

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA
DECENTRALISATION ET DU
DEVELOPMENT LOCALE

REGION DU NORD-OUEST

DEPARTMENT DE LA MEZAM
COMMUNE DE BAMENDA I

Tel: 677 177 974 / 6 99 29 83 69
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REPUBLIC OF CAMEROON
Peace-Work-Fatherland

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BAMENDA I COUNCIL INTERNAL TENDERS BOARD

REQUEST FOR QUOTATION

CONSULTATION FILE

REQUEST FOR QUOTATION N° 01/RQ/MINDDEVEL/BICITB /B1C/
B1SD/MEZAM/NWR/2024 OF 02/02/2024 FOR THE REHABILITATION
OF TWO BLOCKS OF TWO CLASSROOMS EACH AT G.S NTOH IN
BAMENDA I COUNCIL AREA, MEZAM DIVISION OF THE NORTH
WEST REGION

PROJECT OWNER: THE LORD MAYOR OF BAMENDA 1 COUNCIL.

FINANCING: MINEDUB Public Investment Budget of 2024

TITLE OF PROJECT	BUDGET HEAD
THE REHABILITATION OF TWO BLOCKS OF TWO CLASSROOMS EACH AT G.S NTOH IN BAMENDA I COUNCIL AREA, MEZAM DIVISION, OF THE NORTH WEST REGION	

FINANCIAL YEAR 2024

Document No. 1
Tender Notice

8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **400.000 FCFA (four hundred thousand Francs CFA)** and valid for thirty (30) days beyond the date of validity of bids

9. Consultation of Tender File:

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

10. Acquisition of Tender File:

The file may be obtained from the Bamenda I Council, SIGAMP Service as soon as this Notice is published against payment of the non-refundable sum of thirty five (35000) CFA francs, payable at the Bamenda I Council Treasury, representing the cost of purchasing the Tender File

11. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Bamenda I Council, SIGAMP Office not later than **27/02/2024 at 10:00 AM** local time and should carry the inscription:

**<< REQUEST FOR QUOTATION N° 01/RQ/MINDDEVEL/ BICITB /B1C /B1SD/
MEZAM/NWR/2024 OF 02/02/2024 FOR THE REHABILITATION OF TWO BLOCKS OF
TWO CLASSROOMS AT G.S NTOH IN BAMENDA I COUNCIL AREA, MEZAM
DIVISION OF THE NORTH WEST REGION >>**

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

12. Admissibility of bids

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

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

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **27/02/2024 at 11:00 AM** local time, in the conference hall of the Bamenda I Council, by the Bamenda I Council Internal Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice who have knowledge about the bids

14. Evaluation criteria

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

A. Eliminatory criteria

1. Absence or insufficient Bid Bond;
2. Non respect of 48 hours given for absence or non conformity of an element in the Administrative File
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Non-compliance with model bid
6. Incomplete Bids
7. Absence of a quantified unit price;
8. Non respect of **75%** of essential criteria;
9. Financial capacity below **50%** of the estimated cost
10. Change of a quantity in the Financial File

B. Essential criteria

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AVIS D'APPEL D'OFFRE

**DEMAND DE COTATION N°01/ DC/MINDDEVEL/ BICITB /B1C /B15D/MEZAM/NWR/2024
DU 02/02/2024 POUR LES TRAVAUX DE REHABILITATION DES DEUX BLOCS DE DEUX SALLES DES
CLASSES A G.S NTOH, DANS L'ARRONDISSEMENT DE BAMEDA I, DEPARTEMENT DE LA MEZAM,
REGION DU NORD OUEST**

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

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2024, le maire de la Commune de Bamenda I, Autorité Contractante lance, un DEMAND DE COTATION POUR LES TRAVAUX DE REHABILITATION DES DEUX BLOCS DE DEUX SALLES DES CLASSES A G.S NTOH, DANS L'ARRONDISSEMENT DE BAMEDA I, DEPARTEMENT DE LA MEZAM, REGION DU NORD OUEST

2. Consistance des travaux

Les travaux comprennent notamment :

- Travaux préparatoires
- Terrassement
- Fondations
- Maçonneries en élévations
- Charpente-couverture
- Menuiserie métallique
- Electricité
- Peinture
- VRD

3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **Soixante Jours (60) jours**

4. Allotissement

Les travaux sont constitués en un (01) lot ci-après défini:
REHABILITATION DES DEUX BLOCS DE DEUX SALLES DES CLASSES A G.S NTOH, DANS L'ARRONDISSEMENT DE
BAMEDA I, 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 20.000.000 (VINGT MILLIONS FCFA).

6. Participation et origine

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

7. Financement.

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

8. 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

de la dispense, les soumissionnaires catégorisés de la production dans leurs dossiers techniques, des pièces justificative relative a' chiffre d'affaires, aux références, aux moyens techniques et logistiques propres minima, au personnel permanent et a' la localisation du siège.

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

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

15. Attribution

Cette évaluation se fera de manière purement positif (oui) ou négatif (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.

16. Durée de validité des offres

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

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la commune de Bamenda 1, Services de SIGAMP

Fait à la Commune de Bamenda 1, le 02 JAN 2024



Copie :

- MINMAP
- ARMP ;
- MINDDEVEL
- Président BICITB ;
- Affichoge.
- Chrono/Archive

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

- (a) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or
 - ii) presents more than one bid within the context of Invitation to Tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts.
- (c) The bidder must not have been excluded from bidding for Public Contracts.
- (c) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

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

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

Article 6: Qualification of bidder

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

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the Invitation to Tender, in order to establish their qualification to execute the Contract.

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

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

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

Document No. 9. Model documents of the Contract:

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

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

- a. Model Contract;

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

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for Public Contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the Invitation to Tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

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

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

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

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

Article 10: Amendment of the Tender File

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

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

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

10.4

b.4 Commentaries (optional)

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

b.5 Financial bid

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

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

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

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

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the Contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the Contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the Contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any Contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document B of the Tender File.

Article 15: Currency of bid and payment

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

15.2 Option A: The amount of the bid shall be entirely made in the national currency. The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

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

- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the Contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) If the bidder withdraws his bid during the period of validity;
 - (b) If the retained bidder:
 - i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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

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

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

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

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

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

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

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

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

Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the Contract;
 - iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
 - (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
 - (c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

capacities to execute the Contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

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

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

Article 35: The right by the Contracting Authority to declare an Invitation to Tender unsuccessful or cancel a procedure

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

Article 36: Notification of award of the Contract

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

Article 37: Publication of results of award and petitions

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

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

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

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

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

Article 38: Signing of the Contract

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

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

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

24. Special Technical Clauses initialed in all the pages and signed at the last page;
 25. Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

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

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

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

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

ARTICLE 6: Language of the bids:

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

PRESENTATION OF THE BID

The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in two (02) volumes as follows:

- A) Administrative Documents
- B) Technical AND Financial Documents

5.1 External envelope.

Each bidder shall seal these two (02) envelopes (A and B) in one common envelope on which shall be written.

<< REQUEST FOR QUOTATION N° 01/RQ/MINDDEVEL/BICTIB/BIC/B15D/MEZAM/NWR/2024 OF 02/02/2024 FOR THE REHABILITATION OF TWO BLOCKS OF TWO CLASSROOMS AT G.S NTOH IN BAMEMDA I COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION >>

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

8.2 Internal envelopes

Two (02) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOC N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not older than three months.
A.2	Declaration of intention to tender stamped with the tariff in force (see document N0. 7).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not older than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not older than three months.
A.5	Purchase receipt of Tender File issued by Bamenda I council treasury of 35,000 FCFA
A.6	A bid bond of 400,000 FCFA (four hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
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 valid within the specified time
A.9	A valid Certificate of imposition certified by the chief of center for taxation

	- An attestation of availability signed by the candidate		
	- Certified copy of ID card		
B.3.3	Other personnel (CAP or ORDINARY LEVEL) (ALL Personnel on B 3.3 must be holders of at least CAP or ORDINARY LEVEL certificate)		
	- 01 one bricklayer with 2 years professional experience in building construction or similar works. Only CVs signed by the candidate)		
	- 01 one Carpenter with 2 years professional experience on carpentry or similar works. Only CVs signed by the candidate		
	- 01 One Electrician with 2 years professional experience on Electricity or similar works. (Only CVs signed by the candidate)		
B.4	TECHNICAL PROPOSALS		
B.4.1	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.2	Logical sequence for the execution of the task		
B.4.3	Quality control method		
B.4.4	Environmental protection measures		
B.4.5	Security and safety at the site		
B.4.6	Duration of execution in respect with the Tender File		
B.4.7	Attestation of site visit signed by the Contractor		
B.4.8	Comprehensive report of site visit signed by the company administrator and justified by photos		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Prove of ownership or rental of a pick-up or other vans		
B.5.2	Prove of ownership or rental of a dump truck		
B.5.3	Prove of ownership or rental of a Concrete mixer		
B.5.4	Prove of ownership or rental of a concrete vibrator		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
B.5.6	Carpentry Kit : carpentry clamps, saws, hammers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Special Technical Clauses initialed in all the pages and last page signed		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed		
B.9	FINANCIAL FILE		
B.9.1	A submission letter, signed, dated and franked with the tariff in force		
B.9.2	Completed and signed frame work of unit prices.		
B.9.3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)		
B.9.4	Sub details of unit prices initialed in all pages and last page signed		

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

Supply price

ARTICLE 8: Currency of payment

ARTICLE 14: Opening of the tenders

The opening of the files will be carried out in the conference room of the BAMBENDA I COUNCIL, on the 27/02/2024 as from 11:00 AM, by the Bamenda 1 council internal tenders board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

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

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

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

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

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

ARTICLE 16: COMMENCEMENT OF WORK:

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

- ❖ The Contracting Authority;
- ❖ Contract Engineer.
- ❖ DDMINMAP MEZAM.
- ❖ The Project Manager.
- ❖ Chief of Technical Service B1C.
- ❖ The Head Teacher G.S Ntoh.
- ❖ DD MINEPAT.
- ❖ DD MINDDEVEL.

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Article 5: Constituent documents of the Contract (Article 4 of GAC)

The constituent Contractual documents of this Contract are in order of priority: (to be adapted to the nature of the works).

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

Article 6: General instruments in force

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

1. Framework Law No. 96/12 of 5th August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2002/058 of 23rd February 2002 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for implementing the tax and customs system applicable to Public Contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree No. 2022/074 of 8th March 2022 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2023/271 of 5 August 2023;
8. Decree No. 2022/075 of 8th March 2022 to organise the Ministry in charge of Public Contracts;
9. Circular No. 002/CAB/PR of 19th June 2022 relating to the award and control of execution of Public Contracts;
10. Letter No. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular No.01/C of 28 December, 2018 relating to the execution of finance law, monitoring and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other public entities
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

- 1.1 All communications within the framework of this Contract shall be written and notifications sent to the following address:
 - a) In the case where the Contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;

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

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

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 30 below or the application of penalties [to be specified where need be].

Chapter II: Financial conditions

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

11.1 Final bond

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

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

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

11.2 Performance bond

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

11.3 Guarantee of start-off advance

[Specify, if need be, the rates (20% maximum of the amount of the Contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

Article 12: Amount of the Contract (Articles 18 and 19 of GAC supplemented)

The amount of this Contract as indicated by the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

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

Article 13: Place and method of payment

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

Article 20: Advances (article 28 of the GAC)

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

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

20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Contract.

20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the Contractor.

20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)

21.1 Establishment of works executed

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

21.2 Monthly detailed account

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

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

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

- [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the Contractor;
- 2.5% or 5.5 % paid to the public treasury as AIR due by the Contractor.
- 7.5% or 15% paid into the Public Treasury as TSR due by the Contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

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

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

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

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

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2005/275 of 24 September 2005 to institute the Public Contracts Code.

Article 27: Tax and customs regulations (article 36 of the GAC)

Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to Public Contracts. The taxes applicable to this Contract include notably:

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the Contract;
 - o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
 - o Council dues and taxes
 - o Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices means VAT included.

Article 28: Stamp duty and registration of Contracts (article 37 of GAC)

Seven (7) original copies of the Contract shall be stamped by and at the cost of the Contractor, in accordance with the applicable regulations.

Chapter III: Execution of works

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

The works shall include especially: (position or volume of works)
(To be specified cf. Special Technical Conditions)

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

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

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

Article 31: Execution time-limit of the Contract (article 38 of the GAC)

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **one hundred and fifty (150) days**.

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

Article 32: Role and responsibilities of the Contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Project Manager in *five (05) copies* at the beginning of each.

Article 33: Provision of documents and site (article 42 of the GAC)

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Manager.

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

Article 34: Insurance of structures and civil liabilities (article 30 of GAC)

The following insurance policies are required within the scope of this Contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the Contract (to be adapted):

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

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

Article 37: Implantation of structures

The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

Article 38: Sub-Contracting (article 54 of the GAC)

The part of the works to be sub-Contracted shall be [specify] % of the initial amount of the Contract and its additional clauses (the ceiling is 30 %).

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

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

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

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

40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the Contractor's representative each day.

40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

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

[Specify the possible restrictions or bans]

**Chapter IV:
ACCEPTANCE**

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the Contractor shall ask in writing to the control Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

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

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Contract Engineer,
- Project manager,
- Contractor.

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

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Contracting Authority (Chairman)
- 2- The Contract Engineer..... (rapporteur)
- 3- **Project Manager**(Member)
- 4- DD MINMAP Mezam.....(Observer)
- 5- Contract Manager (DDMINEDUB Mezam).....(Member)
- 6- **CTS Bamenda I**.....(Member)
- 7- The Contractor.....(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: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional acceptance for the section of new civil Engineering works.

Document No. 5:

Special Technical Conditions (STC)

1 – GENERALITIES: These present special technical specifications concern THE REHABILITATION OF TWO BLOCKS OF TWO CLASSROOMS AT G S NTOH IN BAMEMDA I COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION. It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority and sample models of equipments and furniture provided by the project owner. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an execution plan showing clearly how he intends to run the work site. A fence in local materials shall enclose the whole work site to avoid trespassing.

SIGN-POSTS: The contractor shall put in place at his expense sign-posts indicating work in conformity with the plans put at his disposal by the authority that signed the contract.

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

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

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

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

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

1 - PREPARATORY WORKS – SETTING OUT: These works concern the clearing of the site and evacuation of the rubbles to the public discharge, the clearing and leveling of the site where necessary. The setting out will be in respect to the technical plans.

The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate trenching and other earthworks and good circulation. The commencement of excavation will be accepted by the Project Engineer without checking the conformity of the setting.

The minimal depth of the excavation trenches shall be of 80cm, and depending on the soil bearing capacity. Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Engineer. The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

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

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

metallic panels fixed on metallic angle bars (35x35)mm securely anchored to the walls. All door shutters shall open to the outside.

-All window openings (210 X 90) cm shall be fitted with sliding aluminum glazed panels shutters and fixed window protectors (210 X 90) cm of vertical striped metallic tubes (30mm)

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

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

9 – PAINTING: A layer of impression in ordinary paint will be applied previously on all the walls as priming layer. The interior walls will be painted in water paint (pantex 800). The external walls will be painted in water resistant paint (pantex 1300 type). Colour tinted tubes will be chosen to achieve the desired **magnolia** colour.

All metal and wood works shall be painted with oil paint - Glyptalresien lacquer, in two coats. A primary coat of antirust before final painting is done. Skirting shall be carried out oil paint at 90cm from the floor, externally and internally with coffee brown colours

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

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

Steps shall be constructed out of shaped stones at the main entrance to the building at 1,20m wide as the case may be.

Equally, **ramps** of 1,20m cast insitu of one twenty (1,20m) wide each with edges protected with angle bar of 25mm shall be provided at the entrance of the building for handicaps on wheel chairs or otherwise.

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

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

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

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

12 - ORIGIN, QUALITY AND PREPARATION OF MATERIALS: The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels

- **MASONRY:**

-**Blocks-** Load bearing wall shall be mounted in compressed cement blocks of (15x20x40) cm for load bearing walls of PC300 Kg/m³ (at most 32 blocks per bag of cement). Blocks should show an appreciable degree of resistance to violent pressure.

All blocks shall be cured for at least 21 days before being used.

-**Plastering:** All plastering shall be applied using a trowel, float, straight edges and sponge. Cement mortar mix in a proportion of 400kg/m³ will be used to plaster all previously rejoined areas on all masonry and concrete works, and then thinly floated. The final thickness of the plastering shall not be less (02cm on both sides of the walls). The external walls shall receive a coat of spatadash before plastering is done on it.

-**Screed:** a smooth layer of ordinary cement screed 400kg/m³ (1:2) finish shall be spread on the 8cm concrete floor and the screed shall be 3cm thick.

13 GUTTERS:

To be excavated 40cm wide and 30cm 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 gutters are to be constructed in concrete and the floor will be rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water for level surfaces.

15- Wood – Material: The wood must be pure and should not have nodes, foreign bodies or fractures due to sawing. This shall be locally sawn eucalyptus.

**UNIT PRICE SCHEDULE FOR THE REHABILITATION OF TWO BLOCKS OF TWO CLASSROOMS AT G.S NTOH IN BAMBENDA
I COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.**

NO	DESCRIPTION	UNIT	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS
100	PRELIMINARY WORKS			
101	Site installation and unfolding of the work site.	LS		
102	Preparation of execution program and built plan.	U		
103	Complete removal of roof sheets and nogging, rafters and purlins.	M2		
104	Scrapping of existing floor finished in preparation for sand cement screed on the entired floor.	M2		
105	Scrapping of the existing wall and complete removal of the existing windows.	M2		
	SUB-TOTAL 100: PRELIMINARY WORKS			
200	MASONRY AND CONCRETE WORKS			
201	General concreting for all the internal, external raccords and plastering of the wall with cement mortar dosed at 300kg/m ³ .	M2		
202	Concreting of the floor with mass concrete dosed at 350KG/M3 with thickness of 8cm.	M2		
203	Construction of a wall height 3m with blocks of 15x20x40cm	ML		
204	Provide a black board with all necessaries accessories	U		
205	Clusters for the windows	M2		
206	Smooth screed dosed at 400kg/m3 4cm thick	M2		
	SUB-TOTAL 200: MASONRY AND CONCRETE WORKS			
300	ROOF, CEILING, METALIC AND WOOD WORKS			
301	Treated hard wood by Xylamon for the reinforcement of the roof (roof trusses, purlins and noggin),	M3		
302	Aluminium roofing sheets (tole 5/10eme) and its accessories	M2		
303	External perimeter ceiling in smooth zinc sheet (tole lisse)	M2		
304	Fascia board (tole Bac 4/10eme) of 30cm heigt including lining in hard boards treated and sized	M2		
305	Alu ridge cap of 50cm large	ML		
306	Supply and fitting metallic doors with all necessaries accessories.	U		
307	Ceiling in hard plywood (4cm thick) including all accessories.	M2		
	SUB-TOTAL 300: ROOF, CEILING, METALIC AND WOOD WORKS			
400	PAINTING WORKS			
401	Preparation of surface to be painted.	M2		
402	Two coats of pantex 1300 paint on external walls with colour tinted tubes	M2		
403	Two coats of pantex 800 paint on internal walls and ceiling with colour tinted tubes	M2		
404	Oil paint on metallic doors, skirting from the floor and 90cm for isolated pillars.	M2		
	SUB-TOTAL 600: PAINTING WORKS			
	SUMMARY			

BILL OF QUANTITY AND COST ESTIMATE FOR THE REHABILITATION OF TWO BLOCKS OF TWO CLASSROOMS AT G.S NTOH IN BAMBENDA I COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.

NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
100	PRELIMINARY WORKS				
101	Site installation and unfolding of the work site.	LS	1		
102	Preparation of execution program and As built plan.	U	2		
103	Complete removal of roof sheets and nogging, rafters and purlins.	M2	229		
104	Scrapping of existing floor finished in preparation for sand cement screed on the entired floor.	M2	178,2		
105	Scrapping of the existing wall and complete removal of the existing windows.	M2	330		
	SUB-TOTAL 100: PRELIMINARY WORKS				
200	MASONRY AND CONCRETE WORKS				
201	General concreting for all the internal, external raccords and plastering of the wall with cement mortar dosed at 300kg/m ² .	M2	453,2		
202	Concreting of the floor with mass concrete dosed at 350KG/M3 with thickness of 8cm.	M2	178,2		
203	Construction of a wall height 3m with blocks of 15x20x40cm	ML	7		
204	Provide a black board with all necessaries accessories	U	2		
205	Clusters for the windows	M2	41,25		
206	Smooth screed dosed at 400kg/m ³ 4cm thick	M2	185		
	SUB-TOTAL 200: MASONRY AND CONCRETE WORKS				
300	ROOF, CEILING, METALIC AND WOOD WORKS				
301	Treated hard wood by Xylamon for the reinforcement of the roof (roof trusses, purlins and noggin),	M3	10		
302	Aluminium roofing sheets (tole 5/10eme) and its accessories	M2	250		
303	External perimeter ceiling in smooth zinc sheet (tole lisse)	M2	50		
304	Fascia board (tole Bac 4/10eme) of 30cm height including lining in hard boards treated and sized	M2	20		
305	Alu ridge cap of 50cm large	ML	20		

Document No. 8: Schedule of sub-detail of prices

DESIGNATION :Studies and site installation					
No	Daily out put	Total quantity	Unit	Duration of activity	
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MACHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE 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	

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA
DECENTRALISATION ET DU
DEVELOPMENT LOCALE

REGION DU NORD-OUEST

DEPARTMENT DE LA MEZAM
COMMUNE DE BAMEDA I

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

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



REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF
DECENTRALISATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION

MEZAM DIVISION

BAMEDA I COUNCIL

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

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

JOBGING ORDER No _____ JO/MINDDEVEL/BIC/BICITB/BISD/MEZAM/NWR/2023 OF2024

**Awarded after REQUEST FOR QUATATION N°05/RQ/ MINDDEVEL/BICITB /BIC/ B1SD/
MEZAM /NWR/2024 OF 02/02/2024 FOR THE REHABILITATION OF TWO BLOCKS
OF TWO CLASSROOMS AT G.S NTOH IN BAMEDA I COUNCIL AREA, MEZAM
DIVISION OF THE NORTH WEST REGION.**

Project Owner *[Indicate name and full address]*

HOLDER : *[indicate name and full address of holder]*

P.O. Box _____, Tel: _____ Fax: _____

Business Registry No. _____ at
Taxpayer's No. _____

SUBJECT : Execution of _____ works;
Lot No. _____; Network _____

PLACE : Region _____

EXECUTION DEADLINE : _____ (_____) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

FINANCING : *[indicate the source of financing]*

BUDGET HEAD : *[to be completed]*
SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

**Document No. 10:
Models to be used by bidders**

TABLE OF MODELS

- 1: Model Tender (Bid Letter)
- 2: Model bid bond
- 3: Model final bond
- 4; Model of Performance Bond (Model retention fund)
- 5: Model of start-off advance bond
- 6: Attestation of site visit
- 7; Model Declaration of Intention to Tender
- 8: Model Commitment of Availability of Personnel
9. Model Table of Equipment
- 10 Model Report of site visit

2: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"

Whereas the undertaking _____ hereinafter referred to as the "bidder" has submitted his bid on _____ for [recall the subject of the Invitation to Tender], hereinafter referred to as "the bid" and to which must be attached a bid bond equivalent to [indicate the amount] CFA francs.

We _____ [name and address of the bank], represented by _____ [names of signatories], hereinafter referred to as "the bank" hereby guarantee payment to the Contracting Authority of the maximum sum of [indicate the amount] CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

If the bidder, having been notified of the award of the Contract by the Contracting Authority during the validity period:

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

4: Model of performance bond (Retention fund)

Bank: _____
Reference of the bond: No. _____

Addressed to [Indicate the Project Owner]
[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

Whereas _____ [name and address of Supplier] hereinafter referred to "the Contractor",
pledged, in execution of the Contract, to Carry out the works of [indicate the subject of the works]

Whereas it is stipulated in the Contract that the retention fund fixed at [percentage below 10 % to be
specified] 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 the bank],
Represented by _____ [names 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
Project Owner for a maximum amount of _____
[in figures and letters] corresponding to [percentage below 10 % to be specified] of the Contract
price.

And we pledge to pay to the Project Owner 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 Project Owner 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 [percentage below 10 % to be specified] of
the total amount of the works featuring in the final detailed account, without the Project Owner 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 incline by the present to the
notification of any amendment, addendum or change.

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

Any request for payment made by the Project Owner 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]

6: MODEL ATTESTATION OF SITE VISIT

I the undersigned Mr./Mrs./Miss..... (Name)

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

Confirm having actually visited the site for the structure relative to the;

REQUEST FOR QUATATION

**N°05/RQ/ MINDDEVEL/BICITB /BIC/ B1SD/ MEZAM /NWR/2024 OF 02/02/2024 FOR
THE REHABILITATION OF TWO BLOCKS OF TWO CLASSROOMS AT G.S NTOH ,
IN BAMENDA I COUNCIL AREA, IN MEZAM DIVISION OF THE NORTH WEST REGION**

I, the interested contractor declare:

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

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

THE CONTRACTOR _____

SIGN _____

DATE _____

(COMPANY STAMP)

8: MODEL COMMITMENT OF AVAILABILITY

SUBJECT: COMMITMENT OF AVAILABILITY

I, the undersigned,.....
HOLDER OF A,..... AND NATIONAL
IDENTITY CARD NO,..... ISSUED ON ,.....
AT,..... TEL ,..... IS COMMITTED AND
AVAILABLE TO WORK AS ,.....
WITH,..... COMPANY IF AWARDED THE
CONTRACT FOR,..... THIS IS IN RESPONSE
TO TENDER NO,..... OF ,..... FOR
THE ,.....

DONE IN ,..... ON,.....

BY,.....

SIGN,.....

10-Model Report of site visit

I-INTRODUCTION

TENDER N° (with project title).....

NAME OF COMPANY.....

DATE:..... TIME:.....

II) COMMENTARY:

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

II-2) Accessibility to the project site:

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

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

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

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

V) DIFFICULTIES:

V) CONCLUSION.....

NB: ATTACH PICTURES SHOWING AND JUSTIFYING SOME SITE ELEMENTS

Signature of Managing Director, name, date and Enterprise stamp

**ANNEX 7: EVALUATION GRID
REQUEST FOR QUATATION**

**N°01/RQ/ MINDDEVEL/BICITB /B1C /B1SD/MEZAM/NWR/2024
OF 02/02/2024 FOR THE REHABILITATION OF TWO BLOCKS OF TWO CLASSROOMS EACH AT
G.S NTOH, IN BAMENDA I COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.
ENVELOPE A. ADMINISTRATIVE DOCUMENTS.**

DOC N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not older than three months.
A.2	Declaration of intention to tender stamped with the tariff in force (see document NO. 7).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not older than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not older than three months.
A.5	Purchase receipt of Tender File issued by Bamenda I council treasury of 35,000 FCFA
A.6	A bid bond of 400,000 FCFA (four hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
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 valid within the specified 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 taxpayers card, delivered by the chief of center of Taxes.
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should not be more than three months old.
A.13	Plan and attestation of site location of the enterprise
A.14	Power of attorney if necessary
A.15	Group agreement if need be

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL AND FINANCIAL DOCUMENT>> and shall contain the following:
<<As per the Circular Letter N° 000005/LC/MINMAP/CAB of 26/12/2023 on Implementation of Categorization of Enterprises, only Categorized Enterprises who presented Certified True Copy of Attestation of Categorization issued by the Minister Delegate at the Presidency of the Republic in charge of Public Contracts or his duly Authorized Representative are exempted from submitting in their Technical Files, **related supporting documents relative to the turnover, the references, own minimum technical and logistical means, permanent staff and head office location**>>.

B.1	General presentation of the Tender Files
	- Document spirally bound
	- Table of content page
	- Colour sheets separation
	-page numbering
	- neatness and clarity of documents
	- Presentation of documents in the order given in this tender file
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS
B.2.1	List of references of the enterprise in similar jobs justified by signed Contracts (first and last pages) and minutes of acceptance or attestation of clearances of works executed. (minutes of final

B.5.4	Prove of ownership or rental of a concrete vibrator		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
B.5.6	Carpentry Kit : carpentry clamps, saws, hammers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Special Technical Clauses initialed in all the pages and last page signed		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed		
B.9	FINANCIAL FILE		
B.9.1	A submission letter, signed, dated and franked with the tariff in force		
B.9.2	Completed and signed frame work of unit prices.		
B.9.3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)		
B.9.4	Sub details of unit prices initialed in all pages and last page signed		

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

A. Eliminatory criteria

1. Absence or insufficient Bid Bond;
2. Non respect of 48 hours given for absence or non conformity of an element in the Administrative File
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Non-compliance with model bid
6. Incomplete bids
7. Absence of a quantified unit price;
8. Non respect of **75%** of essential criteria;
9. Financial capacity below 50% of the estimated cost
10. Change of a quantity in the Financial File

B. Essential criteria

<<As per the Circular Letter N° 000005/LC/MINMAP/CAB of 26/12/2023 on Implementation of Categorization of Enterprises, only Categorized Enterprises who presented Certified True Copy of Attestation of Categorization issued by the Minister Delegate at the Presidency of the Republic in charge of Public Contracts or his duly Authorized Representative are exempted from submitting in their Technical Files, **related supporting documents relative to the turnover, the references, own minimum technical and logistical means, permanent staff and head office location**>>.

1. General presentation of tenders
2. Financial capacity
3. References of the company in similar achievements;
4. Quality of the personnel;
5. Technical organization of the works;
6. Safety measures on the site;
7. Logistics;

Document No.11; Preliminary studies

[To be systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18th April 2008 relating to the respect of rules governing the award, execution and control of Public Contracts]

Note on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, prior to commencing the procedure to award Contracts or refer to the competent Tenders Board, ensure that draft Tender Files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

Justification of preliminary studies

1. Attach the preliminary studies.
2. Indicate
 - 2.1. The date studies were carried out;
 - 2.2. The name of the public or private Project Manager
 - 2.3. References of the Contract, if Private Manager carried it out;
- 2.4. If maintenance works
 - 2.4.1 Description of the studies;
 - 2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
- 2.5 Rehabilitation or new works
 - 2.5.1 Are quantities in the quotations the same as those of the studies?
 - 2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
 - 2.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the Tender File.

- *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*