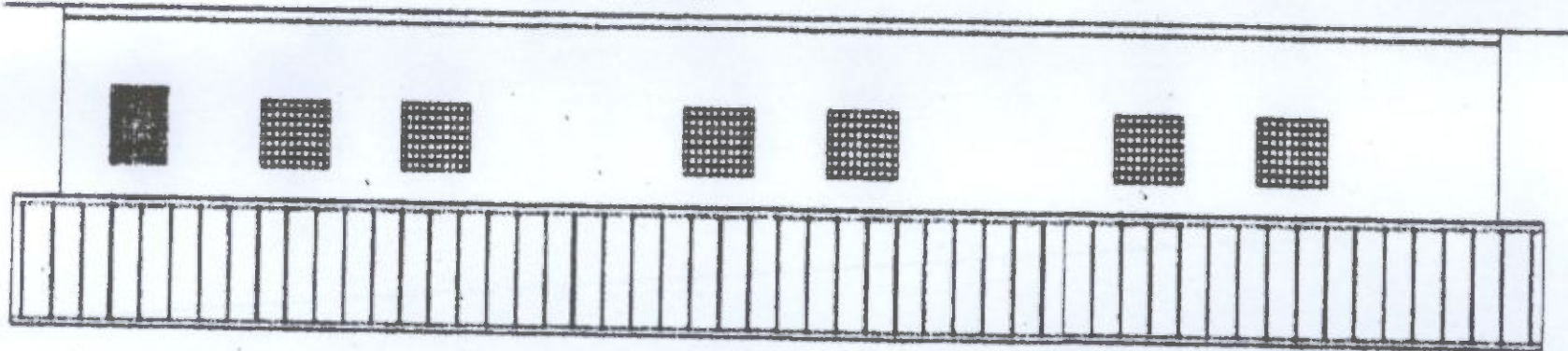




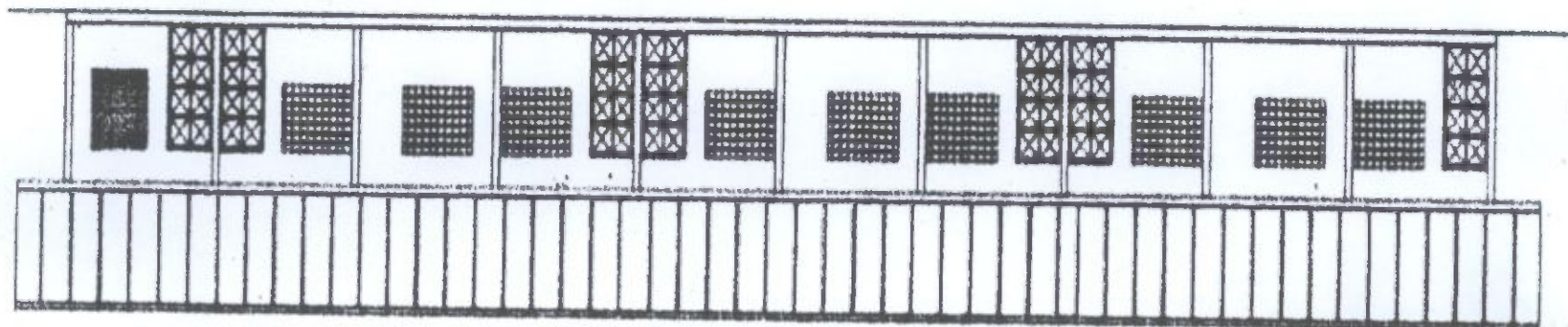
FRONT ELEVATION



REAR ELEVATION



FRONT ELEVATION



REAR ELEVATION

