

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA
DECENTRALISATION ET DU
DEVELOPMENT LOCALE

REGION DU NORD-OUEST

DEPARTMENT DE LA MEZAM
COMMUNE DE BAMENDA I

Tel: 677 177 974 / 6 99 29 83 69
P.O BOX 4152

Website: bda1council.org
Email : infobda1council@gmail.com
support@bda1council.com



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF
DECENTRALISATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

BAMENDA I COUNCIL

Tel: 677 177 974 / 6 99 29 83 69
P.O BOX 4152

Website: bda1council.org
Email : infobda1council@gmail.com
support@bda1council.com

BAMENDA I COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

N°04/ONIT/MINDDEVEL/ BIC/BICITB/MEZAM/NWR/2024
OF 26/01/2024 FOR THE CONSTRUCTION OF A FENCE AT THE WOMEN'S
EMPOWERMENT CENTER IN BAMENDA I COUNCIL AREA, MEZAM DIVISION,
OF THE NORTH WEST REGION.

PROJECT OWNER: THE LORD MAYOR OF BAMENDA I COUNCIL.

FINANCING: MINPROFF Public Investment Budget of 2024

BUDGET HEAD

FINANCIAL YEAR 2024

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTRE DE LA
DECENTRALISATION ET DU
DEVELOPPEMENT LOCALE

REGION DU NORD-OUEST

DEPARTMENT DE LA MEZAM
COMMUNE DE BAMENDA I

Tel: 677 177 974 / 6 99 29 83 69
P.O BOX 4152

Website: bda1council.org
Email : infobda1council@gmail.com
support@bda1council.com



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF
DECENTRALISATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

BAMENDA I COUNCIL

Tel: 677 177 974 / 6 99 29 83 69
P.O BOX 4152

Website: bda1council.org
Email : infobda1council@gmail.com
support@bda1council.com

BAMENDA I COUNCIL INTERNAL TENDERS BOARD

***** OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

**N°04/ONIT/MINDDEVEL/ BIC/BICITB/MEZAM/NWR/2024
OF 26/01/2024 FOR THE CONSTRUCTION OF A FENCE AT THE WOMEN'S
EMPOWERMENT CENTER IN BAMENDA I COUNCIL AREA, MEZAM DIVISION,
OF THE NORTH WEST REGION.**

PROJECT OWNER: THE LORD MAYOR OF BAMENDA I COUNCIL.

FINANCING: MINPROFF Public Investment Budget of 2024

BUDGET HEAD

FINANCIAL YEAR 2024

Document No. 1
Tender Notice

Participation to this Invitation to Tender is opened to Cameroonian enterprises that are in compliance with the fiscal laws.

7. Financing

Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of MINPROFF, budget heads No.....

8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **FOUR HUNDRED THOUSAND FRANCS FCFA (400,000FCFA)** and valid for thirty (30) days beyond the date of validity of bids

9. Consultation of Tender File:

The file may be consulted during working hours at the Bamenda I Council (SIGAMP OFFICE) as soon as this notice is published.

10. Acquisition of Tender File:

The file may be obtained from the Bamenda I Council (SIGAMP OFFICE) as soon as this Notice is published against payment of the non-refundable sum of **35,000 CFA francs** (Thirty five thousand Francs CFA), payable at the Bamenda I Council Treasury, representing the cost of purchasing the Tender File.

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Bamenda I council, (SIGAMP Office) not later than **20/01/2024 at 10:00 AM** local time and should carry the inscription:

<< OPEN NATIONAL INVITATION TO TENDER

N°04/ONIT/MINDDEVEL/ BIC/BICITB/MEZAM/NWR/2024

OF 26/01/2024 FOR THE CONSTRUCTION OF A FENCE AT THE WOMEN'S EMPOWERMENT CENTER IN BAMENDA I COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE.

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

12. Admissibility of bids

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

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

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially 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. The opening of the administrative documents, the Technical and Financial offers will take place on the **20/01/2024 At 11:00 AM** local time, in the conference hall of the Bamenda I Council, by the Bamenda I Council internal tenders board. Only bidders may attend or be represented by duly mandated persons of their choice who have knowledge about the bids.

14. Evaluation criteria

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

A. Eliminatory criteria

1. Absence or insufficient Bid Bond;
2. Non respect of 48 hours given for absence or non conformity of an element in the Administrative File
3. False declaration or falsified documents;

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTRE DE LA
DECENTRALISATION ET DU
DEVELOPPEMENT LOCALE

REGION DU NORD-OUEST

DEPARTEMENT DE LA MEZAM
COMMUNE DE BAMENDA I

Tel: 677 177 974 / 6 99 29 83 69
P.O BOX 4152

Website: bda1council.org
Email : infobda1council@gmail.com
support@bda1council.com



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF
DECENTRALISATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

BAMENDA I COUNCIL

Tel: 677 177 974 / 6 99 29 83 69
P.O BOX 4152

Website: bda1council.org
Email : infobda1council@gmail.com
support@bda1council.com

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE D'URGENCE
N°04/AONO/MINDDEVEL/BIC/BICITB/MEZAM/NO 04/2024 DU 26/01/2024 POUR LA
CONSTRUCTION D'UN CLOTURE AU CENTRE D'AUTONOMISATION DES FEMMES DANS LA
COMMUNE DE BAMENDA I^{er}, DEPARTEMENT DE MEZAM, REGION DE NORD OUEST**

Financement : BUDGET D'INVESTISSEMENT PUBLIC MINPROFF(BIP) - EXERCICE 2024

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2024, le maire de la Commune de Bamenda I, Autorité Contractante lance, un Appel d'Offres National Ouvert POUR LA CONSTRUCTION D'UN CLOTURE AU CENTRE D'AUTONOMISATION DES FEMMES, DANS LA COMMUNE DE BAMENDA I^{er}, DEPARTEMENT DE la MEZAM, REGION DU NORD OUEST EN PROCEDURE D'URGENCE.

2. Consistance des travaux

Les travaux comprennent notamment :

- Travaux préparatoires
- Trassement et foundation
- Elevation
- Drainage
- Electricite
- torture

3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de quatre vingt dix (90) jours

4. Allotissement

Les travaux sont constitués en un (01) lot ci-après défini :
CONSTRUCTION D'UN CLOTURE AU CENTRE D'AUTONOMISATION DES FEMMES, DANS LA COMMUNE DE BAMENDA I^{er}, DEPARTEMENT DE la MEZAM, REGION DU NORD OUEST

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de vingt millions (20,000,000) FCFA

6. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais

7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics de MINPROFF de l'exercice 2024 sur la ligne d'imputation budgétaires n°

- 7- Offres financière incomplète,
- 8- Absence d'un prix unitaire quantifié ;
- 9- Le non-respect de **75%** des critères essentiels ;
- 10-Entreprise suspendue par le MINMAP
- 11-Capacité financière inférieur au tiers du cout prévisionnel.

B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :
 Suivant Lettre Circulaire NO. 000005/LC/MINMA/CAB du 26/12/2023 relative a' la mise en œuvre de la dispense, **les soumissionnaires catégorisés de la production dans leurs dossiers techniques, des pièces justificative relative a' chiffre d'affaires, aux références, aux moyens techniques et logistiques propres minima, au personnel permanent et a' la localisation du siège.**

- 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- Sécurité au chantier ;
- 7- Moyens logistiques ;
- 8- Attestation et rapport de visite du site signé par l, entreprise;
- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page et signé à la dernière page ;
- 10-Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et signé à la dernière page.

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

1. Attribution

Cette évaluation se fera de manière purement positive (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 disant, 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.

2. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

3. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Commune de Bamenda 1, Service de SIGAMP.

Fait à la Commune de Bamenda première, le _____



Copie :

- MINMAP
- ARMP ;
- MINDEVEL;
- Président B1CITB;
- Affichage.
- Chrono/Archive

Table of content

A. General

Article 1: Scope of the tender.....	
Article 2: Financing.....	
Article 3: Fraud and corruption.....	
Article 4: Candidates admitted to compete.....	
Article 5: Building materials, materials, supplies, equipment and authorised services...	
Article 6: Qualification of the bidder.....	
Article 7: Visit of the work site	

B. Tender File.....

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

C. Preparation of Bids

Article 11: Tender fees.....	
Article 12: Language of bid.....	
Article 13: Constituent documents of the bid.....	
Article 14: Amount of bid.....	
Article 15: Currency of bid and payment.....	
Article 16: Validity of bids.....	
Article 17: Bid bond.....	
Article 18: Varying proposals by bidders.....	
Article 19: Preparatory meeting to the establishment of bids.....	
Article 20: Form and signature of bids.....	

D. Submission of bids.....

Article 21: Sealing and marking of bids.....	
Article 22: Date and time-limit for submission of bids.....	
Article 23: Out of time-limit bids.....	
Article 24: Modification, substitution and withdrawal of bids.....	

E. Opening and evaluation of bids

Article 25: Opening of bids.....	
Article 26: Confidential nature of the procedure.....	
Article 27: Clarifications on the bid and contact with Contracting Authority.....	
Article 28: Determination of their compliance.....	
Article 29: Qualification of the bidder.....	
Article 30: Correction of errors.....	
Article 31: Conversion into a single currency.....	
Article 32: Evaluation of financial bids.....	
Article 33: National preference.....	

F. Award of the Contract.....

Article 34: Award.....	
Article 35: Right of the Contracting Authority to declare an Invitation to Tender unsuccessful or to cancel a procedure.....	
Article 36: Notification of the award of the Contract.....	
Article 37: Signature of the Contract.....	
Article 38: Final bond.....	

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:
 - i) 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
 - ii) 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.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts.
- (c) The bidder must not have been excluded from bidding for Public Contracts.
- (c) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) 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;
- (v) Availability of indispensable equipment.

Document No. 8. The sub details of unit prices;

Document No. 9. Model documents of the Contract:

- a. The execution schedule;
- b. Model of forms presenting the equipment, personnel and references;
- c. Model bidding letter;
- d. Model bid bond;
- e. Model final bond;
- f. Model of bond of start-off advance;
- g. Model of guarantee in replacement of the retention fund;
- h. Model Contract;

Document No. 10. Models to be used by bidders;

- a. Model Contract;

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for Public Contracts to be inserted by the 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 Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the Invitation to Tender and send a copy to the Project Owner. The 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 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 Contracting Authority and to the body in charge of the regulation of Public Contracts and the chairperson of the Tenders Board.

9.4 The 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 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.

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

10.4

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:

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;
5. 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.

- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and 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:
 - i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) 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 basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

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.

- 22.2 The 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 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 Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

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

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:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the Contract;
 - iii) 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 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:
- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
 - (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
 - (c) Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

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 Contracting Authority to declare an Invitation to Tender unsuccessful or cancel a procedure

The Contracting Authority reserves the right to cancel a procedure of Invitation to Tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts 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 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 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 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 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 Contracting Authority has a deadline of seven (7) days to sign the Contract from the date of acceptance 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.

**DOCUMENT No. 3: SPECIAL REGULATION OF THE
INVITATION TO TENDER (SRIT)**

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 binary way (yes) or (no) with an acceptable minimum from at least 75% of the essential criteria taken into account.

The Contract will be awarded to the bidder who would have proposed the offer 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 6: Language of the bids:

The offer 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 offer, the translation will be taken.

PRESENTATION OF THE BID

The bids prepared in English or French and in seven (07) copies with one (02) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative Documents
- B) Technical Documents
- C) Financial Documents
- 5.1 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

N°04/ONIT/MINDDEVEL/B1C/BICITB /B1SD/MEZAM/NWR /2024 OF 26/01/2024 FOR THE CONSTRUCTION OF A FENCE AT THE WOMEN'S EMPOWERMENT CENTER IN BAMENDA I COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"

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.

DOC N°	DESCRIPTION FOR THE CONSTRUCTION OF A FENCE AT THE WOMEN'S EMPOWERMENT CENTER IN BAMENDA I COUNCIL AREA,
A.1	Certified Copy of the Business Registration, not older than three months.
A.2	Declaration of intention to tender stamped with the tariff in force (see sample document).
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 older 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 older than three months.
A.5	Purchase receipt of Tender File issued by Bamenda I council treasury of 35,000 FCFA
A.6	A bid bond of 400,000 FCFA (four 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)

	Professional experience of the Site foreman \geq 03 years (signed CV)		
	- CV signed by the candidate,		
	- A certified copy of the technical diploma		
	- An attestation of availability signed by the candidate		
	- Certified copy of ID card		
B.3.3	Other personnel		
	- 02 two bricklayers with 3 years professional experience in building construction or similar works CVs signed by the candidate and the certified copies of National ID Card and technical diploma at least CAP or GCE O/L Technical		
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 in respect with the Tender File		
B.4.10	Attestation of site visit signed by the Contractor		
B.4.11	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Prove of ownership or rental of a pick-up or other vans		
B.5.2	Prove of ownership or rental of a dump truck		
B.5.3	Prove of ownership or rental of a Concrete mixer		
B.5.4	Prove of ownership or rental of a bulldozer		
B.5.5	Prove of ownership or rental of a compacting machine		
B.5.6	Prove of ownership or rental of a concrete Vibrator		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, 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	Special Technical Clauses initialed in all the pages and last page signed		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and franked
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices initialed in all pages and last page signed

TO BE OPENED ONLY DURING THE BID OPENING SESSION»

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest 20/02/2024 at 10: AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**BAMENDA 1 COUNCIL OFFICE
SIGAMP OFFICE
TEL.: 676567533**

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Bamenda I Council on 20/02/2024 as from 11:00 AM, by the Bamenda I Council internal tenders 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 15: Award of the Contract

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to 100% of all the eliminatory criteria and at least 75% of the essential criteria taken into account.

The decision carrying attribution of the Contract will be published by way of press release or any other means of publication of use in the Administration.

If the Contract passed on the basis of technical alternative suggested by the bidder, the Contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer.

The Contracting authority reserves the right not to take action on an invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of work the Contractor must be installed on the site by the following:

- ❖ The Contracting Authority or his rep
- ❖ Contract Engineer or his rep
- ❖ DDMINMAP MEZAM or rep
- ❖ PROJECT MANAGER or Rep
- ❖ DD MINPROFF MEZAM or Rep
- ❖ DDMINEPAT or his rep
- ❖ CTS BAMENDA 1 OR HIS REP
- ❖ Contractor or his rep

Table of content

Chapter I: General

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

Chapter II: Financial conditions

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

Chapter III: Execution of the works

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

Chapter IV: Acceptance

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

Chapter V: Miscellaneous provisions

- Article 46 - Termination of the Contract (article 74 of GAC)
- Article 47 - Force majeure (article 75 of GAC)
- Article 48 - Differences and disputes (article 79 of GAC)
- Article 49 - Drafting and dissemination of this Contract

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: (to be adapted to the nature of the works).

- 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, calculation notes, trial documents, geotechnical documents [insert and indicate, where need be, names and references].
- 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 [inserts and indicates, where need be, names and references].

Article 6: General instruments in force

This Contract shall be governed by the following general instruments [to be adapted according to the case]:

1. Framework Law No. 96/12 of 5th August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2002/058 of 23rd February 2002 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for implementing the tax and customs system applicable to Public Contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree No. 2022/074 of 8th March 2022 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2023/271 of 5 August 2023;
8. Decree No. 2022/075 of 8th March 2022 to organise the Ministry in charge of Public Contracts;
9. Circular No. 002/CAB/PR of 19th June 2022 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINJEC/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular [to be indicated as applicable] 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
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

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

a) In the case where the Contractor is the addressee: Sir/Madam.....

Article 9: Contracts with conditional phases (Article 9 of GAC)

9.1 [Specify if the Contract has one or several phases]

At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.

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

Article 10: Contractor's equipment and personnel (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 have himself replaced 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 30 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 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

[Specify, if need be, the rates (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
- Net to be paid= EVAT-TSR and/or AIR

Article 20: Advances (article 28 of the GAC)

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

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

20.3 The total amount of the advance must be reimbursed not later than when the value in basic 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:

- [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the Contractor;
- 2.5% or 5.5 % 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 _____ within a maximum deadline of _____ 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. 2005/275 of 24 September 2005 to institute the Public Contracts Code.

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

A. Penalties for delay

- Taxes and dues relating to industrial and commercial profits, including the IAR 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: (position or volume of works)

(To be specified cf. 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: Execution time-limit 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 **ninety (90) days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works *[or that fixed in this Administrative Order- to be specified]*.

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.

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 30 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.

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].

36.3 Indicate the special measures demanded of the Contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

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 basic 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 [specify] % of the initial amount of the Contract and its additional clauses (the ceiling is 30 %).

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.

Article 41: Use of explosives (article 60 of the GAC)

[Specify the possible restrictions or bans]

Chapter IV: ACCEPTANCE

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the Contractor shall ask in writing to the control Engineer, 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, signed by the following.

- Contract Engineer,
- Project Manager,
- Contractor.

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

42.2 Acceptance

The acceptance commission shall comprise:

The acceptance commission shall comprise:

- 1- The Authorizing Officer (Contracting Authority)..... (Chairman))
- 2- The Contract Engineer or his rep..... (rapporteur)
- 3- Project Manager(Member)
- 4- DD MINPROFF MEZAM.....(Member)
- 5- DD MINMAP Mezam(observer)
- 6- Chief of technical service BIC.....(member)
- 7- Quarter Head.....(member)
- 8- The contractor or his representative.....(Member)

Document No. 5:
Special Technical Conditions (STC)

WORKS TO BE EXECUTED

Earth Works

Site clearance and excavation works will be done manually and /or mechanically while responding to the levels as indicated on the working drawings. Pits will be dug at critical points to receive pad foundation and pillars linked by ground beams. These operations will be done under the close supervision of the Project engineer.

The foundation width and depth will be done strictly as followed on the detailed structural drawings and calculation table specifically for that purpose.

Blinding Concrete.

A 5cm thick lean concrete mix of 150kg/m³ (CPJ 325) will be laid under foundation pads for pillar footings.

Mass Concrete

The ground floors and outdoor pavements of this building will be of mass concrete of dosage 300kg/m³ and following the rules and regulations of pavements and done independently and with finishes as required by design.

Reinforced concrete

The skeleton (framework) of this building constitutes R.C beams and pillars, which must be cast in-situ designed according to the rules of and CP 110 and batching done according to trial batches or Dreux method, by weight and or volume, closely supervised by the supervisor in charge. Mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. A percentage loss due to waste, mixing and settlement has been envisaged in the quantities which is 32%

Load evaluation has been limited to dead, live and service loads of the building external horizontal and vertical charges due to wind; rain etc have not been considered which is due to the negligible atmospheric conditions of the area.

The floors have a thick mass concrete of 300kg/m³ mix APC and will be laid on 8cm layer of hardcore spread on the bearing surface area.

The aggregates will be of class 15/25 and free from organic impurities and any substance that may adversely affect the strength and workability of the concrete. Cast concrete shall be cured as required to achieve its maximum strength

Acceptance for Reinforcements

Before concrete is cast, the Contractor must inform the supervisor that work has been completed in the assembling of reinforcements so that they can be approved. The Project engineer shall indicate the term "Good for concreting" on the building site log, after reception, thereby authorizing the Contractor to proceed.

Formwork

All foundation concrete structures shall be made inside ordinary concrete forms, unless otherwise specified by the supervisor and should meet the following requirements:

- a) If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly joined.
- b) If the ordinary form is made with fibreboard or plywood, the sides must be properly joined and be of the same level. The tolerated space between joints should be same as those between sawn timbers.
- c) Formwork for Reservations or recesses: Recesses intended for masonry fittings or other uses should be made using appropriate forms. Such forms should be put together in such a way that its parts can be removed with ease.

Pre-casting Preparations

- a) Cleanliness

The form must be free from hydrocarbon products such as grease, etc or by rust. The stains must be thoroughly cleaned up, if need be.

- **Cement**

Cement shall be true Portland of standard brand and manufacture, i.e. CPA 45 or CPJ 35 type or equivalent. The cement used should be artificial Portland cement 215.325 P.15.302 Standard. It should be supplied to the building site in six ply paper bags. Any humid cement shall be rejected and immediately removed from the building site.

The Contractor must inform the supervisor that he has received his supplies.

Random samples could be taken from each lot and tested in an approved laboratory using the AFNOR P.15.301 Standard, at the contractor's expense.

The lots that do not meet the standards must be removed from the stock and taken away from the building site.

The bags must be in good shape, at the time they reach the site, and should be stored in a covered and completely dry place, and on a raised plank surface that is at least 10 cm above the ground.

- **Reinforcements**

All reinforcements or meshes must comply with BAEL 91 specifications. Iron rods must have French AFNOR 35.001 standard characteristics or similar. All reinforcements used in the construction project must be of the Fe E240 grade for smooth bars and the Fe E400 grade for high bond rods. The rods must be cut with shears.

The rod should be bent cold, either manually or mechanically. Hot bending may be allowed for high adhesive rods of a diameter equal to or larger than 32 mm, on condition that a control apparatus is used to avoid overheating, and on the approval of the Project Manager's representative.

The diameter of the tube benders used for bending must comply with BAEL 91 rules and approval records. Anchor tabs shall be normal 45-degree elbows at right angle or double knee anchoring. The metal used shall be clean and free from calamine. Bars with defects such as blisters, cracks or hairlines that can affect tensile strength shall be rejected.

Concrete reinforcements shall be assembled to the exact dimensions indicated in the drawings provided by the consulting firm or the Contractor.

Reinforcements must be assembled in the workshop at the building site. They should never be assembled inside the form box if the cheek boards have already been put in place.

The space between the walls of the formwork and reinforcements should be at least 2.3 cm for elevation concrete and 4 cm for foundation concrete. These spaces should be obtained using prefabricated concrete or plastic shims, whose dimension should match the results to be obtained.

The concrete shims should have wires to be used in tying them to the reinforcements. There should be enough shims and mounting bars to prevent the reinforcements from being deformed during handling and concreting.

If there are any doubts as to the quality of the iron rods supplied to the project site, the supervisor or his representative could, ask for tensile strength tests on the samples taken from the batch. Such tests would be done at the contractor's expense. The tests should be carried out by an approved body.

For floor beam frames, all measures should be taken to keep the bars raised and properly positioned around the supports. Enough vertical stirrup rods should be used to prevent any deformation. All overlaps should comply with BAEL 91 prescriptions.

Frames with traces of non-adhesive rust should be thoroughly brushed off before being placed in the forms.

The reinforcements, whether assembled or not, should be stored on boards and not on bare ground.

The iron rods used must be supplied by a reputable and approved manufacturer with guaranteed and stamped production quality. The 6 mm diameter iron rods could be used for circles with diameters of 200: Ø.

The iron rods supplied must be at least 11 m long

OPENINGS

Metallic Doors

All the doors and windows at sensitive areas shall be of high metal quality properly finished respecting the dimensions on the working drawings. They shall be received on site by the supervisor before fitting is carried out.

Cluster Windows

All the window openings shall be constructed as shown on the working drawings.

Painting

The contractor must carefully examine the surface to be painted before work starts. The external wall surfaces shall be done in advancing hues while the internal surfaces shall be done in receding hues. Colour pigments and lighting systems and their intensities shall enhance the value and intensity of colours. The first or TECHNICAL coat shall be done in weak glue (white wash) and should be applied to receive the final or finishing coat. Metallic surfaces should be carefully brushed or washed clean before applying paint.

Internal surface shall be done in pantex type 800 and pantex 1300 on external walls. Paints shall be in water and oil base for walls, ceilings, frames etc.

ROOF COVERING

All the timber for the roof trusses shall be eucalyptus or any hardwood obtained locally, well-seasoned and shall be of straight grains, without defects and treated against insect attack with carbonyl most of the roof trusses shall be triangular. The rafters shall be of 2"x6" (3x12cm) and the purlins 2"x4" (4x8cm.) Oblique, horizontal and vertical wind braces shall be done to secure the truss from possible up heave due to wind pressures. The roof shall be tied to the building by diameter 6mm extended reinforcement bars. The roof slope, fall direction etc. is chosen in accordance with the manufacturers (AUBAC) specification, atmospheric conditions aesthetic and longevity. The sheathing shall be semi-circular corrugated three (3) m long aluminium sheets of 0.35, from SCATRAL or AUBAC Douala. It shall be screwed or nailed to the purlins by carefully chosen qualified and skilled technicians under the close supervision of the architect. The facial boards shall be of metal sheets with a finish hue to be determined by the architect in close collaboration with the client.

CEILING

The ceiling shall be executed with 4mm hard plywood fixed on solidly nailed noggins and painted as mentioned above.

ELECTRICITY

Since most of the classrooms are located in the rural areas where there is no electricity the contractor is expected to install all the electrical fittings on the building as stated on the bill of quantities. The final connection to the main supply shall not be the responsibility of the contractor.

SIMPLIFIED ENVIRONMENT CLAUSES

These standard clauses constitute the Environmental Regulations relating to the construction works contracts within the framework of the PIB.

Thus, every enterprise pre-selected for a works contract will have to implement not only measures aimed at mitigating the socio-environmental impacts of the micro-projects but also environmental and social clauses outlined below. It should be stressed that these clauses apply to all types of micro-projects, the enterprise as well as all sub-contractors or dealers.

These measures include:

- A reduction in the raising of dust particles at the work site in order to protect the health of the surrounding population and site workers, by regular watering of the site, or the adoption of an appropriate calendar;
- A Reduction in sound (noise) effects due to the movements of the equipment and machines within the construction site;

b) Equipment

The office and housing area in the working site for the personnel must be equipped with sanitary facilities (latrines, septic tanks, absorbing wells, wash-hand basins and showers) according to the number of the work force. The water tanks (reservoir) will have to be installed and the quantity of water must be adequate with the needs. Adequate drainage must protect the installations.

c) Management of solid waste and liquids

Receptacles (containers) to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and the waste deposited in a garbage can for recuperation by the Council or in a dumping pit. This pit must be located at least 100m from the installations and in case of a river at least 150m away. At the end of the work the pit is to be filled (restored) with soil up to the level of the original soil. The pads (apartment) for servicing and washing of the machines will have to be concreted and equipped with a sump - container into which a liquid that is not needed can flow for recuperation of oils and greases. Worn oils or drainage oil are to be stored in barrels and kept in a secured place while waiting to be moved to a specialized centres for treatment. It is the same process for oil filters, batteries and other toxic waste.

Recruitment of the site workers, health and safety

The contractor is expected to make use in the most possible way of a local labour in the area or zone where work is to be realized or executed. Failing to find the qualified personnel on the spot, he is authorized to recruit labour in the wider working area.

Apart from the training and information for the personnel on the aspects mentioned above (point 1), the contractor must provide his workmen with the necessary safety and adequate equipment, according to the duty post – anti-dust to prevent dust particles, anti-noise helmet, safety shoes, boots, gloves, glasses etc. During the works, mobile and fixed signs or notice will be put in place in order to ensure the safety of the staff and resident population. The company or enterprise will carry out routine watering of the site in order to limit dust particles. He will also take care of the speed limits of the various vehicles and machines (less than 40 Km/h). In the same way, he will have to take care that all the temporary deviations are identified in collaboration with the resident population, and the deviations do not affect the sensitive zones.

Opening up and exploitation of quarries and borrowed zones

a) Opening up and exploitation:

The opening up and the use of quarries are regulated by:

- Law 64/LF/3 of April 6, 1964;
- Decree 64/Lf-163 of May 26, 1964,
- Ordinance 74/2 of July 6, 1974,
- Law 76/14 of July 8, 1976 modified and supplemented by that of NO 90/021 of August 10, 1990,
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989,
- Decree 90/1477 of November 9, 1990.

The quarries exploited on the public lands are subjected to authorization.

The quarries exploited on private lands are subjected to declaration.

The contractor will have to ask the authorizations envisaged by the texts and for payments in force and will take responsibility for all his related expenses, including the expenses for an eventual compensation of the owner or proprietor.

The contractor will have to present a program (Plan) for exploitation of the quarry according to the volume to be extracted for works and the reserves.

If the exploitation of the quarry requires noise (sound, blast), the residents should consult the exploitation schedules, and the generated noise will not have to exceed 90 decibels at the level of the residents.

The spot for quarry deposits will have to be selected so as not to obstruct the run-off water and will have to be protected from erosion. The contractor will have to obtain controller's approval for the quarry deposits spot.

Document No. 6:
Schedule of unit prices

502	Supply and fitting of a small gate 1.5.00x2.80m	U		
503	Supply and fitting of small metal door for guards house (90x210cm)	U		
504	Fabrication and installation of the main gate 4.00x3.0m (rolling gate)	U		
505	Plastering of the walls with cement mortar dosed at 300kg/m ³	m ²		
506	supply and instalation of a window protector(0.9x0.7m) of guard house	U		
	Sub total 500			
600	ELECTRICITY			
601	Supply and install conduit pipe Ø25mm on the fence	Roll		
602	15A Line breaker	no		
603	Water tight Round bulbs to be installed on the fence	no		
604	Supply and install 2.5mm cable	Roll		
605	Supply and install 15A Connector	pkt		
606	Supply and install Socket	U		
607	Supply and install Switch	U		
608	Supply and install Led Lamp holder	U		
609	Supply and install LED Bulb	U		
	SUB TOTAL 600			
700	PAINTING			
700	Painting of base of walls 30cm high with cofee brown oil paint	m ²		
701	priming coat	m ²		
702	Painting of walls with pantex 1300	m ²		
703	Painting of all metal works with oil paint	m ²		
	Sub total 700			
	TOTAL WITHOUT TAXES			
	VAT (19.25%)			
	TOTAL AIR (2.2%)OR (5.5%)			
	TOTAL WITH TAXE INCLUSIVE (ATI)			
	NET PAYMENT			
THIS ESTIMATE IS CLOSED AT THE SUM OF				

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF A FENCE AT THE WOMEN'S EMPOWERMENT CENTER IN BAMENDA I COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION

N ^o	DESCRIPTION	UNIT	Q'TY	UNIT PRICE	AMOUNT (FCFA)
100	PRELIMINARY SITE WORK				
1	Environmental studies	ls	1.0		
2	Programe of execution and final report of work(as build plan)	ls	1.0		
3	site installation	ls	1.0		
4	Clearing of the site	m ²	153.0		
5	setting-out of the fence	LS	1		
	Sub total				
200	EARTHWORK				
201	Excavation of foundation trenches	m ³	61.2		
202	Backfilling of foundation	m ³	25		
	Sub total 200				
300	FOUNDATION WORKS				
301	Blinding of foundation trenches with concrete dosed at 200kg/m3	m ³	2.3		
302	reinforced concrete footings of 40x60x60cm with concrete dozed at 350kg/m3	m ³	7.35		
303	construction of foundtion with frog filled blocks 20x20x40 block	m2	153		
304	Concreting of reinforced concrete pillars with concrete dosed at 350kg/m3 to foundation level 20x20CM	m ³	2.2		
305	Concreting of reinforced concrete foundation chaining beam with concrete dosed at 350kg/m3	m ³	6.2		
	Sub total 300				
400	ELEVATION WORKS				
401	Construction of walls with blocks 15x20x40cm Including guards office(h=2m)	m ²	311.7692		
402	rienforced concrete pillars 20x20CM and flat roof for guards house dozed at 350kg/m3 at 2.5m height	m ³	5.1		
403	RC for coping with concrete dosed at 350kg/m3	m ³	2.3		
404	metallic works at the frontage of fence	ml	30		
	Sub total 400				
500	FITTING AND PLASTERING				
501	Supply and fit metallic barbwires on top of the fence	ml	150		
502	Supply and fitting of a small gate 1.5.00x2.80m	U	1		

Document No. 8:

Document No. 9: Model Contract

Between:

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

On the one hand,

And

_____**(enterprise)**
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

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

On the other hand,

Agree on the following:

Page _____ and last of Contract No. _____ C or JO/CA/TB/0000
 Awarded after Invitation to Tender [specify references of Invitation to Tender]

With _____,

For the execution of _____ works
 Lot No. _____; _____ Network

Section No.	Road No.	Itinerary	Length (km)

EXECUTION DEADLINE _____ (____) months

Amount of Contract in CFA F:

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

Read and accepted by the Contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

1: Model tender (bid letter)

I, the undersigned _____ [indicate the name and Capacity of signatory]

Representing the _____ company or enterprise or group with head office at _____ registered in the trade register of _____ under the number (No) _____

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addendum (addenda): the Invitation to Tender [recall the subject of the Invitation to Tender]

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself established for each type of structure which prices reveal the amount of the Tender No. _____ at _____ [in figures and words] CFA francs exclusive of VAT and at _____ CFA francs inclusive of all Taxes. [In figures and words].
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my bid for [indicate duration of validity, in principle 90 days for national invitations to tender 120 days for international invitations to tender] from the deadline of submission of bids.
- Rebates and the modalities of application of the said rebates shall be the following (in Case of the possibility of award of several lots).

The Project Owner shall pay the sums due for this Contract by crediting account No..... opened in.....Bank.....Branch

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

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

Signature of.....

in the Capacity of.....duly authorised to sign the bids on behalf of.....

3: Model final bond

Bank:

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner and his address]* Cameroon, hereinafter referred to as the "Project Owner"

Whereas _____ *[name and address of Contractor]*, hereafter referred to as "the Contractor", has committed himself, in execution of the Contract referred to as "the Contract", to Carry out *[indicate the nature of the works]*.

Whereas it is stated in the Contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding portion of the Contract, as guarantee of the execution of his full obligations in accordance with the terms of the Contract,

Whereas we have agreed to issue the Contractor this guarantee,

We, _____ *[name and address of bank]*

represented by _____ *[name of signatories]*,

hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Contractor has not satisfied his Contractual commitments within the meaning of the Contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of _____ *[in figures and words]*.

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

This final bond shall enter into force upon signature and notification of the Contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment made by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

5: Model of start-off advance bond

Bank: reference, address _____

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

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of Contract No. _____ of _____ relating to _____ works [indicate the subject of the works, the references of the Invitation to Tender and the lot, if possible] of the total sum corresponding to to the advance of [twenty (20) %] of the amount inclusive of all taxes of Contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

7; Model Declaration of Intention to Tender

I the under signed _____ (name)

Nationality _____ Function _____ (manager or director etc) of the

_____ (enterprise) acknowledged having received the _____

_____ (Tender File or Request for Quotation) No _____

_____ (reference) of _____ (date)

_____ (subject) For The

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

DONE IN _____

BY _____

ON _____

SIGN _____

9: MODEL TABLE OF EQUIPMENT:
LIST OF EQUIPMENT AND MATERIAL AVAILABLE FOR THE WORK

SN	DESIGNATION <i>Description & frame (châssis) number</i>	MARK &(Horse Power if vehicle)	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
etc					

I the undersigned, _____ holder of National Identity Card
 N° _____ issued on _____ at _____ being Managing Director of this Company
 called _____ testifies that the above information is correct and commit myself to present any
 of the above equipment 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.

**NOTE: For equipment, whether owned or hired I must certify justified documents (leased, cartegresse
 etc) with the Tariff in force as spelt-out in the Tender File**

Signature of Managing Director, name, date and Enterprise stamp

ANNEX No. 6: Framework of schedule

DESIGNATION :Studies and site installation					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT /MACHINES	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 EXPENSESES			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	

A.11	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.12	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.13	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 not be more than three months old.
A.14	Plan and attestation of site location of the enterprise
A.15	Power of attorney if necessary
A.16	Group agreement if need be

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

As per the Circular Letter NO 000005/MINMAP/CAB of 26/12/2023 on Implementation of Categorization of Enterprises, only Categorized Enterprises are exempted from submitting in their Technical Files, **related supporting documents relative to the turnover, the references, own minimum technical and logistical means, permanent staff and head office location.**

B.1	General presentation of the Tender Files	
	- Document spirally bound	
	- Table of content page	
	- Colour sheets separation	
	-page numbering	
	- neatness and clarity of documents	
	- Presentation of documents in the order given in this tender file	
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS	
B.2.1	List of references of the enterprise in similar jobs justified by signed Contracts (first and last pages) and minutes of acceptance or attestation of clearances of works executed. (minutes of final acceptance for up to 2024) Minimum acceptable: 02 Contracts realized in the domain of building construction works over the past 05 years	
	1 st Reference	
	2 nd reference	
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF	
B.3.1	works supervisor (at least Bachelor Degree or equivalent certificate) in civil or rural Engineering	
	Qualification of the works supervisor: (Bachelor Degree certificate in Civil Engineering (BAC +3)	
	Professional experience of the project engineer \geq 05 years (signed CV)	
	- CV signed by the candidate,	
	- A certified copy of the technical diploma	
	- An Attestation of presentation of original of the technical diploma	
	- An attestation of availability signed by the candidate	
	- Certified copy of ID card	
B.3.2	Site foreman(Civil Engineering Senior Technician)	
	Qualification of the Site foreman: (Senior Technician certificate in Civil Engineering (BAC +2 or equivalent certificate)	
	Professional experience of the Site foreman \geq 03 years (signed CV)	
	- CV signed by the candidate,	
	- A certified copy of the technical diploma	
	- An attestation of availability signed by the candidate	
	- Certified copy of ID card	
B.3.3	Other personnel	

A. Eliminary criteria

- 1-Absence or insufficient Bid Bond;
- 2-Non respect of 48 hours given for absence or non conformity of an element in the Administrative File
- 3-False declaration or falsified documents;
- 4-A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 5-Non-compliance with model bid
- 6-Absence of Certified True Copy of Attestation of Categorization of Enterprises issued by the Minister Delegate at the Presidency of the Republic in charge of Public Contracts or his duly Authorized Representative as per the Circular Letter NO 000005/MINMAP/CAB of 26/12/2023
- 7-Incomplete Financial File
- 8-Absence of a quantified unit price;
- 9-Non respect of 75% of essential criteria;
- 10-Financial capacity below 50% of the estimated cost
- 11-Change of a quantity in the Financial File

E. Essential criteria

As per the Circular Letter NO 000005/MINMAP/CAB of 26/12/2023 on Implementation of Categorization of Enterprises, only Categorized Enterprises are exempted from submitting in their Technical Files, **related supporting documents relative to the turnover, the references, own minimum technical and logistical means, permanent staff and head office location.**

1. General presentation of tenders
2. Financial capacity
3. References of the company in similar achievements;
4. Quality of the personnel;
5. Technical organization of the works;
6. Safety measures on the site;
7. Logistics;
8. Attestation and report of site visit signed by the Contractor;
9. Special Technical Clauses initialed in all the pages and signed at the last page;
10. Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

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 Camerounaise des petites et moyennes entreprises (BC-PME)
4. Banque Gabonaise pour le Financement International (BGFI BANK)
5. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
6. Bank of Africa Cameroon (BOA Cameroun)
7. CITI Bank Cameroun
8. Commercial Bank of Cameroon (CBC)
9. Ecobank Cameroun (ECOBANK)
10. National Financial Credit Bank (NFC)
11. Société Camerounaise de Banque au Cameroun (SCB-Cameroun)
12. Société Générale de Banque au Cameroun (SGC)
13. Standard Chartered Bank Cameroon (SCBC)
14. Union Bank of Cameroon (UBC)
15. United Bank for Africa (UBA)

II- Insurance companies

16. Activa Insurance
17. Zenithe Insurance SA BP Douala
18. Aréa Assurances S.A
19. Atlantique Assurances S.A
20. Beneficial General Insurance S.A
21. Chanas Assurances S.A
22. CPA S.A
23. Nsia Assurances S.A
24. Pro Assur S.A
25. SAAR S.A
26. Saham Assurances S.A

