

REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie

MINISTRE DE LA DECENTRALIZATION ET DU
DEVELOPPEMENT LOCALE
REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAMENDA II^{C.M.E.}
COMMUNE DE BAMENDA II^{C.M.E.}
P. O. BOX 495 MANKON

REF. N° BIIC/VOL.1/SG/2024



REPUBLIC OF CAMEROON
Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT
NORTH WEST REGION
MEZAM DIVISION

BAMENDA II SUB-DIVISION
BAMENDA II COUNCIL
P. O. BOX 495 MANKON

Bamenda, the 06 FEB 2024

BAMENDA II COUNCIL
BAMENDA II COUNCIL INTRENAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

OPEN NATIONAL INVITATION TO TENDER

N° 01/RQ/B.II.C, ITB/B.II.C/MEZAM/NWR/2024 OF 06/02/2024
FOR THE REHABILITATION OF A BLOCK OF TWO [02] CLASSROOMS IN GPS
NTAMBAG IN BAMENDA II SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST
REGION.

PROJECT OWNER: THE MAYOR OF BAMENDA II COUNCIL

FINANCING: MINEDUB Public Investment Budget of 2024

BUDGET HEAD: -----
Authorization No. -----

FINANCIAL YEAR 2024

Document No. 1
Tender Notice

No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond.

8. Consultation of Tender File:

The file may be consulted during working hours at the BAMENDA II Council office of SIGMA with Telephone N° (237) 676-244-462, as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the BAMENDA II Council office of SIGMA with Telephone N° (237) 676-244-462 as soon as this notice is published against payment of the sum of Twenty-five thousand (25, 000) CFA francs, payable at the BAMENDA II Municipal Treasury, representing the cost of purchasing the tender file.

11. Submission of bids:

Each offer drafted in English or French in 07 copies including 01 (one) original and 06 (six) copies should reach the BAMENDA II Council not later than **05 March 2024 at 10 AM** local time and should carry the inscription:

**"OPEN NATIONAL INVITATION TO TENDER N° 01/RQ/B.II.C/BII.ITB/ 2024 OF 06/02/2024
FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS IN GPSNTAMBAG IN
BAMENDA II SUBDIVISION, 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 be not older than three (3) months preceding the date of **LAUNCHING OF THE TENDERS** 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 **5 March 2024 at 11 AM** local time, in the conference hall of BAMENDA II Council, by the BAMENDA II Council Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice.

14. Evaluation criteria

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

A. Eliminatory criteria

• **Outright elimination during the opening session of the bids**

1. **Absence of the bid bond**

• **OTHER CRITERIA**

2. Absence or non-conformity of an element in the administrative file;

3. Deadline for delivery higher than prescribed;

4. False declaration or falsified documents;

5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;

6. Incomplete financial file;

7. Change of quantity or unit of the Tender file in the financial bid;

8. Non respect of **75%** of essential criteria;

During the opening session of the bids, if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace the said document else it will be eliminated. No such document will be accepted after this deadline.

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BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the 06 FEB 2024

AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 01/DC/AONO/B.II.C/BII.ITB/2024 DU
09/01/2024 POUR LES TRAVAUX DE REHABILITATION D'UN BLOC A DEUX SALLES DE
CLASSES A L'ECOLE PUBLIQUE DE GPS NTAMBAG DANS LA COMMUNE DE BAMENDA 2^{ème}
DANS LE DEPARTEMENTAL DE MEZAM, REGION DU NORD OUEST.**

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

1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire de l'année 2024, le Maire de Bamenda 2^{ème}, Maître d'Ouvrage et Autorité Contractante lance un D'APPEL D'OFFRES NATIONAL OUVERT *POUR LES TRAVAUX DE REHABILITATION D'UN BLOC A DEUX SALLES DE CLASSES A L'ECOLE PUBLIQUE DE NTAMBAG* DANS LA COMMUNE DE BAMENDA 2^{ème} DANS LE DEPARTEMENTAL DE MEZAM, REGION DU NORD OUEST.

2. Consistance des travaux

Les travaux comprennent notamment :

- Travaux préparatoires
- Nettoyage de l'emprise
- Rehabilitation des fissures sur les murs
- Rehabilitation des fissures sur les sols
- Rehabilitation des portes et des fenêtres
- Rehabilitation des toitures
- peinture

3. Délai d'exécution

Le délai maximum prévu par le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **DEUX (02) mois calendaires**

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de dix-millions (10 000 000)

5. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné.

6. **Financement** Les travaux objet du présent appel d'offres sont financés par le budget d'investissement public du Ministère de l'Education de Base l'exercice 2024.

7. 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 No 12 du DAO, d'un montant **(200, 000) FCFA** et valable pendant trente (30) jours au-delà de la date de validité des offres. Conformément à l'article 90 (9) du code des Marchés Publics (Decret No. 2018/366 du 20 June 2018), des chèques certifiés et chèques-banques sont admis à la place du cautionnement de soumission.

B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur:

1. Présentation générale de l'offre ;
2. Capacité financière;
3. Références de l'entreprise dans les travaux similaires;
4. Qualité des ressources humaines;
5. Méthodologie d'exécution des travaux;
6. Mesures de sécurité envisagées pour l'exécution des travaux;
7. Moyens matériels de l'entreprise;
8. Attestation et rapport de visite du site;
9. Cahier des Clauses Techniques Particulières paraphé à chaque page et signé à la dernière page;
10. Cahier des Clauses Administratives Particulières paraphé à chaque page 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 avec des positifs (oui) ou négatifs (non) et dont le minimum des « oui » acceptable est 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 engagés 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 commune de BAMENDA II Tél (237) 679685596

LE MAITRE D'OUVRAGE

Fait à BAMENDA II, le 06 FEV 2024

(AUTORITE CONTRACTANTE)

Le Maire de la commune de Bamenda 2eme

Copies :

- MINMAP
- ARMP;
- Maître d'Ouvrage
- Président CPM/Bda2eme;
- Affichage.



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- 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.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the 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.
- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
 - (b) The bid and the contract must be signed in a way that is binding on all members of the group;
 - (c) The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
 - (d) The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
 - (e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

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.

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume I: Administrative file

It includes:

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

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

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

- (a) The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";
- (a) The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

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

Article 16: Validity of bids

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

shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated **"ORIGINAL"**. In addition, the bidder shall submit the number required in the General Regulations, bearing **"COPY"**. In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes **"ORIGINAL"** and **"COPY"**, as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) should be addressed to the 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 Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

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

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

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

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

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

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

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

Article 26: Confidential nature of the procedure

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

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

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

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.

- 32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
 - b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
 - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
 - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the 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

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

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

This evaluation will be done in a purely binary method with a positive (**yes**) or negative (**no**) with an acceptable minimum of **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 reasonable 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.

6.2: 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.

ARTICLE 7: PRESENTATION OF THE TENDER.

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 three (03) volumes as follows:

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

7.1 External envelope.

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

TO THE PROJECT OWNER

" OPEN NATIONAL INVITATION TO TENDER N° 01/RQ/B.II.C/B.II.TB/MEZAM/2024 OF 06/02/2024 FOR THE REHABILITATION OF A BLOCK OF TWO (02) CLASSROOMS IN GPSNTAMBAG IN BAMENDA II SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION

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

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by Bamenda I Municipal treasury

	<p>construction or similar works. Only (CVs signed by the candidate)</p> <ul style="list-style-type: none"> ➤ 01 one Carpenters with 3 years professional experience on carpentry or similar works. Only CVs signed by the candidate ➤ 01 One Electrician with 3 years professional experience on Electricity ➤ or similar works. (Only CVs signed by the candidate) ALL Personnel on B 3.3 must be holders of at least CAP or VQD certificate) 		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
B.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	Prove of ownership or rental of a Hand compactor		
B.5.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. = 10,000,000		
B.7	Attestation of site visit signed by the bidder		
B.8	Comprehensive report of site visit signed by the company administrator		
B.9	Special Technical Clauses initialed in all the pages		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and 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 form 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.

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 his offer is not accepted.

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.

Pursuant to justification by bidder, bids with unconvincing abnormally low costing will be rejected by the Project Owner as proposed by the Tenders Board.

Prior to this reject, the bidder must have been requested to produce written justification(s) and that these justifications have been appreciated to be unconvincing.

These justifications will concern amongst others

- The production of detailed pricing, its content and the coherency between the unit price, its mode of realisation and its timing.
- The purchase prices of materials
- The cost of exploitation of equipment
- The wages of technicians and labourers
- comparative advantages or favourable exceptional conditions that the bidder has for the realisation of the works
- measures relative to the condition of works

In the case where these justification(s) is or are not convincing, the Project Owner decides but before the reject, he can only decide when the Public Contracts Regulatory Agency(ARMP) must have examined the unconvincing justification(s) and given his opinion in seven (07) working days from the date of receipt of these justifications from the project. ***(The Tenders Board requests for justifications, bidder replies by writing, board examines and if not convincing, the Board consultation with ARMP will take a decision)***

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of works, the contractor must make sure that she respects the elements of maturity of the project especially the location of the structure shown to him during the site visit.

However, if for one reason or the other the initial location shown to the contractor during the site visit has to change at this phase, the following adhoc commission members will be convened to established a report of the change:

- ❖ The authorizing authority(chairperson)
- ❖ The Control Engineer(secretary)
- ❖ The Contractor.....(member)
- ❖ The CDO, Bamenda II(member)
- ❖ The DD, MINEPA-Mezam(Member)
- ❖ The DD, MINMAP(Member)

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indemnities as well as logistics support for the realisation of the project from that shall be fixed by a decision of the Project Owner or Project Owner.

Article 4: Language, applicable law and regulation

1.2 The language to be used shall be *[English and/or French]*.

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

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

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

The constituent contractual documents of this contract are in order of priority: *(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 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2018/366 OF 20 June 2018, to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular *[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;

Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.

- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

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

- 9.1 [Specify if the contract has one or several phases]

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

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

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

Chapter II: Financial conditions

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

11.1 Final bond

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

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

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the 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 19: Evaluation of supplies (article 24 of the GAC supplemented)

19.1 [indicate, where applicable, the modalities for payment of supplies].

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

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 Engineer 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. This sheet shall be based on the certification of the various tasks jointly established by the contractor and the Project Manager

21.2 Monthly detailed account

Every month or during a periodic sequence established by contractor and representative of the project owner, the contractor shall hand over to the Contract Engineer 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:

- [100-2.2 and/or - (5.5 or 15%)] paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

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

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

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

Payments shall be done by the Municipal Treasurer BAMENDA II Council 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).

The signing of the general and final detailed account without reservation by the contractor definitely binds the two parties, puts an end to the contract, except with regard to interest on overdue payments.

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

Article 27: Tax and customs regulations (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 **ninety (90) days**.

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

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

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

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

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

Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

- b) The [Contract Manager or Project Manager] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.

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

Article 36: Organisation and safety of sites (article 50 of the GAC)

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

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

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

Article 37: Implantation of structures

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

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

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

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

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

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

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

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

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

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

[Specify the possible restrictions or bans]

Chapter IV: Acceptance

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

- Control Engineer,
- 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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

Article 48: Production and dissemination of this contract

In accordance with the provisions of article 125 of Decree No. 2018/366 OF 20 June 2018 of the Public contract Code, *[Ten (10)]* copies of this contract shall be produced by the Delegated Project Owner. Seven of which shall be notified to the contractor for registration.

Article 49 and last: Entry into force of the contract

This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

TECHNICAL SPECIFICATIONS

GENERALITIES

This document is intended mostly to help building contractors and site supervisors to maintain reliable standards in order to ensure that the final product would be of durable quality. Also these descriptive notes are 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 structure clearly shown on the working drawings as its aesthetics is also very much dependent on the manipulation of the carefully chosen materials. The selected site has been found favorable to the envisaged structure in terms of geotechnical cross-section, atmospheric conditions, topography, sewage disposal, and automobile and pedestrian accessibility. This document has been prepared also to serve the interests of persons who would occupy the houses constructed and those financing the construction as stakeholders who must be concerned about achieving quality in the final product.

PLANNING AND SITE ORGANIZATION

Careful forethought and planning are required for sound site organization. Consideration must be given to the efficient use of available space at the site during building operations in order to ensure that all building activities move smoothly with minimal interference or delay. The proper choice of suppliers and subcontractors plays an important part in achieving desired quality and efficiency.

THE REHABILITATION PROCESS AND SUPERVISION

Reliable standards must be maintained throughout the whole rehabilitation process in order to ensure that the rehabilitated work is durable, is functionally sound and aesthetically satisfying. Simple time-tested methods that have proved effective in ensuring quality can be employed to make sure that problems do not develop later, which can be expensive and difficult to rectify. Close supervision of craftsmen and workers employed by the main contractor on the site is essential to make certain that all the elements that make up the building conform to acceptable standards of quality. The work of sub-contractors too requires planning and supervision to ensure quality is maintained in all aspects of construction, including services.

CHOOSING SUPPLIERS AND PURCHASING MATERIALS

Quality and conformity to the specifications should be the primary consideration and not the cheapest price when choosing suppliers and materials. Whenever and whatever the contractor aims to purchase, s/he should aim to buy:

- the right quality
- at the right time
- the right quantity
- from the right source
- at the right price

- Temporary toilet/s for workers (if no off site toilet is available);
- A place where a First Aid kit can be accessible to all workers on site;
- A site office with racks for documents and basic furniture;

REPAIR/REPLACEMENT OF ALLUMINIUM GLASS WINDOWS

The contractor is expected to remove all the wooden and damaged windows and replace with alluminium translucent glass windows 4mm thick

TILING/KITCHEN SINK CONSTRUCTION

- Crack the entire dilapidated floor of the health center and replace with ceramic tiles of 40x40cm
- Mixed cement mortar of 150kg/m³ then fix the tiles on concreted floor with cement cole.

Mass Concrete

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

Reinforced concrete for storage tank

Reinforced concrete is concrete in which reinforcement bars ("rebars"), reinforcement grids, plates or fibers have been incorporated to strengthen the concrete in tension. Concrete is strong in compression, but weak in tension, thus adding reinforcement increases the strength in tension. In addition, the failure strain of concrete in tension is so low that the reinforcement has to hold the cracked sections together. For a strong, ductile and durable construction the reinforcement shall have the following properties:

- High strength
- High tensile strain
- Good bond to the concrete
- Thermal compatibility
- Durability in the concrete environment

In most cases reinforced concrete uses steel rebars that have been inserted to add strength.

The skeleton (framework) of this building constitutes 380kg/m³ R.C for beams and pillars, which must be cast in-situ designed according to the rules of CP 110 and batching done according to trial batches or Dreux method, by weight and or volume, closely supervised by the supervisor in charge. Mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. A percentage loss due to waste, mixing and settlement has been envisaged in the quantities which is 32%. Load evaluation has been limited to dead, live and service loads of the building external horizontal and vertical charges due to wind; rain etc have not been considered which is due to the negligible atmospheric conditions of the area.

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

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

Reception for Reinforcements

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

Formwork

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

- If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly joined.
- If the ordinary form is made with fiberboard or plywood, the sides must be properly joined and be of the same level. The tolerated space between joints should be same as those between sawn timbers.

Cleanliness: The sand must have sand equivalent (SE) higher than 75.

- **Cement**

Cement shall be true Portland of standard brand and manufacture, i.e. CPA 45 or CPJ 35 type or equivalent.

The cement used should be artificial Portland cement 215.325 P.15.302 Standard. It should be supplied to the building site in six ply paper bags. Any humid cement shall be rejected and immediately removed from the building site.

The Contractor must inform the supervisor that he has received his supplies. Random samples could be taken from each lot and tested in an approved laboratory using the AFNOR P.15.301 Standard, at the contractor's expense.

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

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

- **Reinforcements**

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

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

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

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

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

The space between the walls of the formwork and reinforcements should be at least 2.3 cm for elevation concrete and 4 cm for foundation concrete. These spaces should be obtained using prefabricated concrete or plastic shims, whose dimension should match the results to be obtained. The concrete shims should have wires to be used in tying them to the reinforcements. There should be enough shims and mounting bars to prevent the reinforcements from being deformed during handling and concreting.

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

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

All overlaps should comply with BAEL 91 prescriptions. Frames with traces of non-adhesive rust should be thoroughly brushed off before being placed in the forms. The reinforcements, whether assembled or not, should be stored on boards and not on bare ground.

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

The iron rods supplied must be at least 11.5 m long

- **Placing concrete**

BILL OF QUANTITY AND COST ESTIMATE FOR THE REHABILITATION OF A BLOC OF TWO CLASSROOMS IN GPS OLD TOWN IN Bamenda 2 SUB-DIVISION IN MEZAM DIVISION, FOR THE NORTH WEST REGION

NO	DESCRIPTION	UNIT	AMOUNT IN FIGURE	AMOUNT IN WORDS
100	PRELIMINARY WORKS			
101	Site installation and unfolding of the work site.	LS		
102	Preparation of execution program and As built plan.	U		
103	Complete removal of roof sheets and part of nogging, rafters and purlins damaged for raising the roof up.	M2		
	SUB-TOTAL 100: PRELIMINARY WORKS			
200	MASONRY AND CONCRETE WORKS			
201	General concreting for all the internal, external raccords even on the floor and plastering of the parts of wall with cement mortar dosed at 300kg/m ³ .	M2		
202	Maintenance of the existing black board.	U		
	SUB-TOTAL 200: MASONRY AND CONCRETE WORKS			
300	ROOF, CEILING, METALIC AND WOOD WORKS			
301	Treated hard wood by Xylaman for the reinforcement of the roof (roof trusses, purlins and noggin),	M3		
302	Aluminium roofingsheets (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 height including lining in hard board treated and sized	M2		
305	Alu ridge cap of 50cm large	ML		
306	Supply and fitting metallic doors with all	U		

BILL OF QUANTITY AND COST ESTIMATE FOR THE REHABILITATION OF A BLOC OF TWO CLASSROOMS IN GPS OLD TOWN IN Bamenda 2 SUB-DIVISION IN MEZAM DIVISION, FOR THE NORTH WEST REGION

NO	DESCRIPTION	UNIT	QTY	U. PRICE	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 part of nogging, rafters and purlins damaged for raising the roof up.	M2	229		
	SUB-TOTAL 100: PRELIMINARY WORKS				
200	MASONRY AND CONCRETE WORKS				
201	General concreting for all the internal, external raccords even on the floor and plastering of the parts of wall with cement mortar dosed at 300kg/m ³ .	M2	85		
202	Maintenance of the existing black board.	U	2		
	SUB-TOTAL 200: MASONRY AND CONCRETE WORKS				
300	ROOF, CEILING, METALIC AND WOOD WORKS				
301	Treated hard wood by Xylaman for the reinforcement of the roof (roof trusses, purlins and noggin),	M3	6,57		
302	Aluminium roofingsheets (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 board treated and sized	M2	20		
305	Alu ridge cap of 50cm large	ML	20		
306	Supply and fitting metallic doors with all necessities accessories.	U	8,4		

Schedule of sub-detail of prices

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

MINISTRE DE LA DECENTRALIZATION ET DU
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM

ARRONDISSEMENT DE BAMENDA II^{EME}

COMMUNE DE BAMENDA II^{CNE}

P. O. BOX 495 MANKON

REF. N° BIIC/VOL.1/SG/2024



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT

NORTH WEST REGION
MEZAM DIVISION

BAMENDA II SUB-DIVISION

BAMENDA II COUNCIL

P. O. BOX 495 MANKON

Bamenda, the _____

**JOBING ORDER N°...../ONIT/BIIC/BIICITB/NWR2024 OF -/-/FOR THE
REHABILITATION OF A BLOCK OF TWO [02] CLASSROOMS IN GPSNTAMBAG IN
BAMENDA II SUBDIVISION, 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: _____

Between:

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

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:
Forms and models to be used by
bidders

Annex No. 1: Model tender

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

Representing the _____ company or enterprise or group with head office at _____

registered in the trade register of _____ under the number No _____

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

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

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

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

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

Annex No. 3: Model final bond

Bank:

Reference of the bond: No _____

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

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

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

Whereas we have agreed to issue the Contractor this guarantee,

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

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX No. 5: 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]

[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 18 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.

Annex No. 7: 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.*

I- BANKS

1. Afriland First Bank
2. BanqueAtlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered BankCameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

II- Insurancecompanies

14. ChanasInsurance;
15. Activa Insurance

	1 st Reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT		
B.3.1	01 works supervisor (at least HND or equivalent certificate)		
	Qualification of the works supervisor: (Senior Technician certificate in Civil or Rural Engineering (BAC + 2))		
	Professional experience of the project engineer \geq 04 years (signed CV)		
	<ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate 		
B.3.2	01 Site foreman (Civil Engineering BAC)		
	Qualification of the Site foreman: (Technical certificate in Building (BAC F4 or equivalent certificate))		
	Professional experience of the Site foreman \geq 03 years (signed CV)		
	A certified copy of <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate 		
B.3.3	Other personnel		
	<ul style="list-style-type: none"> ➤ 02 two bricklayers with 3 years professional experience in building construction or similar works. Only (CVs signed by the candidate) ➤ 01 one Carpenters with 3 years professional experience on carpentry or similar works. Only CVs signed by the candidate ➤ 01 One Electrician with 3 years professional experience on Electricity or similar works. (Only CVs signed by the candidate) 		
	(ALL Personnels on B 3.3 must be holder of at least CAP certificate)		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
B.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	Prove of ownership or rental of a Hand compactor		
B.5.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket, trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the		

Document No. 13:
Plans/technical drawings