

REPUBLIC OF CAMEROON  
Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT  
NORTH WEST REGION  
BALI SUB DIVISION  
**BALI COUNCIL**  
P.O. BOX 156

Tel: +237 675 264 625



REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie

MINISTRE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL  
REGION DU NORD OUEST  
DEPARTEMENT DE LA MEZAM  
**COMMUNE DE BALI**  
BP 156

Email: [balicouncil2020@gmail.com](mailto:balicouncil2020@gmail.com)

Website: [www.balicouncil.org](http://www.balicouncil.org)

**DELEGATED PROJECT OWNER: THE MAYOR OF BALI COUNCIL**

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

## **BALI COUNCIL INTERNAL TENDERS BOARD**

**OPEN NATIONAL INVITATION TO TENDER  
N° 001 /ONIT/BC/BCITB/PIB/2024 OF 02/02/2024 FOR THE  
REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI  
SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION  
OF CAMEROON**

Authorisation \_\_\_\_\_

Imputation \_\_\_\_\_

**FUNDING: MINDDEVEL PIB – 2024**

| LOT    | NATURE OF PROJECT | AMOUNT     | AMOUNT OF BID BON | COST OF TENDER | FINANCIAL YEAR |
|--------|-------------------|------------|-------------------|----------------|----------------|
| SINGLE |                   | 29,521,252 | 590,425           | 50,000         | 2024           |

|                                 |                           |
|---------------------------------|---------------------------|
| Latest dates to submit the bids | 07 /03 /2024, At 10:00a.m |
| Bids Opening dates              | 07 /03 /2024, At 11:00a.m |

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# Document N°. 1

## TENDER NOTICE

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

#### **4. Financing**

Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget amounting to 29,521,232

#### **5. 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 N°. 12 of the Tender File, of an amount of 600 000 FCFA (Six Hundred Thousand FCFA) and valid for Sixty (60) days beyond the date of validity of bids.

#### **6. Consultation of Tender File:**

The file may be consulted during working hours at the Bali Council office, as soon as this notice is published.

#### **10. Acquisition of Tender File:**

The file may be obtained from the Bali Council office, as soon as this notice is published against payment of the sum of 50 000 CFA francs (fifty thousand Francs CFA), payable at a Public 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 Santa Council office, not later than 07/03/2024 at 11:00 AM local time and should carry the inscription:

**<< OPENED NATIONAL INVITATION TO TENDER N° 001/ONIT/BC/BCITB/PIB /2024 OF  
02/02/2024 FOR THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB  
DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON. >>**

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

#### **12. Admissibility of bids**

Under penalty of being rejected, only originals or certified true copies signed 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 rejected. 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 07/03/2024 at 11: 00 am local time, in the conference hall of the regional Tenders' Board, by its competent Members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

#### **14. Evaluation criteria**

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

##### **A. Eliminary criteria**

1. Absence or non-conformity of an element in the administrative file not later than 48 hours
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. Absence or insufficient bid bond;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;



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**AVIS D'APPEL D'OFFRES NATIONAL OUVERT**

**N° 001/AONO/ BC/BCITB/2024 DU ...02/02..... POUR LA REHABILITATION DE LA TRIBUNE DANS L'ARRONDISSEMENT DE BALI, DEPARTEMENT DE MEZAM, REGION DU NORD OUEST**

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

**1. Objet de l'Appel d'Offre** Dans le cadre de l'exercice budgétaire 2024, le maire de la Commune de BALI, Autorité Contractante lance, un Appel d'Offres National Ouvert pour les travaux de LA REHABILITATION DE LA TRIBUNE DANS L'ARRONDISSEMENT DE BALI, DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST.

**2. Consistance des travaux**

Les travaux comprennent notamment :

- 100 Travaux préparatoires
- 200 Travaux de fondation
- 300 Maçonnerie/elevation
- 400 Travaux de menuiserie
- 500 Travaux électriques
- 600 Labourer
- 700 Peinture

**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 :

REHABILITATION DE LA TRIBUNE DANS L'ARRONDISSEMENT DE BALI, 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 **(29,521,232)**.

**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 MINDDEVEL de l'exercice 2024

**Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de **FCFA (600,000 FCFA)** et valable pendant trente (30) jours au-delà de la date originale de validité de l'offre.

**8. Consultation du Dossier d'Appel d'Offres**

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de BALI, dès

- 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).

#### **14. Attribution**

Cette évaluation se fera de manière purement binaire oui ou 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.

#### **15. Durée de validité des offres**

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

#### **16. Renseignements complémentaires**

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Mairie de BALI

Fait à la Commune de BALI, le \_\_\_\_\_

#### **LE MAIRE**

Copie :

- MINMAP
- ARMP;
- Maître d'Ouvrage;
- Président BCITB;
- Affichage.

The Contracting Authority, The Mayor of BALI Council hereby launches an OPENED National Invitation to Tender N° 001 /ONIT/BC/BCITB/PIB/2024 OF 02 /02 /2024 FOR THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON

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

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

**Article 2: Financing**

The source of financing of the works forming the subject of this Invitation to Tender shall be specified in the Special Regulations.

**Article 3: Fraud and corruption**

3.1 The Contracting Authority requires of bidders and Contractors the strict respect of rules of professional ethics during the award and execution of Public Contracts. By virtue of this principle:

a) The following definitions shall be admitted:

- i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a Public official during the award or execution of a Contract;
- ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a Contract;
- iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
- iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a Contract.

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

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

**Article 4: Candidates allowed to compete**

4.1 If the Invitation to Tender is opened, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

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

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

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

#### **Article 7: Visit of works site**

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

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

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

### **B. Tender File**

#### **Article 8: Content of Tender File**

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

Document No. 1. The Tender Notice;

Document No. 2. The General Regulations of the Invitation to Tender;

Document No. 3. The Special Regulations of the Invitation to Tender;

Document No. 4. The Special Administrative Conditions;

Document No. 5. The Special Technical Conditions;

Document No. 6. The schedule of unit prices;

Document No. 7. The bill of quantities and estimates;

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 Delegated Contracting Authority.

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

**b. Volume 2: Technical bid**

**b.1 Information on qualifications**

The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the Invitation to Tender.

**b.2 Methodology**

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

**b.3 Proof of acceptance of conditions of the Contract**

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

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

**b.4 Commentaries (optional)**

A commentary on the technical choices of the project and possible proposals.

**c. Volume 3: Financial bid**

The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

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.

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Delegated Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Delegated Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Delegated Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.
- 16.3 Where the Contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Delegated Contracting Authority addressed to bidders.
- The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the Contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

#### **Article 17: Bid bond**

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Delegated Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Delegated Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after Publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the Contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
  - (b) if the retained bidder:
    - 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.

**21.2 The external and internal envelopes:**

a) should be addressed to the Delegated Contracting Authority at the address indicated in the Special Regulations;

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

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

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

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

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

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

**Article 23: Late bids**

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

**Article 24: Modification, substitution and withdrawal of bids**

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Delegated Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an 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 Regional 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.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the Contract.

**Article 28: Determination of compliance of bids**

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- 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 Delegated 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 Delegated Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

**Article 29: Qualification of the bidder**

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

**Article 30: Correction of errors**

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

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 Delegated Contracting Authority reserves the right to cancel a procedure of Invitation to Tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an Invitation to Tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

**Article 36: Notification of award of the Contract**

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

**Article 37: Publication of results of award and petitions**

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of Public Contracts, the Delegated Contracting Authority and the chairperson of the Tenders Board concerned.

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

**Article 38: Signing of the Contract**

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

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

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

**Article 39: Final Bond**

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

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

## Document N°. 3

# SPECIAL REGULATIONS OF THE INVITATION TO TENDER

### Special regulations of the Invitation to Tender

| References of the General regulations | General                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                     | <b>Definition of works:</b><br><b>FOR THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON</b><br><br>Name and address of the Delegated Contracting Authority: The Mayor Bali Council.<br><br>Reference of Invitation to Tender<br><b>N° 001 /ONIT/BC/BCITB/PIB/2024 OF 02/02 /2024</b> |
| 2                                     | Execution deadline: Ninety (90) days                                                                                                                                                                                                                                                                                                                           |
| 3                                     | <b>Source of financing</b><br>Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget (MINDDEVEL)                                                                                                                                                                                                     |

### 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.

**<< OPENED NATIONAL INVITATION TO N° 001/ONIT/BC/BCITB/PIB/2024 OF 02 /02/2024 FOR THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON  
>>**

**"TO BE OPENEDED ONLY DURING THE BID-OPENEDING SESSION"**

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

### 8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

#### ADMINISTRATIVE DOCUMENTS.

| DOCUMENT N° | DERDMINMAPRIPTION                                                                                                                                                                                                              |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A.1         | Certified Copy of the Business Registration, not more than three months old.                                                                                                                                                   |
| A.2         | Declaration of intention to tender stamped with the tariff in force (written by the bidder).                                                                                                                                   |
| A.3         | Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.                                   |
| A.4         | Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.                                          |
| A.5         | Purchase receipt of Tender File issued by Public treasury                                                                                                                                                                      |
| A.6         | A bid bond of 600 000 FCFA (six Hundred Thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions                                                           |
| A.7         | An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)                                                                                                                    |
| A.8         | An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.                                                      |
| A.9         | A valid Certificate of imposition certified by the chief of center for taxation                                                                                                                                                |
| A.10        | Business License (photocopy certified by the chief of center of Taxes, not more than three months).                                                                                                                            |
| A.11        | Certified Copy of a valid tax payers card, delivered by the chief of center of Taxes.                                                                                                                                          |
| A.12        | A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old. |
| A.13        | Plan and attestation of location of the Company signed by the Chief of Taxation                                                                                                                                                |
| A.14        | Power of attorney if necessary                                                                                                                                                                                                 |

The absence or the non conformity of one of these documents will result to the elimination of the offer

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

| MARKING GRID |          |            |    |              |
|--------------|----------|------------|----|--------------|
| Nº           | CRITERIA | CONFORMITY |    | OBSERVATIONS |
|              |          | YES        | NO |              |

|                                                               |                                                                                |  |  |  |
|---------------------------------------------------------------|--------------------------------------------------------------------------------|--|--|--|
| 29                                                            | Certificates of availability signed three times by the owner                   |  |  |  |
| 30                                                            | Presentation of originals of Diploma                                           |  |  |  |
| <b>METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS</b> |                                                                                |  |  |  |
| 31                                                            | Attestation of site Visit signed by the Contractor                             |  |  |  |
| 32                                                            | Site Visit report with at least three pictures of remarkable spots on the site |  |  |  |
| 33                                                            | Detailed technical note concerning the organisation and the execution of works |  |  |  |
| 34                                                            | Planning of execution of works                                                 |  |  |  |
| 35                                                            | Respect of the duration of work                                                |  |  |  |
| 36                                                            | Description of safety measures at the building site                            |  |  |  |
| 37                                                            | Description of socio - environmental measures for the protection the site      |  |  |  |
| 38                                                            | Coherence in the execution of works                                            |  |  |  |
| 39                                                            | Coherence in the organisation of the site                                      |  |  |  |
| 40                                                            | CCTP dully initialled on each page and signed and dated on the last page       |  |  |  |
| <b>CAPACITY OF SELF-FINANCING</b>                             |                                                                                |  |  |  |
| 41                                                            | Attestation of credibility minimum 85% of the bid price in FCFA                |  |  |  |

### ENVELOPE C- FINANCIAL FILE

| No. | DESIGNATION.                                                                                                      |
|-----|-------------------------------------------------------------------------------------------------------------------|
| C1  | A submission letter, signed, dated and stamped. (see ANNEX 3)                                                     |
| C2  | Completed and signed frame work of unit prices.                                                                   |
| 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                                                                                        |

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

### Supply price

#### ARTICLE 8: Currency of payment

This National Invitation to Tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to Tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

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

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

#### ARTICLE 9: Transport and delivery

the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 40/46 (85%) 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 Delegated 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 Delegated Contracting Authority or his representative, the Mayor of Bali Council;
- ❖ Project Manager, The Chief of Service (MINH DU)
- ❖ The Contract Engineer, the Divisional delegate MINH DU Mezam;
- ❖ Divisional Delegate MINMAP for Mezam;
- ❖ Divisional Delegate MINPAT
- ❖ Divisional Delegate MINDEVEL

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The constituent Contractual documents of this Contract are in order of priority are:

- 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;
- 7) The General Administrative Conditions applicable on Public works Contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract.

#### **Article 6: General instruments in force**

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

1. Framework Law No. 96/12 of 5<sup>th</sup> August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23<sup>rd</sup> February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
6. Decree No. 2004/275 of 24<sup>th</sup> September 2004 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8<sup>th</sup> March 2012 relating to the Creation, Organisation and Functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8<sup>th</sup> March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19<sup>th</sup> June 2012 relating to the Award and Control of Execution of Public Contracts;
10. Letter No. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular *[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)**

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

- a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Chief of Service and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.
- b) In the case where the Delegated contracting authority is the addressee: The Governor for North West Region with copies addressed to the Chief of Service and the Engineer.

7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

#### **Article 8: Administrative Orders (Article 8 of GAC)**

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Delegated Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Delegated

## Chapter II: Financial conditions

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

#### 11.1 Final bond

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

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

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

#### 11.2 Performance bond

The retention fund shall be set at 10 % of the amount of the Contract, inclusive of all taxes.

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the **Delegated Contracting Authority** upon request by the Contractor.

#### 11.3 Guarantee of start-off advance

The contractor may be granted a start off amount of 20% of the contract amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

### 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 13: Place and method of payment

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

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. \_\_\_\_\_ opened in the name of the Contractor in the \_\_\_\_\_ bank.
- b. For payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account N°. \_\_\_\_\_ opened in the name of the Contractor in \_\_\_\_\_ bank.

### Article 14: Price variation (Article 20 of GAC)

#### 14.1 Prices shall be firm.

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

#### 14.2 Price updating modalities (not applicable)

### Article 15: Price revision formulae (article 21 of GAC)

(not applicable)

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

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;
- 2.2 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 amount of payment on account shall not exceed the value of the technical execution phases carried out.

Payment on account may be spread over the duration of the execution of the Jobbing Order according to technical execution phases as defined in the Jobbing order.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

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

#### **Article 22: Interest on overdue payments (Article 31 of the GAC)**

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

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

##### **A. Penalties for delay**

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

- a) One two thousandth ( $1/2000^{th}$ ) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the Contractual time-limit;
- b) One thousandth ( $1/1000^{th}$ ) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

##### **B. Specific penalties [amount to be indicated]**

23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

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

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

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

#### **Article 25: Final detailed account (article 34 of the GAC)**

**Article 29: Nature of the works (article 46 of GAC)**

The works shall comprise:

**FOR THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON.**

**Article 30: Roles 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.

**Article 32: Roles 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 Contract Engineer 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 Engineer.

The Project Owner shall make available the site and access ways to the Contractor at the appropriate time as the works progress.

**Article 34: Insurance of structures and civil liabilities (article 45 of GAC)**

The Contractor shall take out a third party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

**Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)**

**35.1 Programme of works, Quality Assurance Plan and pegging map.**

a) Within a minimum deadline of fifteen (15) days from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in six (6) copies for the approval of project owner after the endorsement of the Contract Engineer the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the water supply network pegging map at scale 1/2500.

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

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

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

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

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

The Contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the Contractual programme upon receiving the approval of the Project engineer. After approval of the execution schedule by the Contract Manager, the latter shall

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)**

### **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 Contract 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-reception, the Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the Contract.

##### **42.2 Acceptance**

The acceptance commission shall comprise:

- 1- The Delegated Contracting Authority or his representative.....(Chairman)
- 2- The Contract Engineer.....(Secretary)
- 3- Project Manager .....(Member)
- 4- Divisional Delegate MINMAP.....(Observer)
- 5- Contract Manager .....(Member)
- 6- The Contractor or his Representative..... (Member)

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and sign by all the commission members.

#### **ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION**

43.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

#### **Article 44: GUARANTEE PERIOD.**

The guarantee period is one (01) year from the date of the provisional acceptance.

#### **Article 45: Final acceptance (article 72 of the GAC)**

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

The procedure for final acceptance shall be the same as for provisional acceptance

### **Chapter V: Sundry provisions**

# **Document N°. 5**

## **SPECIAL TECHNICAL CONDITIONS (STC)**

### **I Generalities**

These descriptive notes and technical specifications are drawn up for the purpose of **FOR THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON.**

This descriptive note is for those to execute, supervise and the contractor. To direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve this highly desired goal. Building materials concerned are generally what is accepted in the construction industry and only qualified technicians are required to transform these materials into the desire finished works.

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

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

At the end the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundations, support made of concrete or metallic, etc. in order to put back the site in its nearest initial state. No equipment nor material should be abandoned on the site, nor in the vicinity after the execution of all the works.

Left-over materials are to be covered with a lay of earth, and site has to receive an adequate drainage in order to avoid all erosion as the case may be.

### **SETTING UP OF THE BUILDING SITE**

The Importance of setting up a site is determined by the volume and the nature of work to be realized, the number of workmen or labourers, the number and the type of machines. The plan of setting up a building site will have to consider management and protection measures.

In this regard; the selected site must be at a distance from at least:

- 50m off the;
- 100m off a lake or river;
- 100m off habitation (dwelling)

The site will have to be selected in order to limit clearing, the pulling up of shrubs or bushes and the demolition of the trees. The valuable trees be preserved and protected.

The site must be selected away from sensitive zones particularly the marshy zones, the wetlands, sacred zones and the hillsides. Lastly, the site should envisage an adequate water drainage on the whole of its surface.

#### **Equipment**

The office and housing area in the working site for the personnel must be equipped with sanitary facilities (latrine, septic, tanks, absorbing wells, was-hand basins and showers) according to the number if the work force. The water must be adequate with the needs. Adequate drainage must protect the installations.

#### **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 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 centre 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 of site workers in the most possible way, 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 (point1), 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; glove; 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 resident population. The company or enterprise will carry out routine.

#### **Health and safety**

Health and safety are factors that must be pursued with as much vigour as other management objectives. Ensuring the well-being and safety of all workers or visitors at construction sites will improve performance; minimize accidents and illness which in turn will reduce disruption of work as well as consequent expenses.

1. Keeping the site tidy;
2. Quickly clearing away debris that can be hazardous to persons moving around the site;
3. Removing nails from used timbers;

- ❖ Scrapping of dilapidated portions of plasters on the walls

### III.2 MASONRY AND CONCRETE WORKS

#### ❖ Plastering with cement mortar

- This shall be realized with cement mortar having a mixed proportion of 400kg/m<sup>3</sup> in an average thickness of 1.5cm. The recommended sand for this purpose is medium/soft sand free from all impurities and salt.

#### ❖ Reinforced concrete for beams

-Reinforced concrete shall be specifically for beams and the mixture shall in the proportion 350kg/m<sup>3</sup>.

NOTE: Reinforced Rod Tables.

| No | STRUCTURE   | SIZES | MAIN REINFORCEMENT | STIRRUP |         | CONCRET E MIX        | TYPE    |
|----|-------------|-------|--------------------|---------|---------|----------------------|---------|
|    |             | No    | φ                  | Torsφ   | Spacing |                      |         |
| 1  | Beams 15x20 | 4     | 8mm                | 6mm     | 20cm    | 350kg/m <sup>3</sup> | Fe-E-40 |

- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 – 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 – 5mm. It shall be river sand and nothing else.
- **Aggregate** shall consist of crush stones. Tiny layer of grave (dust) shall be removed through blowing or washing.
- **Water:** To be used for mixture mortar, concrete and aggregate washing must be free from impurities and salts.
- **Cement:** To be used mostly for cement mortar, concrete shall satisfy the general conditions laid down by regulation in force. It will type CPJ325 Portland cement from CIMENCAM and shall not show any trace of mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared within four days.
- **Reinforcement:** shall be of mild steel and T- or – Steel in accordance with the R/C & 3 rules. The steel shall be perfectly clean without any trace rut, non-adhesive to paint or grease. It shall be held firmly in place while the concrete is placed. The concrete cover shall not be less than 25mm in all cases.
- **Shuttering:** hard wood simple and strong, to bear without any noticeable distortion, the load and pressure of concrete, the effect of venation and weight of workers involved in the setting it up.
- ❖ **Smooth screed dosed at 400kg/m<sup>3</sup>, 4cm thick**
- After the crapping off of the existing dilapidated floor screed, the floor shall be finished with a cement screed of 4cm thick, dosed at 400kg/m<sup>3</sup>.

### III.5 CONCRETE:

- Ordinary concrete: specifically, lean concrete shall be 5cm thick and laid all-round the excavated foam trenches before the stone/block work is carried out and dosed at 150kg/m<sup>3</sup>
- Over-site concrete: shall be 12cm thick laid on the entire floors and paved area between walls and dosed at 350kg/m<sup>3</sup> over the entire surface.

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

- Reinforce concrete: shall be specifically for pillars, beams damp proof course (DPC), lintels and tie beam their mixture shall be in a proportion of 350kg/m<sup>3</sup>.

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

**III.6 FLOORING:** The floor shall be of mass concrete of thickness 8cm dosed at 350kg/m<sup>3</sup>. The floor shall be finished with a cement screed of 4cm thick, dosed at 400kg/m<sup>3</sup>

The foundation will be filled with earth of good quality in successive compacted layers of 20cm where the depth exceeds 30cm. and over-site concrete of thickness 12cm will be laid to cover the whole foundation area dosage at 350kg/m<sup>3</sup> over the entire compacted surface.

### III.7 GUTTERS:

To be excavated 30cm wide and 40cm deep at the rain drops and to be provided particularly at the frontage and the two ends of the building as the topography of the terrain is relatively flat. The walls of

job to be done, wear goggles, face mask, old clothes or disposable overalls, a cap or hat for ceiling work and suitable gloves. Use masking tape, polythene dustsheets or newspaper to cover woodwork and window panes when painting walls. Place coversheets which do not slip over the floor areas that are likely to be spotted by dripping paint. If the paint is advertently falls on the floor, ensure that drippings are quickly cleaned off while the paint is still fresh.

#### **Preparation of surfaces to be painted**

**Iron and steel surfaces:** Remove all rust using emery cloth, wire wool or wire brush according to extent of rust that is observed. Fill any hole with suitable filler and apply primer soon after.

**Plastered wall surfaces:** make sure that the wall surface is quite dry before painting begins. If damp patches are observed; establish the cause/s and rectify the problems first before painting begins. Failure to do so will allow damp patches to recur causing new paint to flake off. A possible common cause is leaking water pipes embedded in walls.

All the surfaces to be painted shall be cleaned, and prime with ordinary paint (universal 10000). The painting shall be done in two coats according to the following specification:

- Two coats water-based paint (pantex 800) on internal walls
- Two coats water resistance paint (pantex 1300) on external walls
- Metallic elements with oil paints (coffee brown 1m from floor level internal and external)
- Wooden works shall be of varnish

#### **VII. DRAINAGE WORKS**

- **Gutters:** The gutters shall be rehabilitated. They shall be executed with concrete dosed at 350kg/m<sup>3</sup>. The section shall be 30cm wide and 40cm deep. The base shall have an average thickness of 8cm and shall be of ordinary mass concrete, dosed at 350kg/m<sup>3</sup> providing a slope of 10‰ for the flow of water.
- **Concreting of external veranda:** The concreting of external veranda shall be done all round following the already concrete gutters. It shall have an average thickness of 8cm and shall be of ordinary mass concrete, dosed at 350kg/m<sup>3</sup> providing a slope of 10‰ for the flow of water

#### **VIII TILING WORKS**

All the floors shall be of tiles and shall be of the following specifications:

It shall be of approved quality with good Adhesive;

It shall be placed on sand cement screed dosed at 350kg/m<sup>3</sup>

It shall be placed on the floors and skirting;

Water to be used shall be clean and free of salt

**THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM  
DIVISION OF THE NORTH WEST REGION OF CAMEROON**

**UNIT PRICE SCHEDULE**

| <b>N°<br/>Price</b> | <b>DESIGNATION OF WORKS AND PRIZES IN LETTERS</b>                                                                                                                                                                                                                                                                          | <b>PRICE IN<br/>FIGURES</b> |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
|                     | <b><u>SERIE 100: PRELIMINARY WORKS</u></b>                                                                                                                                                                                                                                                                                 |                             |
| <b>001</b>          | <b><u>Site installation</u></b><br>This price remunerates in the PACKAGE (FT) and paid in two installments, the costs of Site installation program<br>The package:.....Francs CFA                                                                                                                                          |                             |
| <b>002</b>          | <b><u>project site board</u></b><br>This price remunerates in the PACKAGE (FT) and paid in one installment of works execution programmed at the costs of<br>The package:.....Francs CFA.                                                                                                                                   |                             |
| <b>103</b>          | <b><u>Construction of a site hut for site meetings and reservation of building materials</u></b><br>This price remunerates in the PACKAGE (FT) and paid in one installment. The package:.....Francs CFA.                                                                                                                   |                             |
| <b>104</b>          | <b><u>Construction of a temporal fence round the site</u></b><br>This price pays in the general conditions stipulated in the contract the unit (FT) and paid in one installment of Construction of a temporal fence round the site.<br>The unit(FT):.....Francs CFA.                                                       |                             |
| <b>105</b>          | <b><u>Clearing and grubbing of site including demolition of existing structure</u></b><br>This price pays in the general conditions stipulated in the contract the unit (FT) and paid in two installments of Clearing and grubbing of site including demolition of existing structure.<br>The unit (FT) : .....Francs CFA. |                             |
| <b>106</b>          | <b><u>Setting out of structure/works execution program</u></b><br>This price remunerates in the PACKAGE pays in the general conditions stipulated in the contract the unit (FT) and paid in two installment of works execution programmed/ Setting out of structure.<br>The package:.....Francs CFA.                       |                             |
|                     | <b><u>SERIE 200: FOUNDATION</u></b>                                                                                                                                                                                                                                                                                        |                             |
| <b>201</b>          | <b><u>Digging of (footing and trenches)</u></b><br>This price remunerates in the general conditions stipulated in the contract in meter cube (m³) the Digging of (footing and trenches). Remunerates all the work as described in the CCTP.<br>The meter cube(m³) at:.....Francs CFA                                       |                             |
| <b>202</b>          | <b><u>Lean concrete (blinding concrete) dosed 350kg/m3</u></b><br>This price remunerates in the general conditions stipulated in the contract in meter cube (m³) the Lean concrete (blinding concrete) dosed 350kg/m3. Remunerates all the work as described in the CCTP.<br>The meter cube (m³) at:.....Francs CFA        |                             |
| <b>203</b>          | <b><u>Reinforce concrete (footing 12) dosed 350kg/m3</u></b><br>This price remunerates in the general conditions stipulated in the                                                                                                                                                                                         |                             |

| N°<br>Price                         | DESIGNATION OF WORKS AND PRIZES IN LETTERS                                                                                                                                                                                                | PRICE IN<br>FIGURES |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 404                                 | <b>Ceiling boards</b><br>This price pays in the general conditions stipulated in the contract the unit (U) Construction of Ceiling boards. remunerates all the work as described in the CCTP.<br>The unit at: _____ Francs CFA.           |                     |
| 405                                 | <b>Ceiling battens</b><br>This price pays in the general conditions stipulated in the contract the unit (U) Construction of Ceiling battens. remunerates all the work as described in the CCTP.<br>The unit at: _____ Francs CFA.         |                     |
| 406                                 | <b>Zinc the prescribed one</b><br>pays in the general conditions stipulated in contract in unit ( U) the Zinc the prescribed one. Remunerates all the work as described in the CCTP.<br>The Unit ( U): _____ Francs CFA.                  |                     |
| 407                                 | <b>Accessories</b><br>This price remunerates in the PACKAGE (FT) and paid in one installment. The package: _____ Francs CFA.                                                                                                              |                     |
| 408                                 | <b>Tole lise</b><br>This price pays in the general conditions stipulated in contract in unit ( U) the Tole lise. Remunerates all the work as described in the CCTP.<br>The Unit ( U): _____ Francs CFA.                                   |                     |
| <b>SERIE 500 : ELECTRICAL WORKS</b> |                                                                                                                                                                                                                                           |                     |
| 501                                 | <b>Piping with conduit pipe</b><br>This price pays in the general conditions stipulated in contract in unit ( U) the Piping with conduit pipe. Remunerates all the work as described in the CCTP.<br>The Unit ( U): _____ Francs CFA.     |                     |
| 502                                 | <b>2.5mm twin and earth cable</b><br>This price pays in the general conditions stipulated in contract in unit ( U) the 2.5mm twin and earth cable. Remunerates all the work as described in the CCTP.<br>The Unit ( U): _____ Francs CFA. |                     |
| 503                                 | <b>1.5mm twin cable</b><br>This price pays in the general conditions stipulated in contract in unit ( U) the 1.5mm twin cable. Remunerates all the work as described in the CCTP.<br>The Unit ( U): _____ Francs CFA.                     |                     |
| 504                                 | <b>Switches to wall</b><br>This price pays in the general conditions stipulated in contract in unit ( U) the Switches to wall. Remunerates all the work as described in the CCTP.<br>The Unit ( U): _____ Francs CFA.                     |                     |
| 505                                 | <b>Sockets to wall</b><br>This price pays in the general conditions stipulated in contract in unit ( U) the Sockets to wall. Remunerates all the work as                                                                                  |                     |

**Document N°. 7**  
**BILL OF QUANTITIES AND ESTIMATES**

|            |                                           |                |       |  |
|------------|-------------------------------------------|----------------|-------|--|
| 408        | Tole lise                                 | u              | 40    |  |
|            | <b>SUB TOTAL LOT 400</b>                  |                |       |  |
| <b>500</b> | <b>ELECTRICAL WORKS</b>                   |                |       |  |
| 501        | Piping with conduit pipe                  | ls             | 42    |  |
| 502        | 2.5mm twin and earth cable                | U              | 35    |  |
| 503        | 1.5mm twin cable                          | U              | 20    |  |
| 50         | Switches to wall                          | U              | 10    |  |
| 505        | Sockets to wall                           | U              | 20    |  |
| 506        | Main switch                               | U              | 1     |  |
| 507        | Ceiling lamp                              | U              | 25    |  |
|            | <b>SUB TOTAL LOT 500</b>                  |                |       |  |
| <b>600</b> | <b>TILING</b>                             |                |       |  |
| 601        | 30X30 CERAMIC TILES                       | m <sup>2</sup> | 465   |  |
|            | <b>SUB TOTAL LOT 600</b>                  |                |       |  |
| <b>700</b> | <b>PAINTING AND DECORATION</b>            |                |       |  |
| 701        | White wash to wall                        | m <sup>2</sup> | 121.0 |  |
| 702        | 02 coats of pantex 1200 for external wall | m <sup>2</sup> | 121.0 |  |
| 703        | Oil paint for protectors/iron works       | ls             |       |  |
|            | <b>SUB TOTAL LOT 700</b>                  |                |       |  |
|            | <b>TOTAL WITHOUT TAXES</b>                |                |       |  |
|            | <b>T.V.A (19.25%)</b>                     |                |       |  |
|            | <b>A. I. R (2.2%)</b>                     |                |       |  |
|            | <b>TOTAL TAXES</b>                        |                |       |  |
|            | <b>NET PAYMENT</b>                        |                |       |  |
|            | <b>TOTAL WITH TAXES</b>                   |                |       |  |

The present estimates is closed at the sum with all taxes inclusive of .....

## SUBDETAILS OF PRICES

Price N° .....  
 Designation of work.....  
 Unit .....  
 Quantity .....  
 Daily output .....  
 Duration of execution .....

| DESIGNATION :              |                         |                |            |                      |        |
|----------------------------|-------------------------|----------------|------------|----------------------|--------|
| 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 EXPENSES   |                |            | Dx%                  |        |
| F                          | GENERAL OFFICE EXPENSES |                |            | Dx%                  |        |
| G                          | NET COST                |                |            | D+E+F                |        |
| H                          | RISK + BENEFITS         |                |            | Gx%                  |        |
| P                          | TOTAL COST (HT)         |                |            | G+H                  |        |
| V                          | UNIT COST (HT)          |                |            | P/Q'TY               |        |

REPUBLIC OF CAMEROON  
*Peace - Work - Fatherland*

MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT  
NORTH WEST REGION  
BALI SUB DIVISION  
**BALI COUNCIL**  
P.O. BOX 156



REPUBLIQUE DU CAMEROUN  
*Paix-Travail-Patrie*

MINISTRE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL  
REGION DU NORD OUEST  
DEPARTEMENT DE LA MEZAM  
**COMMUNE DE BALI**  
B.P 156

Tel: +237 675 264 625

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Website: [www.balicouncil.org](http://www.balicouncil.org)

**JOBGING ORDER N° \_\_\_\_\_/JO/BC/BCITB/PIB/2024 OF \_\_\_\_/\_\_\_\_2024**

**Awarded after OPENED NATIONAL INVITATION TO TENDER N° \_\_\_\_/ONIT/BC/BCITB/PIB /2024 OF \_\_\_\_/\_\_\_\_/2024 FOR THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON.**

**HOLDER :**

P.O. Box \_\_\_\_\_, Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry N° \_\_\_\_\_ at \_\_\_\_\_

Taxpayer's No. \_\_\_\_\_

**SUBJECT:** *Execution of works* **THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON.**

**PLACE :** BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON.

**EXECUTION DEADLINE:** THREE (03) MONTHS

**AMOUNT IN CFAF:**

|                         |  |
|-------------------------|--|
| IAT                     |  |
| EVAT                    |  |
| VAT (19.25%)            |  |
| AIR (Income tax) (2.2%) |  |
| Net to be paid          |  |

**FINANCING** : PUBLIC INVESTMENT BUDGET - 2024

**EXECUTION DEADLINE : THREE (03) months**

**Amount of Contract in CFA F:**

|                    |  |
|--------------------|--|
| IAT                |  |
| EVAT               |  |
| VAT (19.25)        |  |
| 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**

### **TABLE OF MODELS**

- Annex N° 1: Model of declaration to Tender
- Annex N° 2: Model Bid
- Annex N° 3: Model Bid Bond
- Annex N° 4: Model Final Bond
- Annex N° 5: Model Retention fund (Guarantee Retention)
- Annex N° 6: Schedule framework
- Annex N° 7: Model attestation of site visit
- Annex N° 8: Model site visit report
- Annex N° 9: Model table of reference
- Annex N° 10: Model table of equipment

**Annex N° 1: MODEL OF DECLARATION TO TENDER**

**DECLARATION OF THE INTENTION TO TENDER**

I the undersigned, .....(indicate the name and capacity of signatory),  
Nationality .....  
Representing the ..... company or enterprise or group with head office at .....  
..... registered in the trade register of ..... Under the number .....  
In my capacity as .....of .....PO  
box....., hereby acknowledge receipt of the file for Opened National Invitation to Tender  
N° ..... for the

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

Done at .....

Signature of .....  
In the capacity of .....  
Duly authorized to sign the tenders on behalf of  
.....

### Annex N° 3: MODEL BID BOND

Bank: .....

Reference of the Bond N°: .....

Addressed to the Mayor Bali Council "The Delegated Contracting Authority"

Whereas the undertaking ..... Hereinafter referred to as the "bidder" has submitted his tender on ..... **FOR THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON.** hereinafter referred to as "the tender" and to which must be attached a bid bond equivalent to .....FCFA.

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

The conditions of this commitment are as follows:

If the Bidder withdraws his offer during the validity period specified by the Bidder in the tender; or  
If the Bidder, having been notified of the award of the contract by the Delegated Contracting Authority during the period of Bid validity:

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

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

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

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

Signed and authenticated by the bank

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

(Bank's signature)

**Annex N° 5: MODEL OF PERFORMANCE BOND (GUARANTEE RETENTION)**

Bank: .....  
Reference of the Bond No: .....

Addressed to the Mayor Santa Council,  
Hereinafter referred to as "The Delegated Contracting Authority"

Whereas ..... (name and address of Contractor) hereinafter referred to "the Contractor",  
pledge, in execution of the Contract, to carry out the works **FOR THE REHABILITATION OF THE BALI  
MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST  
REGION OF CAMEROON.**

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

Whereas we have agreed to provide the Contractor with this guarantee;

We, ..... (name and address of bank),

Represented by ..... (name of signatories) and hereinafter referred to as  
"the Bank";

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

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

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

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

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

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

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

Annex N° 7: MODEL ATTESTATION OF SITE VISIT

LETTER HEAD HERE

TO WHOM IT MAY CONCERN

ATTESTATION OF SITE VISIT

This is to testify that Mr

.....

Manager/Technical Director/Engineer of

.....

Has effectively visited the site for

.....

.....

..... in view to tender for the said project.

This attestation is issued to serve the purpose for which it is intended for.

The Beneficiary

the Entrepreneur

**Annex N° 9: MODEL TABLE OF REFERENCE**

**LIST OF PAVEMENT PROJECTS EXECUTED BY THE COMPANY**

| Nº | YEAR | NAME OF THE PROJECT | NAME OF THE PROJECT OWNER | CONTRACT AMOUNT | CONTRACT DURATION | DATE OF ACCEPTANCE |
|----|------|---------------------|---------------------------|-----------------|-------------------|--------------------|
|    |      |                     |                           |                 |                   |                    |
|    |      |                     |                           |                 |                   |                    |
|    |      |                     |                           |                 |                   |                    |
|    |      |                     |                           |                 |                   |                    |
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**Document N°. 11**  
**PRELIMINARY STUDIES**

## **Document N°.12**

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

List of credit establishments approved and authorized to issue bonds  
N°

List of accredited establishments

Acronym

Opened National Invitation to TENDER N° 001/ONIT/SC/SCITB/PIB /2023 OF \_02\_/\_02\_/2024 THE REHABILITATION OF THE BALI MUNICIPAL GRAND STAND, BALI SUB DIVISION, MEZAM DIVISION OF THE NORTH WEST REGION OF CAMEROON..

ADMINISTRATIVE DOCUMENTS.

| DOCUMENT N° | DESCRIPTION                                                                                                                                                                                                                    | YES OR NO |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| A.1         | Certified Copy of the Business Registration, not more than three months old.                                                                                                                                                   |           |
| A.2         | Declaration of intention to tender stamped with the tariff in force (written by the bidder).                                                                                                                                   |           |
| A.3         | Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.                                   |           |
| A.4         | Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.                                          |           |
| A.5         | Purchase receipt of Tender File issued by Public treasury                                                                                                                                                                      |           |
| A.6         | A bid bond of 600 000 FCFA (SIX Hundred Thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions                                                           |           |
| A.7         | An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)                                                                                                                    |           |
| A.8         | An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.                                             |           |
| A.9         | A valid Certificate of imposition certified by the chief of center for taxation                                                                                                                                                |           |
| A.10        | Business License (photocopy certified by the chief of center of Taxes, not more than three months).                                                                                                                            |           |
| A.11        | Certified Copy of a valid tax payers' card, delivered by the chief of center of Taxes.                                                                                                                                         |           |
| A.12        | A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old. |           |
| A.13        | Power of attorney if necessary                                                                                                                                                                                                 |           |
| A.14        | Plan and attestation of localization of Company signed by the Chief of Taxation                                                                                                                                                |           |

The absence or the nonconformity of the one of these documents will result to the elimination of the offer

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

| MARKING GRID |                                            |            |    |              |
|--------------|--------------------------------------------|------------|----|--------------|
| No           | CRITERIA                                   | CONFORMITY |    | OBSERVATIONS |
|              |                                            | YES        | NO |              |
|              | GENERAL PRESENTATION OF THE BIDS           |            |    |              |
|              | Presence of all the documents              |            |    |              |
| 1            | Properly bind                              |            |    |              |
| 2            | Table of content                           |            |    |              |
| 3            | Page separators in colour apart from white |            |    |              |
| 4            | Order prescribed respected                 |            |    |              |
| 5            | Clearness of the documents                 |            |    |              |
| 6            | Presence of all the documents              |            |    |              |

| REFERENCES OF THE COMPANY                              |                                                                                                                                                       |  |  |  |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 7                                                      | Minimum two (02) registered Jobbing Order or contract (1 <sup>st</sup> and last pages) certified by a competent authority                             |  |  |  |
| 8                                                      | Minimum two (02) PV of reception corresponding to the joint Jobbing Order or contracts certified by a competent authority                             |  |  |  |
| PERMANENT OR MOBILISABLE MATERIAL MEANS                |                                                                                                                                                       |  |  |  |
| 9                                                      | Proof of Small construction tools (own) and must be exhaustive (carpentry tools, building tools, iron bending tools, Paining tools, Tiling tools etc) |  |  |  |
| QUALIFICATION OF SITE PERSONNEL                        |                                                                                                                                                       |  |  |  |
| 10                                                     | Organizational chart of the company                                                                                                                   |  |  |  |
| 11                                                     | Organizational chart of site with comments                                                                                                            |  |  |  |
| 12                                                     | Detailed technical note on the quality of the personnel, their level of education as well as their experience in the domain of borehole               |  |  |  |
| 13                                                     | WORKS DIRECTOR (Civil or Rural Engineer with at least 05 years of experience in similar works)                                                        |  |  |  |
| 14                                                     | Certified copy of national identity card signed three times by the bearer not more than three months old                                              |  |  |  |
| 15                                                     | Certified copy of the diploma of Work Director signed by the Governor or SDO                                                                          |  |  |  |
| 16                                                     | CV signed and dated by the Works Director                                                                                                             |  |  |  |
| 17                                                     | Attestation of availability                                                                                                                           |  |  |  |
| 18                                                     | Presentation of originals of diploma                                                                                                                  |  |  |  |
| 19                                                     | SITE FOREMAN (at least Senior Civil or Senior rural Engineering Technician with at least 05 years of experience in similar works)                     |  |  |  |
| 20                                                     | Certified copy of certificate of Foreman                                                                                                              |  |  |  |
| 21                                                     | Certified copy of national identity card signed three times by the bearer not more than three months old                                              |  |  |  |
| 22                                                     | CV signed and dated by the site foreman                                                                                                               |  |  |  |
| 23                                                     | Certificate of availability signed three times by the owner                                                                                           |  |  |  |
| 24                                                     | Presentation of originals of Diploma                                                                                                                  |  |  |  |
| 25                                                     | Assistant site foreman (at least a technician in Civil or Rural Engineering with at least 03 years of experience)                                     |  |  |  |
| 26                                                     | Certified copy of certificate of Assistant site Foreman                                                                                               |  |  |  |
| 27                                                     | Certified copy of national identity card signed three times by the bearer not more than three months old                                              |  |  |  |
| 28                                                     | CV signed and dated by the site foreman                                                                                                               |  |  |  |
| 29                                                     | Certificates of availability signed three times by the owner                                                                                          |  |  |  |
| 30                                                     | Presentation of originals of Diploma                                                                                                                  |  |  |  |
| METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS |                                                                                                                                                       |  |  |  |
| 31                                                     | Attestation of site Visit signed by the Contractor                                                                                                    |  |  |  |
| 32                                                     | Site Visit report with at least three pictures of remarkable spots on the site                                                                        |  |  |  |
| 33                                                     | Detailed technical note concerning the organisation and the execution of works                                                                        |  |  |  |
| 34                                                     | Planning of execution of works                                                                                                                        |  |  |  |
| 35                                                     | Respect of the duration of work                                                                                                                       |  |  |  |
| 36                                                     | Description of safety measures at the building site                                                                                                   |  |  |  |
| 37                                                     | Description of socio - environmental measures for the protection the site                                                                             |  |  |  |
| 38                                                     | Coherence in the execution of works                                                                                                                   |  |  |  |

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least **40/46 (85%)** of the essential criteria taken in 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 **40/46 (85%)** of the essential criteria.