

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
NORTH WEST REGION  
DONGA MANTUNG DIVISION  
NKAMBE COUNCIL  
NKAMBE COUNCIL INTERNAL  
TENDERS BOARD



REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie  
REGION DU NORD OUEST  
DEPARTMENT DE DONGA MANTUNG  
COMMUNE DE NKAMBE  
COMMISSION INTERNE DE PASSASSION DES  
MARCHES DE LA COMMUNE DE NKAMBE

# TENDER FILE

## PROJECT OWNER:

THE MAYOR OF NKAMBE COUNCIL

## CONTRACTING AUTHORITY:

THE MAYOR OF NKAMBE COUNCIL

## TENDER BOARD:

NKAMBE COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER No.  
006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 OF 16/02/2024  
REHABILITATION OF CLASSROOMS BLOCKS IN SOME SCHOOLS, IN NKAMBE COUNCIL  
AREA,, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST  
REGION

## FINANCING: MINEDUB PUBLIC INVESTMENT BUDGET (PIB) – 2024

S/N		RECORD N°	INPUTATION N°
1	LOT1. REHABILITATION OF A BLOCK OF THREE CLASSROOMS AT GS TABENKEN	IZ01281	581510210641648464211426
2	LOT2. REHABILITATION OF A BLOCK OF FOUR CLASSROOMS AT GS BINSHUA	IZ01280	581510201641648464211426

2024 FISCAL YEAR

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REPUBLIC OF CAMEROON  
Peace – Work – Fatherland

NORTH WEST REGION

DONGA MANTUNG DIVISION

NKAMBE COUNCIL

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REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie

REGION DU NORD OUEST

DEPARTMENT DE DONGA MANTUNG

COMMUNE DE NKAMBE

COMMISSION INTERNE DE  
PASSATION DES MARCHES DE LA  
COMMUNE DE NKAMBE

#### TENDER NOTICE

**OPEN NATIONAL INVITATION TO TENDER No.006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 OF 16/02/2024  
REHABILITATION OF CLASSROOMS BLOCKS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA,, IN NKAMBE  
COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION**

**1) SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the 2024 state budget, the Mayor NKAMBE Council hereby launches an open national invitation to tender for the REHABILITATION OF A BLOCK OF CLASSROOMS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

**2) NATURE OF SERVICE:** Work to be done consists of the **REHABILITATION OF CLASSROOMS BLOCKS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA,, IN NKAMBE COUNCIL AREA.**

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

**4) Lots and Estimated cost:** The works are in two(02) lots as tabled below

S/N		Amount frs cfa
1	LOT1. REHABILITATION OF A BLOCK OF THREE CLASSROOMS AT GS TABENKEN	8,050,000
2	LOT2. REHABILITATION OF A BLOCK OF FOUR CLASSROOMS AT GS BINSHUA	8,700,000

**5) Participation and origin:** Participation in this invitation to tender is opened to competent enterprises with no record of incompleted or abandoned works for the past financial years, and that are in compliance with laws in force. IN ALL CASES, EVERY COMPETING COMPANY MUST ATTACH A SPECIAL FIELD REPORT CO- SIGNED WITH THE MAYOR OF NKAMBE COUNCIL (PROJECT OWNER) CLEARLY INDICATING DUE DILIGENCE AND SUFFICIENT UNDERSTANDING OF THE LOCAL SECURITY CONTEXT

**6) FINANCING:** The said works shall be financed as per the programmed budget of MINEDUB PUBLIC INVESTMENT BUDGET (PIB) – 2024 BUDGET HEAD: as per the table below

S/N		RECORD N°	INPUTATION N°
1	LOT1. REHABILITATION OF A BLOCK OF THREE CLASSROOMS AT GS TABENKEN	IZ01281	581510210641648464211426
2	LOT2. REHABILITATION OF A BLOCK OF FOUR CLASSROOMS AT GS BINSHUA	IZ01280	581510201641648464211426

**7) CONSULTATION/ AQUISITION OF TENDER FILE AND BID BOND :**

In compliance with circular N 000001/CL/PR/MINMAP/CAB of 15 January 2021 relating to the issuance of tender files purchase receipts and making of these tender files available to the potential bidders shall be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts) during working hours at the NKAMBE COUNCIL upon presentation of a nonrefundable Treasury receipt of **THIRTY THREE THOUSAND FIVE HUNDRED (335000) FRANCS CFA** payable at the NKAMBE



Municipal Treasury. Such a receipt shall identify the payment as representing the company that wants to participate in the tender.

S/N		Tender fee	Bid bond
1	LOT1. REHABILITATION OF A BLOCK OF THREE CLASSROOMS AT GS TABENKEN	33500	161000
2	LOT2. REHABILITATION OF A BLOCK OF FOUR CLASSROOMS AT GS BINSHUA		174000

**8) SUBMISSION OF BIDS:** Each bid drafted either in English or French in seven (07) copies that is the original and six (06) copies marked as such in accordance with the prescriptions of the consultation file should be submitted against a receipt at the NKAMBE COUNCIL not later than **18/03/2024 at 10 A.M** local time and should carry the inscription:

**OPEN NATIONAL INVITATION TO TENDER No. 006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 OF 16/02/2024**  
**REHABILITATION OF CLASSROOMS BLOCKS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA,, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION**

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

**10) OPENING OF BIDS:** The opening and evaluation of the bids shall be done in one phase on **18/03/2024 at 11A.M** in the Conference Hall of NKAMBE COUNCIL Internal Tenders Board. Only bidders may attend or they may be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity. The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed submission letter.

**11) Evaluation criteria**

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

**A. Eliminatory criteria**

1. -Absence or non-conformity of a document in the administrative file, and not submitted within 48 hours on request.
2. -Duration of delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Omission of a unit price;
8. -Technical score less than **75%** of the essential criteria;
9. -Enterprise with abandoned incomplete or poorly executed projects
10. Absence of A SPECIAL FIELD REPORT CO- SIGNED WITH THE MAYOR OF NKAMBE COUNCIL (PROJECT OWNER) CLEARLY INDICATING DUE DILIGENCE AND SUFFICIENT UNDERSTANDING OF THE LOCAL SECURITY CONTEXT

**Essential criteria**

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

**12) Award:** This evaluation shall be done using the binary method of either **(YES)** or **(NO)** with an acceptable minimum technical score of at least **75%** of the essential criteria taken in account. The contract will be awarded to the bidder who



would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied a 100% score of the eliminatory criteria and at least 75% score in the essential criteria.

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

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

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

NKAMBE, the.....**16 FEB 2024**.....  
**THE MAYOR NKAMBE COUNCIL**  
(Contracting Authority)

**Copies:**

- MINCAF
- ARMP
- DD MINEDUB
- NK.CITB
- File/chrono
- Notice Boards





AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT No.006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 DU 16/02/2024  
POUR LES TRAVAUX DES REHABILITATION DES SALLE DE CLASSES DANS CERTIANES ECOLE PRIMAIRE A  
NKAMBE, COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST**

1) **OBJET DE L'APPEL D'OFFRES** : Dans le cadre de l'exécution du Budget d'Investissement Public 2024, l'Etat de Cameroun représenté par, le Maire de la Commune de Nkambe lance un Appel d'Offres national ouvert **POUR LES TRAVAUX DES REHABILITATION DES SALLE DE CLASSES DAN CERTIANES ECOLE PRIMAIRE A NKAMBE, COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST**

2) **Consistance des travaux** : Les travaux comprennent notamment : **POUR LES TRAVAUX DES REHABILITATION DES SALLE DE CLASSES DANS CERTIANES ECOLE PRIMAIRE A NKAMBE, COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST**

3) **DELAI D'EXECUTION /ALLOTISSEMENT** : Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de **Cen-vingt** jours continus (04 mois) à partir du jour de la notification de l'ordre de service.  
: Les travaux sont en **deux (02)** lots ci-après définis :

Lot	Project	MONTANT frscfa
1	<b>TRAVAUX DE REHABILITATION DE TROIS SALLE DE CLASS A ECOLE PUBLIQUE DE TABENKEN, COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST</b>	8,050,000
2	<b>TRAVAUX DE REHABILITATION D'UN BLOC DE QUATRE SALLE DE CLASS A ECOLE PUBLIQUE DE BINSHUA COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST</b>	8,700,000

4) La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires. **DANS TOUS LES CAS ECHEANTS, CHAQUE SOUSMISSIONNAIRE DOIT JOINDRE UN RAPPORT SPECIAL DE TERRAIN CO-SINGNE AVEC LE MAIRE DE LA COMMUNE DE NKAMBE (MAITRE D'OUVRAGE) INDIQUANT CLAIREMENT LES VERIFICATION NECESSAIRES ET UNE MAITRISE ADEQUATE DU CONTEXTE SECURITAIRE LOCAL.**

5) **FINANCEMENT/CAUTIONNEMENT PROVISOIRE/ACQUISITION DOSSIER D'APPEL D'OFFRES** : Les prestations de la présente demande de quottions, sont financées par le BUDGET DUMINDDEVEL année 2024 au montant provisoire de **SUR LE LE TABLEAUX**

Lot	Project	MONTANT frscfa
1	<b>TRAVAUX DE REHABILITATION DE TROIS SALLE DE CLASS A ECOLE PUBLIQUE DE TABENKEN, COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST</b>	8,050,000
2	<b>TRAVAUX DE REHABILITATION D'UN BLOC DE QUATRE SALLE DE CLASS A ECOLE PUBLIQUE DE BINSHUA COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST</b>	8,700,000

6) : Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une **garantie** de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréé par le Ministère en charge des Finances. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus.



7) **CONSULTATION DU DOSSIER D'APPEL D'OFFRES** : Suivant la circulaire N 000001/CL/PR/MINMAP/CAB du 15 janvier 2021 relative à la délivrance des quittances d'achat des DAO et leur mise à disposition des soumissionnaires potentiels, Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables

S/N	Project	Quotation	Garantie
1	TRAVAUX DE REHABILITATION DE TROIS SALLE DE CLASS A ECOLE PUBLIQUE DE TABENKEN, COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST	33500	161000
2	TRAVAUX DE REHABILITATION D'UN BLOC DE QUATRE SALLE DE CLASS A ECOLE PUBLIQUE DE BINSHUA COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST		174000

8) **REMISE DES OFFRES** : Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise au Service de Passation des Marchés, situé à la commune de NKAMBE, au plus tard le **18/03/2024 à 10heures**. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Ce paquet devra porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT No. 006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 DE 16/02/2024**  
**POUR LES TRAVAUX REHABILITATION DE TROIS SALLE DE CLASS A ECOLE PUBLIQUE DE TABENKEN, COMMUNE DE NKAMBE DANS LE DEPARTEMENT DE DONGA-MANTUNG, REGION DU NORD-OUEST**

«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

11) **RECEVABILITÉ DES OFFRES**: Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

12) **Ouverture des plis**: L'ouverture des plis se fera le **18/03/2024 à 11heures**, heure locale en une phase par la Commune De NKAMBE en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

- les dossiers administratifs et les offres techniques seront premièrement étudiées par les membres de la Commission Départementale de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins **75% des points** de la notation sur des dossiers administratifs et techniques seront éliminées.

13) **ÉVALUATION DES OFFRES** : Les offres seront évaluées selon les conditions suivantes :

**A - Critères éliminatoires. Il s'agit notamment :**

- 1- Absence ou non-conformité d'une pièce administrative ; est ne pas soumis dans 48H de demand
- 2- Un dépôt après la date limite
- 3- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 4- Fausses déclarations ou pièces falsifiées ;
- 5- L'enveloppe avec les signes d'identification du soumissionnaire ;
- 6- Absence ou insuffisance de la caution provisoire de soumission ;
- 7- Omission d'un prix quantifié dans le devis
- 8- Entreprise avec un chantier abandonnée ou avec un chantier incomplet au delà de délai contractuelle.
- 9- Non satisfaction d'au moins 75% des critères d'expériences requis.
- 10- Absence d'UN RAPPORT SPECIAL DE TERRAIN CO-SINGNE AVEC LE MAIRE DE LA COMMUNE DE NKAMBE (MAITRE D'OUVRAGE) INDIQUANT CLAIREMENT LES VERIFICATION NECESSAIRES ET UNE MAITRISE ADEQUATE DU CONTEXTE SECURITAIRE LOCAL.

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;

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

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

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

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

**16) Les Renseignements Complémentaires :** Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service Départemental de Passation des Marchés situé à commune de NKAMBE

**17) Additif à l'appel D'offres:** L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

Copies :

- MINMAP ;
- ARMP;
- DD MINCAF/MINEDUB
- NK.CITB
- Chrono
- Affichage.

NKAMBE, the 16 FEB 2024  
LE MAIRE (AUTHORITE CONTRACTANTE)





**DOCUMENT No 2: General Regulations of the Invitation to Tender**  
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## A. General

### **Article 1: Scope of the tender:**

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

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

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

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

### **Article 3: Fraud and corruption:**

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

a) The following definitions shall be admitted:

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

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

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

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

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

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

### **Article 4: Candidates allowed to compete:**

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

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

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

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



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

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

b.3 The 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:

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

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

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

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

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

- a. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- b. The bid and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- d. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.

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



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

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

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

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

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

**B. TENDER FILE**

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

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

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

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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

Document No. 10. Model documents of the contract:

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

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

- Model contract;

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

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

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 1: Administrative file:** It includes:

a.1 All documents attesting that the bidder:

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

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

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

##### **b. Volume 2: Technical bid**

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

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



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

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

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

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

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

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

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

**Article 14: Bid price:**

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

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

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

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

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

**Article 15: Currency of bid and payment**

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

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

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

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

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

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



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

a. The prices of inputs necessary for the works which the bidder intends to procure in the 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 or Contracting Authority as not being in compliance.

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

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

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

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the 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:

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



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

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

**Article 18: Varying proposals of bidders**

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

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the Secondary solution of the 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 Secondary solution has been evaluated as the lowest bid.

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

**Article 19: Preparatory meeting to the establishment of bids**

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

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

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the 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 initialed by the signatory (ies) of the bid.

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

**D. SUBMISSION OF BIDS**

**Article 21: Sealing and marking of bids**

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

21.2 The external and internal envelopes:

a) Should be addressed to the 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.

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

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

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

22.2 The 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 authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

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

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

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

**E. OPENING OF ENVELOPES AND EVALUATION OF BIDS**

**Article 25: Opening of envelopes and petitions**

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

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

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting



Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

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

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

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a 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 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.

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

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



- Which substantially limits the scope, quality or realization of the works;
- which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
- Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

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

28.5 The 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.

**Article 31: Conversion into a single currency**

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

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

**Article 32: Evaluation and comparison of financial bids**

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

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

- 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 authorized by the Special Regulations;

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

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

## **F. AWARD OF THE CONTRACT**

### **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:** 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 reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

#### **Article 39: Final Bond**

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

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

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

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

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

<b>Ref. of the General regulations</b>	<b>General</b>
1.1	<b>Definition of works:</b> REHABILITATION OF SOME CLASSROOMS WITHIN NKAMBE COUNCIL DONGA-MANTUNG DIVISION, NORTH WEST REGION <b>Name and address of the Contracting Authority:</b> , The Lord Mayor Nkambe Council <b>Reference of Invitation to tender:</b> Nº.006/ONIT/NWR/DMD/NK.C/NK.CITB/2024of16/02/2024
1.2	Execution deadline: One Hundred and twenty (120) days
2.1	<b>Source of financing:</b> Works which form the subject of this invitation to tender shall be financed by the 2024 Public Investment Budget of the Ministry of Basic Education , as per the Tender Notice.
3.1	List of pre-qualified candidates, not applicable
4.1	<b>Origin of building materials, equipment, supplies:</b> The materials will generally be from sources in Cameroon.

#### **6.1 Evaluation criteria**

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

##### **Eliminatory criteria**

1. - TOTAL Absence/Non-conformity of a document in the administrative file and not submitted on request after 48 hrs;
2. -Duration for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Technical score of less than 75% of the essential criteria;
8. Proof of not having abandoned or not having left uncompleted a project in the past financial yer(s)
9. Absence of A SPECIAL FIELD REPORT CO- SIGNED WITH THE MAYOR OF NKAMBE COUNCIL (PROJECT OWNER) CLEARLY INDICATING DUE DILIGENCE AND SUFFICIENT UNDERSTANDING OF THE LOCAL SECURITY CONTEXT

##### **Essential criteria**

- 1- General presentation of the tender files;



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

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO). This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least **75%** of the essential criteria taken in account. The contract will be awarded to the bidder who would have proposed the 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 7: 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 8: PRESENTATION OF THE BIDS**

The bids prepared in English or French and in seven (07) copies that is one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

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

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

**OPEN NATIONAL INVITATION TO TENDER**  
**No. 006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 of 16/02/2024**  
**FOR REHABILITATION OF A BLOCK OF CLASSROOMS EACH IN SOME SCHOOLS, IN NKAMBE COUNCIL**  
**AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION**  
*(To be opened only during the bids opening session)*

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

#### **8.2 Internal envelopes**

Three (03) internal envelopes must be sealed in an external envelope.  
The first internal envelope shall be labeled;

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

#### **ADMINISTRATIVE DOCUMENTS.**

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file
A.6	A bid bond as per tender fee issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions



A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	An attestation of conformity
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	Special field report co- signed with the Mayor of Nkambe Council (Project Owner) clearly indicating due diligence and sufficient understanding of the local security context
A.12	An Attestation of categorization

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

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

<b>B.1</b>	<b>General presentation of the bids</b>	YES	NO
	-Document spiral bound.....		
	-Table of content page .....		
	-Colourpage separation.....		
	- Presentation of documents in the order given in this tender file.....		
<b>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b> (Minimum acceptable: 02 Contracts realized in similar domain within the past 05 years)		
	-List of references of the enterprise in similar jobs justified by signed contracts (first and last pages)		
	- Minutes of reception or attestation of clearances of works executed or minutes of final reception (minimum two).		
<b>B.3</b>	<b>QUALIFICATION AND EXPERIENCE OF TECHNICAL STAFF</b>		
<b>B.3.1</b>	<b>01 works supervisor (Senior Technician certificate in Civil Engineering (BAC +2))</b>		
	➤ CV signed by the concerned.....		
	➤ A certified copy of the diploma .....		
	➤ An attestation of availability signed by the concerned.....		
	➤ Certified Copy of ID card .....		
<b>B.3.2</b>	<b>01 Site foreman (Technician certificate in Civil Engineering (BAC F4 or equivalent certificate))</b>		
	➤ CV signed by the concerned.....		
	➤ A certified copy of the diploma .....		
	➤ An attestation of availability signed by the concerned.....		
	➤ Certified Copy of ID card .....		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
<b>B.4.2</b>	Organigram of the project (Specify names of the personnel handling the various functions)		
<b>B.4.3</b>	Logical sequence for the execution of the task		
<b>B.4.5</b>	Quality control method		
<b>B.4.7</b>	Environmental protection measures		
<b>B.4.8</b>	Security and safety at the site		
<b>B.4.9</b>	Duration of execution with respect to the Tender file		
<b>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
<b>B.5.1</b>	Proof of ownership or rental of a pick-up or other vans		
<b>B.5.2</b>	Proof of ownership or rental of a dump truck		
<b>B.5.3</b>	Proof of ownership or rental of a concrete vibrator		
<b>B.5.4</b>	Proof of ownership or rental of a Hand compactor		
<b>B.5.5</b>	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, speed, etc.		
	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
<b>B.6.1</b>	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>B.7</b>	<b>Attestation of site visit</b> signed by the bidder or his representative in his honor .		
<b>B.8</b>	Comprehensive report of site visit signed by the company engineer or technician and justified by photos		



<b>B.9</b>	Special Technical Clauses ( <i>initialed with company stamp and last page Signed</i> )		
<b>B.10</b>	Special Administrative Clauses ( <i>initialed with company stamp on all the pages and last page Signed</i> )		

#### ENVELOPE C- FINANCIAL FILE

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

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

#### Supply price

**ARTICLE 9: Currency of payment:** This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non revisable for the whole of the works and the equipment defined in the present Invitation to tender. The corresponding amount shall be calculated inclusive of all taxes and the prices shall be obligatorily expressed in francs CFA.

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

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

**ARTICLE 10: Transport and delivery:** The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

#### **ARTICLE 11: Guarantee and retention guarantee**

**11.1 Provisional guarantee:** The amount of the provisional guarantee or guarantee of tender is fixed as per the Tender Notice. The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

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

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

**ARTICLE 13: A number of copies of the offer which must be filled and sent:** The tender, as all the parts accompanying it shall have to be given in seven (07) copies, one (01) original and six (06) copies. The bidder shall present his documents inside a sealed external envelope being marked:

#### OPEN NATIONAL INVITATION TO TENDER

No. 006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 OF 16/02/2024

**REHABILITATION OF A BLOCK OF CLASSROOMS EACH IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION  
TO BE OPENED ONLY DURING THE BIDS OPENING SESSION»**

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

**THE LORD MAYOR NKAMBE COUNIL, SERVICE FOR AWARD OF CONTRACTS**

**TEL.: ...../.....**

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

**ARTICLE 15: Opening of the bids:** The opening of the bids shall be carried out in the conference hall of the Nkambe Council on **18/03/2024** as from 11:00 AM, by the Nkambe Council Internal Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

**ARTICLE 16: Award of the contract:** The Tenders Board shall propose to the Contracting Authority the award of the contract to the bidder who shall presented an offer with the lowest amount, and conforming with the regulations of the



tender file and the public contract code , and having satisfy to 100% of all the eliminatory criteria as well as at least 75% technical score in the essentially criteria. The decision carrying award of the contract shall be published by way of press release or any other means of publication used by the Administration.

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

## **DOCUMENT No. 4: SPECIAL ADMINISTRATIVE CONDITIONS(SAC)**

### **Article 1: PURPOSE OF THE CONTRACT**

The purpose of this contract is **THE OPEN NATIONAL INVITATION TO TENDER N°006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 OF 16/02/2024 REHABILITATION OF A BLOCK OF CLASSROOMS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION**

### **Article 2: LAWS AND RULES APPLICABLE**

The laws and rules applicable are those in force in the Republic of Cameroon.

### **Article 3: MODE OF CONTRACT AWARD**

This contract shall be awarded following a request for quotation in accordance with decree N° 2018/366 of 20<sup>th</sup> June 2018 instituting the Public Contracts Code.

### **Article 4: LANGUAGE APPLICABLE IN THE CONTRACT**

English and French shall be the languages applicable in the contract.

### **Article 5: FUNDING**

Works referred to in the Invitation to Tender shall be funded through the 2024 BIP MINEDUB

### **Article 6: CONSTITUENT DOCUMENTS OF THE CONTRACT**

#### Documents of specific nature

- Special administrative conditions
- Special technical conditions
- Unit pricelist
- Detailed cost estimates (Contractor's bid)

#### Documents of general nature

- Decree No. 2003/651/PM of 16<sup>th</sup> April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree No. 2018/366 of 20<sup>th</sup> June 2018 to lay down the Public Contracts Code;
- Order N° 033/CAB/PM of the 13<sup>th</sup> February 2007 bearing the general administrative conditions
- Circular letter N° 002/CAB/PM of 31<sup>st</sup> January 2011 relative to the amelioration of the performance of Public Contracts system;
- Decree N° 2012/074 of 8<sup>th</sup> March 2012 bearing on the creation, organization and functioning of Tenders Board.
- Decree N° 2012/075 of 8<sup>th</sup> March 2012 bearing the organization of the Ministry of Public Contracts;
- Decree N° 2012/076 of 8<sup>th</sup> March 2012 modifying and completing certain dispositions of Decree N° 2001/048 of 23<sup>rd</sup> February 2001 bearing the organization and functioning of the Public Contracts Regulatory Agency (ARMP);
- Circular No 00000026/c/minfi of 29<sup>th</sup> dec 2023 on the instructions relating to the implementation of the finance law, the monitoring and the control of the implementation of the budget of the state and other public entities for the 2024 financial year.
- Circular letter relative instructions on the execution, follow-up and Control of the execution of the budget of the State, Public Administrative Establishments, Local Councils and Subsidized Organizations for the year 2018.
- Decree No 2018/27 of 5<sup>th</sup> August, 2018 modifying and completing certain dispositions of Decree No 2012/074 of 8<sup>th</sup> March, 2012 bearing on the creation, Organization and functioning of Tenders Boards.
- Norms in force ;
- Instruments on environmental management.

### **Article 7: DEFINITIONS AND DUTIES**



For the implementation of the provisions of this contract:

1. **The Contracting Authority** (signatory authority) is Mayor of NKAMBE COUNCIL
2. **The Authorizing Officer**, that is, Mayor NKAMBE COUNCIL who shall address to the Divisional Delegate of Public Contracts and ARMP periodic reports on the financial situation. These reports will make known the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.
3. **The Contract Engineers** is the DIVISIONAL DELEGATE OF HOUSING AND URBAN DEVELOPMENT DONGA MANTUNG (MINH DU) in charge of supervising and controlling the execution of works and supplies respectively and preparation of documents for payments.
4. **The Contract Manager** is the DD MINEDUB, Representing the funding ministry
5. **The Project Manager** is devolved to the COUNCIL DEVELOPMENT OFFICER.
6. **The Control Brigade** of the Divisional Delegation of Public Contracts for Donga Mantung will carry out control rounds for the works of the Contract as per their attributions.

#### **Article 8: REPRESENTATIVE OF THE CONTRACTOR**

- 8.1- Within fifteen (15) days that follow the date of notification of the service order to begin work, the contractor shall confirm the site foreman who shall have the right of representation and sufficient authority to direct the site. Signed by the contractor, this confirmation shall be addressed by letter to the Project Manager. Within 8 days, the confirmation shall be considered approved if the Contracting Authority does not give objection to it.
- 8.2- For the execution of the present Jobbing Order, the contractor "elects Residence in the NKAMBE Sub-Division". In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) the Divisional Officer of NKAMBE, the Sub-Division of execution of the project.

#### **Article 9: CONTENT OF WORKS**

The Works which form the subject of this contract are spelt out in the Special Technical Conditions.

#### **Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES**

##### Service Order

The Service Order to start work shall be signed by the Contracting Authority and notified by the contract manager order to start works by the technical service relating to the normal execution period of works.

##### Correspondence

The contractor shall address all written correspondences to the Contract Engineer with copies to the authorizing officer the Contracting Authority and Authority in charge of public Contracts

**NB:-** The contractor has ten (10) days within which to give observations on all Service Orders received. The fact of giving out some reservations does not free the company from executing the Service Orders received.

#### **Article 11: KNOWLEDGE OF THE SITE, GENERAL CONDITIONS OF WORKS AND RESIDENCE OF THE CONTRACTOR**

The contractor (entrepreneur) shall visit the site at his expense to acquaint himself with the effective work to be done and make concrete performance proposals. He is expected to have visited and acquainted himself with the site of works and the surroundings so as to have adequate knowledge of all its features, the nature of works to be executed, the type of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:-

- The general conditions of execution of works and in particular the specific needs.
- The proper physical conditions of the work site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc).
- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table).
- The local conditions, particularly those of supplying and storage of the materials.
- The means of communication, transportation, and the supply of water and electricity.
- The possibility of sufficiently providing the qualified manpower.
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him.
- The possible presence of nearby enterprises also executing distinct contracts.



- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

The contractor shall be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his company shall be validly done at the office of the Divisional Officer NKAMBE Sub-Division where the project is being executed.

**Conclusion-**The contractor must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices. To this effect, he will not be able to take advantage of any mistake, omission or imprecision contained in the clauses of the Jobbing Order at his own cost. He will regularize if the case arises, the damages without intervention of the administration.

## **CHAPTER II: EXECUTION OF THE WORKS**

### **Article 12: CONSISTENCY OF THE WORKS, TIME-LIMITS FOR EXECUTION/TIME-LIMITS FOR MOBILIZATION**

The works that form the subject of the present Jobbing Order, consist of all works foreseen in the bill of quantities estimated REHABILITATION OF A BLOCK OF CLASSROOMS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

Time-limits for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials ;
- Realization of works ;

Under no circumstances shall the duration for execution exceed **one hundred and twenty (120) calendar** days except in the situation of Force Majeure.

Time-limits for mobilization shall run as from the date of reception of the service order to start work. Within this time, the contractor shall not modify any of his unit prices. A copy of the service order shall be forwarded to the Contracting Authority, signatory of the contract.

### **Article 13: ROLE AND RESPONSIBILITY OF THE CONTRACTOR(ENTREPRENEUR)**

The contractor shall provide to the Contracting Authority seven (07) copies of the registered contract, that is, four original copies and three photocopies. The contractor has as mission to assure the execution of works under the control of a Contract engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of works. Works will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

#### **NB:**

- The contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.
- Regular site meetings shall be held at the initiative of the Contract engineer. The participation of the site Foreman at site meetings shall be obligatory. To this effect, the contractor shall keep a site register that shall be available to the project engineer and contractor's representatives.
- The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Hence:

- \*He shall fulfil his fiscal duties to the staff deployed for the execution of the works and shall put in place an installation and shall ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site.
- \* He shall be held responsible therefore for any damage that may occur on the material and people on the site because of his works until the end of the period of guarantee.
- \*The contractor is responsible with regard to the Contracting Authority for the quality of the materials and supplies used, their perfect adaptation to the needs of the site and the good execution of works.



\*The contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, agents of the Contract engineer, his material for the realization of the present contract, during the execution of the works.

\*He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project.

#### **Article 14: INSURANCE AND PROTECTION OF THE SITES**

##### **Civil liability**

The contractor shall prove that he has taken out an insurance policy for damages of all sorts caused to third parties

- by his personnel,
- by the equipment used;
- Surrounding properties.

##### **Comprehensive risks insurance**

In addition, all the works under the project shall be covered by a comprehensive risks insurance issued to the contractor by a company approved by the competent authority.

Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

##### **Protection of the site**

The contractor shall be bound to ensure protection and safe-guarding of his construction site. He shall make sure that the populations stay away from the site, notably by demarcating the site clearly. He shall be held responsible for any accident that may occur on the sites and affecting the populations.

##### **Ten-year guarantee**

It shall be managed by the Civil Code.

#### **Article 15: PLANNING OF WORKS AND SUB-CONTRACTING**

Within ten days from the date of notification of the service order to begin works, the contractor shall submit to the Contract Engineer the program of works (planning) in five copies for approval. The contractor shall constantly update the planning of works, considering the advancement on site. Any important modifications to this program will only be applied after having received the project engineer's prior agreement. It shall be established every month end at the contractor's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The contractor may assign execution of part of the contract to one or several sub-contractors. The contractor shall not sub-contract work without the prior authorization of the Contracting Authority. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

All subcontracting to a third enterprise of the execution of a part of the works foreseen in the present Jobbing Order is subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the total works described in this Jobbing Order.

#### **Article 16: CONSTRUCTION DRAWINGS AND DOCUMENTS**

Detailed drawings and other documents necessary for the execution of works shall be down up by the contractor based on the documents of the tender file.

These drawings shall be submitted to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked and completed, if necessary, by the contractor who shall then give them to the Contracting Authority at least eight (08) days before the start of works. Within seven (07) days, the Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Contracting Authority shall be considered as having given his approval.

The approval of the Contracting Authority shall in no way reduce the responsibility of the Project Engineer for designing and executing the works.



Before the provisional acceptance, the contractor shall furnish to the Project Engineer three (03) copies of the working plans for the works actually done including a clear original copy.

That is, plans of details and other necessary documents for the execution of works will be established by the contractor on the basis of the technical file. Before the final reception, the contractor will hand to the project engineer three (03) copies of the plans of works really executed ("plan de récolement") called as-built-plan with one clear original.

#### **Article 17: EQUIPMENT AND PERSONNEL FOR THE PROJECT**

The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this contract shall be subject to the prior written approval of the Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or in case of equipment, with of equal performance and in good working condition.

**Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.**

If the Project Engineer requests for the replacement of a worker for serious misconduct duly recorded by both parties, the contractor shall immediately replace the said worker at his own expense.

#### **Article 18: REPLACEMENT OF SUPERVISORY STAFF**

In case of replacement of supervisory staff, the qualification of the personnel proposed shall at least be equal to that of the staff replaced. **In case the qualification of the personnel proposed is lower than that of the staff replaced but complies with the requirements of the tender file, the contractor shall be liable to a penalty worth five over one thousand (5/1000<sup>th</sup>) of the amount of the contract.**

#### **Article 19: MODIFICATION TO STRUCTURES**

During the execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works without financial incidence necessary for the proper execution and successful outcome of works. However, this shall be the subject of additional clauses and shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special Administrative Conditions.

#### **Article 20: MATERIALS**

The contractor shall, at his own expense, look for extraction sites of materials necessary for the execution of works if it is incumbent on him to supply materials.

The materials shall comply with the Special Technical Conditions. They shall be subject to tests and trials that the contract Engineer may prescribe in accordance with the specifications of the contract.

The contractor's means of control, put in place by him at his own expense, shall enable him to carry out the extraction, preparation or production on site, as well as on the construction site, to ensure constant, regular and permanent control.

#### **Article 21: DEMOLITION OF FAULTY STRUCTURES, UNAPPROVED MATERIALS, PENALTIES AND RESTRAINT OF DELAY**

The Contract Engineer shall have the right to order in writing:

- 1) Removal from the site within forty-eight (48) hours of all materials considered non-compliant with the specifications of the contract and their replacement by the right materials approved following laboratory tests.
- 2) Proper demolition and reconstruction of any structure or part of structure considered non-compliance with the requirements of the contract, with regard to the mode of execution as well as the materials used.

In case of non-compliance, expenses shall be charged to the contractor.

**In case of delay on the duration of execution of works fixed by this Jobbing Order, the contractor shall be liable to lateness penalties which rate corresponds to 1 /2000<sup>th</sup> of the amount of the Jobbing Order from the first to the thirtieth day of delay and 1 /1000<sup>th</sup> of the amount of the Jobbing Order for each day above 30 days of lateness. Where the total penalty (amount) exceeds 10% of the contract sum, the Jobbing Order shall be terminated.**

#### **Article 22: RIGHTS AND PATENTS**



The contractor shall, if necessary, agree with owners or holders of patents whose processes he has applied or intend to apply. He shall pay the required royalties and protect the Contracting Authority against any legal proceedings in the matter.

#### **Article 23: WORK PHASES**

The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work plan.

#### **Article 24: ACCESS TO THE SITE**

The contract Engineer and any other person authorized by him may, at any time, have access to works, on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works come from.

Moreover, as part of the duty of checking the effectiveness of works, duly mandated representatives of bodies in charge of payment shall have access to the site and to any information necessary for the achievement of this mission.

#### **Article 25: DUTIES OF THE PROJECT ENGINEER**

The duty of the Contract Engineer is to ensure that works are executed properly and in accordance with the terms and conditions of the contract. The Contract Engineer shall not relieve the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Contracting Authority or order any significant modification to the structure to be constructed. The Contract engineer shall have the power to prepare and sign orders for technical services.

At the request of the contractor and Project Engineer, counter-records may be drawn up to fix quantities for some structures. Such records shall be needed in case a structure may not be measured again.

The Project Engineer shall have the following duties:

- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

#### **Article 26: PROJECT SITE MEETINGS**

Project site meetings shall hold on a regular basis on the project site at the initiative of the Contract Engineer. The contractor shall be bound to attend these meetings, the reports of which shall be signed on the spot by the participants.

#### **Article 27: SITE RECORD**

A project record shall be kept by the contractor and put at the disposal of the Contract Engineer or contractor's representative.

On a daily basis, entering in this record it shall include the following details:

- Administrative procedures relating to the execution and settlement of the contract (notifications, trial results, daily statements);
- Weather conditions;
- Receipts of materials and authorizations of all sorts;
- Incidents or details of all sorts having some interest with regard to the future handling of the structures or the actual duration of works;
- Works done during the day, the personnel and material used;
- Works progress;
- Required prescriptions;
- Detailed quantities of works;



- Works done by sub-contractors;
- Non-compliances;
- Official visits.

The contractor may also record incidents or remarks that are likely to give rise to complaint on his part.

This record shall be countersigned by the Contract Engineer and the foreman following each visit to the site, and visaed after each project meetings. For any claim that the contractor may make, only events or documents mentioned in due time in the project record shall be taken into consideration. Any refusal to present, or any attempt to destroy all or part of this journal or to forge it, shall give rise to sanctions. Whatever the case, the contractor shall not take advantage of the impossibility to consult the project record.

#### **Article 28: PUTTING THE SITE AT THE DISPOSAL OF THE CONTRACTOR**

All the provisional structures necessary for the execution of works such as offices, garage, workshops, and accommodations for personnel, quarries, borrow pits and paths shall be constructed only on premises approved by the Project Manager in agreement with the administrative and traditional authorities of the locality.

Within the limits of their powers, the administrative or traditional authorities of the locality shall put at the disposal of the contractor, free of charge and for the duration of works, the State private or public property necessary for the project. State property put at the disposal of the contractor shall be cleaned at the end of works.

#### **Article 29: SECURITY MEASURES**

The contractor shall have the duty to supply and maintain, at his own expense, any lighting, security, fence and guarding device necessary for a proper execution of works as demanded by the project Engineer

#### **Article 30: ENVIRONMENTAL PROTECTION**

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environmental Management.

He shall particularly comply with the Special Technical Conditions relating to environmental protection.

#### **Article 31: CLEANING OF THE SITE**

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance and before approval of the general and final statement of works.

#### **Article 32: OPERATIONS REQUIRED BEFORE ACCEPTANCE**

Prior to the acceptance, the contractor shall request in writing to the project owner through Contract Engineer, the organization of a technical visit before acceptance. and will be composed of:-

- The Contract Engineer..... (Secretary)
- The Project Manager ..... (member)
- Control Brigade MINMAP..... (member)
- The Contractor or his Representative..... (Member)

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site. This report shall be valid with signatories of two third 2/3 of the member concerned*

This visit shall include, among others, the following operations:

- Controlling the quality and quantity of the structures constructed;
- Carrying out trials provided for by the Special technical conditions;
- Recording the possible non-execution of works provided for under the contract;
- Recording the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

These operations shall give rise to a report drawn up on the spot, signed by the Project Engineer and countersigned by the contractor.

Following this pre-acceptance visit, the Control Engineer may indicate the reserves to be lifted and the corresponding works to be carried out before the date of provisional acceptance which he shall fix in agreement with the contractor.

#### **Article 33: ACCEPTANCE(Provisional reception)**



Provisional acceptance shall be granted at the request of the contractor in case the execution of works is satisfactory. The acceptance committee shall be made up as follows:

- The Authorizing Officer ..... (Chairman)
- The Contract Engineer..... (Secretary)
- HEAD OF CONTRACT DEPARTMENT ..... (MEMBER)
- The contract manager..... (Member)
- The DD MINMAP..... (OBSEVER)
- The Project manager..... (Member)
- THE Stores Accountant ..... (Member)
- The Contractor or his Representative..... (Member)
- Control Brigade MINMAP ..... (Observer)
- ANY OTHER MEMBER DESIGNATED AT THE DISCRETION OF THE PROJECT OWNER (OBSEVER)

- As soon as the contractor by writing informs Chairman of the reception committee, he shall summon a meeting of the committee to carry out the provisional reception.

The technical reception shall proceed the provisional acceptance comprising of the following members the contracts engineer, chief of control brigade, project manager (chief of service of contracts) and the contractor

After a visit to the site, the committee shall examine the report or minutes of the operations required before reception and carry on the reception if appropriate.

The provisional acceptance shall give rise to a reception report which shall be signed on the spot by all the members of the committee. This report of provisional technical reception shall mark the end of works.

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members concerned. This report shall be valid with signatories of 2/3 of its members concerned*

#### **Article 34: PERIOD OF GUARANTEE**

The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed.

This period shall last for twelve (12) months as from the day of provisional acceptance.

#### **Article 35: MAINTENANCE DURING THE PERIOD OF GUARANTEE**

During the period of guarantee, the contractor shall repair, at his expense and in due time, any disorder that may occur as a result of defects in the structure.

Before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Contract Engineer. The contractor shall within twenty (20) days carry out the repairs. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

#### **Article 36: FINAL ACCEPTANCE**

After visiting the site, the acceptance committee shall examine the report of provisional acceptance and carry on the final acceptance if appropriate. The final acceptance shall give rise to an acceptance report signed on the spot by all the parties.

The acceptance committee shall be same as in provisional reception.

Following final acceptance, the Chairperson of the committee shall draw up a report which may declare the following:

- Acceptance of works without reserve;
- Refusal of acceptance of works;
- Acceptance of works with reserve.

Within the time specified by the committee, the contractor shall:

- either lift the reserve made during the provisional acceptance
- or carry out a new acceptance.

**Remark:** *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members concerned. This report shall be valid with signatories of 2/3 of its members concerned*

#### **Article 37: LAWS GOVERNING LABOUR**

The contractor shall abide by the laws governing labour in the Republic of Cameroon. As far as possible, he shall give pride of place to Cameroonians during recruitments.

### **CHAPTER III- FINANCIAL CONDITIONS**

#### **Article 38: AMOUNT OF THE CONTRACT**



The amount of this contract shall be ..... **Francs CFA** and shall be stated in the detailed estimates, on the flyleaf and on the signature page.

### **Article 39: PRICE CONSISTENCY**

#### **Contractor's price:**

The prices stated on the unit price list shall be considered as having been set on the basis of the economic conditions prevailing in the Republic of Cameroon during the month preceding that of submission.

The contractor shall be considered as having perfect knowledge of all the constraints relating to the execution of works and all the conditions that may influence this execution, as he must have personally been to the site before submitting his bid, notably:

- the nature and quality of the land and soils;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood ;
- presence or absence of a Development association in the village.

The amounts of the price list comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of this contract;
- Prospecting for sources of materials, extraction, storing , drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insuranceincluding civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices on the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

### **Article 40: SUB -DETAILED PRICES**

The contractor shall have provided in his bid, the price sub-detail schedule, drawn up in accordance with the rules in force, and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

### **Article 41: ADDITIONAL WORKS - VARIATION IN THE VOLUME AND NATURE OF WORKS**

In case of increase of the volume of works, or structures not provided for in the contract, no additional work shall be executed by the contractor unless the Project Engineer has issued a service order to request the said service.

Unit prices of the Price list shall be applied if the additional works have new prices. The validation of these prices shall give rise to an additional clause. Shall be considered as new any price not provided for in the unit price list or the detailed estimates of this contract but which has been presented in the contractor's bid.

### **Article 42: MODE AND VENUE OF PAYMENT OF WORKS EXECUTED**

The contractor shall be paid through accounts drawn up by applying the prices of the unit price list to works actually carried out.

- Record of works carried out:

At the end of every month, the contractor and the Project Engineer shall draw a joint statement summarizing and setting the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

- Monthly account



- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts.

#### End of work account

After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed.

The draft final account shall be submitted by the contractor for verification and approval by the Contract Engineer

Once approved by the Project Engineer, the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts.

#### General and final account

At the end of the period of guarantee relating to the structures which gives rise to final acceptance of works, Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. This account whose model shall be provided by the Contracting Authority at his convenience shall comprise:

- The final account;
- The final payment;
- The summary of monthly accounts.

Signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests.

#### Payment of works:

Payment shall be done by the NKAMBE COUNCIL Treasurer upon a VISA affixed by the Mayor of NKAMBE COUNCIL after commitment by the Divisional Controller of Finance after receiving accounts drawn up by the Contract Engineer and signed by the Authorizing Officer upon presentation of an account drawn up by the contractor seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

- Seven copies of the account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work signed by the Contract Engineer and bearing the visa of the authorising officer ;
- Release of the retention guarantee signed by the Contract Engineer in case of final acceptance of work;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
  - ataxpayer's card;
  - a business licence;
  - a clearance attesting to the payment of taxes;
  - an attestation of non-indebtedness;
  - an attestation of localisation;
  - a plan of localisation;
  - an attestation of solvency;
  - an attestation of Bank account;
  - an attestation of NSIF.

#### Default interests

Default interests shall be paid by statement of the amounts owed.

#### Currency

The currency of the tender and payment shall be the CFA Franc.

#### **REMARK**

Payment on account may be spread over the duration of the execution of the jobbing order according to technical execution phases as defined in the jobbing order. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall



before the 5<sup>th</sup> of the every month following the works executed transmit seven (7) copies of the partial invoices to the Contract Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINFI and MINMAP.

#### **Article 43: START-OFF ADVANCE**

##### **a) Request for the start-off advance**

At the express request of the contractor, a start-off advance not exceeding 20% of the contract ATI may be granted. This advance shall be 100% guaranteed by banking institution Secondaire in Cameroon and approved by the Ministry in charge of Finance. The bond shall be drafted according to the model enclosed in Appendix.

##### **b) Refund of the start-off advance**

The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 80% of the value of the contract.

##### **c) Release of bond**

As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

#### **Article 44: FINAL BOND**

##### **a) Guarantee**

The security to guarantee the proper execution of the contract shall be provided within twenty (20) days as from the date of notification of the contract. It shall be kept by the Contracting Authority. The bid bond shall be refunded to the contractor once the final bond has been provided

##### **b) Amount of the final bond**

The amount of the final bond shall be 2% of the value of the contract all taxes inclusive (ATI). This security guarantee may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.

##### **c) Release of bank guarantee**

Upon completion of works, the bid bond or the bank guarantee shall be refunded at the written request of the contractor.

#### **Article 45: RETENTION BOND**

To guarantee the proper execution of works, 10% of the value of the contract of the structure concerned shall be deducted from the amount of each payment on account.

#### **Article 46: PAYMENT**

Within the meaning of the security regime laid down by decree No. 2018/366 of 20 June 2018, the following definitions shall apply:

- Authority in charge of settlement of the expenditure: the Contracting Authority;
- Authority in charge of paying the VAT: the Contracting Authority ;
- The Divisional Treasurer shall be in charge of payments;
- Security shall be subject to the rules governing public contracts;
- Payments shall be done by bank transfer.

#### **Article 47: INSURANCE AND PROTECTION OF THE SITES**

##### **Civil liability**

The contractor shall prove that he has taken out an insurance policy for damages of all sorts caused to third parties

- by his personnel, salaried in service;
- by the equipment used;
- due to works.

##### **Comprehensive risks insurance**



In addition, all the work under the project shall be covered by a comprehensive risks insurance issued by a company approved by the competent authority. The expenses incurred for this insurance shall be charged to the contractor.

Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

#### Protection of the sites

The contractor shall be bound by protection and guarding of his construction sites. He shall make sure that the populations stay away from the sites, notably by delimitating the sites clearly. He shall be held responsible for any accident that may occur on the sites and affecting the populations.

#### Ten-year guarantee

It shall be managed by the Civil Code.

#### **Article 48: VARIATION OF PRICES**

Under this contract, prices shall be unit and fixed prices. These prices shall be final and unchangeable.

#### **Article 49: STAMP AND REGISTRATION**

Seven (7) original copies of each constituent document of this contract shall be stamped and registered by and at the expense of the contractor, in accordance with the laws in force; within fifteen (15) days as from the date of notification of the contract.

#### **Article 50: TAX AND CUSTOMS REGIME**

As concerns taxes, this contract shall be subject to the laws in force in the Republic of Cameroon.

#### **Article 51: PENALTIES**

In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:

- 1/2000<sup>th</sup> of the amount of the contract per calendar day overrun, from the 1<sup>st</sup> to the 30<sup>th</sup> day;
- 1/1000<sup>th</sup> of the amount of the contract per calendar day, beyond the 30<sup>th</sup> day;
- Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.

### **CHAPTER IV: FINAL PROVISIONS**

#### **Article 52: RISKS, RESERVES AND FORCE MAJEURE**

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly.

In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Project Engineer of his intention to put forward this force majeure. This shall be done before the end of the 20<sup>th</sup> day following the event.

It is up to the Project Manager to decide on the nature of force majeure and the evidence given by the contractor.

#### **Article 53: SETTLEMENT OF DISPUTES**

Any dispute arising between the parties shall be subject to an attempt at a direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this contract shall be carried before the Cameroonian court of competent jurisdiction.

#### **Article 54: TERMINATION OF CONTRACT**

The contract may be terminated as per article 150 of decree No.2018/366 of 20/06/2018 to lay down the Public Contracts Code and the following special conditions:

- non-registration of the contract within the required time-limits;
- non-compliance of technical documents;
- a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;



- a delay giving rise to penalties beyond 10% of the amount of the contract;
- refusal to carry over works declared not properly done;
- refusal to carry out works notified by service order;
- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- Non-payment of insurance charges.

**Article 55: SPECIAL COMMERCIAL CHARGES**

The contractor declares that this contract agreement has not given and shall not give rise to the collection of special commercial charges.

In case special commercial charges are provided for under this contract agreement, the contractor shall reserve the amount of these charges for the Project Engineer on behalf of the Contracting Authority.

Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the laws.

**Article 56: INTERNATIONAL TRANSPORTS**

In case the execution of this contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

**Article 57: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT**

This contract shall become valid only after it must have been visaed by the Divisional Controller of Finance and signed by the Contractor and the Contracting Authority. It shall enter into force upon notification of the contractor by the Competent Service.

**Article 58: INFORMATION TO BE POSTED**

The Contractor shall put up a visible sign board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the contract Engineer, bearing the following text:

**REPUBLIC OF CAMEROON**  
**Peace - Work – Fatherland**  
**REHABILITATION OF A BLOCK OF ..... CLASSROOMS at ....., IN**  
**NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION**  
**CONTRACTING AUTHORITY: THE MAYOR OF NKAMBE COUNCIL**  
**CHIEF OF SERVICE OF THE CONTRACT: THE DD MINEDUB -DONGA MANTUNG**  
**PROJECT MANAGER: CDO NKAMBE COUNCIL**  
**AUTHORISING OFFICER: THE MAYOR OF NKAMBE COUNCIL**  
**CONTRACT ENGINEER: THE DD MINH DU**  
  
**CONTRACTOR: .....**  
**FINANCING: 2024 MINEDUB**  
  
**DURATION OF CONTRACT: FOUR MONTHS (120 CALENDAR DAYS)**

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

This technical description of estimates is intended to define the content of the REHABILITATION OF A BLOCK OF CLASSROOMS EACH IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Jobbing Order.



### **Description of tasks**

The main tasks to be carried out shall be REHABILITATION OF A BLOCK OF CLASSROOMS EACH IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

### **Reference documents**

In the study and execution of the Jobbing Order, the successful bidder shall comply with the following:

- Statutory and regulatory instruments (laws, ordinances, decrees, orders)
- Unified technical documents (requirements, special conditions, designing rules)
- French norms approved by AFNOR
- Security rules and norms relating to public protection
- Agreements, technical opinion and recommendations of the CSTB applicable to works relating to this invitation to tender in force on the date of signature of this Jobbing Order.

To carry out the general control of works, the Project Engineer and the other administrations involved in the follow-up of the project may make regular or unexpected visits to the site.

The description of estimates is intended to spell out the technical requirements for a proper execution of the construction works.

The Contractor shall strictly comply with the description of estimates in keeping with rules and norms prescribed in the DTU, the AFNOR norm.

Hence for:-

#### **1) STRUCTURE AND EXECUTION PLANS:**

It is the duty of the Contractor to realize the structures as per the execution plans that shall be approved by the Project Engineer and sample models of equipments and furniture provided by the project owner.

#### **2) PRELIMINARY WORKS:**

The Contractor shall obtain all the documents necessary for the realization of this Jobbing Order from the competent services concerned. He shall also make contacts with the water, electricity and telephone network authorities in case their network shall be tampered with..

#### **3) PRECAUTION AGAINST ACCIDENTS:**

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 necessary interfering with the responsibilities of the Contractor.

#### **4) VERIFICATION OF DIMENSIONS:**

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 insitu 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.

**NB:** All modifications accepted by the Contractor shall be accomplished in a specified duration and at his cost without modification of the Jobbing Order amount. The owner of the project shall have the right to the final choice in case of any modification.

#### **5) ERRORS AND OMISSIONS IN THE DOCUMENTS:**

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.

#### **Article 01: QUALITY AND PREPARATION OF MATERIALS**

Every material used and supplies shall be of high quality and put up in keeping with the rules and with great care.

They shall meet the general specifications and the general requirements set out by the CSTB.

#### **Reference of manufactured goods**

The Contractor shall be bound to provide all the justifications, invoices and references of manufactured goods to be used.

#### **Equivalent supplies**

In case the materials referred to in the description of estimates are to be replaced by approved equivalent materials and supplies, the latter shall be at least of equal or higher quality and any justification may be requested from the Contractor before use.



Every material and supplies used shall be of high quality and put up in keeping with the rules and with great care. They shall meet the general specifications and the general requirements set out by the CSTB

### **SAND**

All the sand supplied by the Contractor put at his disposal shall be subject to the approval of the Control Engineer. The granulometry shall vary between 0.80 mm and 2.5 mm for mortarsand toppings and between 0.16 mm and 5 mm for concrete structures.

### **FINE GRAVELS**

All the fine gravels supplied by the Contractor or put at his disposal shall be subject to the approval of the Project Engineer.

Meant for the production of concretes, fine gravels shall be homogeneous natural or crushed materials. The films of the gravels must have been blown or washed away.

### **MIXING WATER**

Water meant for the production of concretes shall be supplied by the Contractor at his expense. In general, water may be obtained near the building site from water points or rivers, provided its quality meets the conditions stated below. Water may also be obtained from other sources (boreholes, wells, etc.)

Mixing waters shall be clean, not salty, and virtually free from bodies in suspension and dissolved mineral salts, namely sulphates and chlorides. It shall be forbidden to use water from swamp or peat bogs.

### **BINDERS**

The cements used for concretes and mortars shall meet the general conditions set out by the laws in force. They shall be of type CPJ 35 and shall bear no trace of damp. Therefore, storing on the site shall be done on a dry and ventilated floor.

### **REINFORCEMENTS**

Reinforcements for reinforced concrete shall be high-bond mild steel in compliance with the specifications of the BAEL 91 rules. They shall be perfectly clean without any trace of rust, paint or grease.

They shall be formed and put up in accordance with the bar bending plan submitted by the contractor to the approval of the Project Manager before the start of works.

### **WOOD**

The wood chosen for the construction of the structures and formwork shall be free from any trace of rot, hard rot, decayed knot, splits or shake.

### **FORMWORK**

Forms shall be simple and solid. They shall bear, without any noticeable deformation, the weight and pressure of concrete, the effects of vibration and the weight of workers during construction. Forms shall be tight enough so as to prevent extra water from washing cement away.

**In other words:-**

- 1) **SITE PREPARATION:** The location for the construction of the building is on a gentle slope site, therefore, some minimum excavation will be necessary to bring the site to a relative flat surface. The vegetable soil has to be cleared off. Excavation and leveling shall be carried out normally using dig axes, spades and sledge hammers. The depth of the area to carry the building shall be in accordance to the other existing classrooms or structures around the vicinity. Finally there shall be the construction of a site store to expose working drawings and store tools/materials.
- 2) **EXCAVATION:** - The foundation shall be excavated to obtain the hard soil where it shall resist and to bear the foundation work.

**NB:** The final depth of excavation must be received before the continuation of any other works.

### 3) **CONCRETE:**

- **Ordinary concrete** specifically lean concrete shall be 5cm thick and laid all round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m<sup>3</sup>.
- **Over-site concrete** shall be 8cm thick laid over the entire floors and paved area between walls and gutters at 250kg/m<sup>3</sup>.

**NB:** The external veranda shall be 3cm below the level of the internal floor with 2% slope.



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

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

- Rods** shall be mild steel reinforcement, Tor or high yield (*Haute Adherance HA*) Steel in accordance with the R/C & 3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease.
- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 to 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 to 5mm. It shall be river sand and nothing else.
- **Aggregate** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing.
- **Water:** To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities, meaning potable water.
- **Cement:** To be used mostly for cement mortar and for all concrete mixtures, they must satisfy the general conditions laid down by regulation in force. The cement will be type CPA325 Portland cement and shall not show any trace of uneven mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.

## TECHNICAL REQUIREMENTS

The Contractor shall comply with the laws in force concerning fire protection, thermal insulation, acoustical insulation and ventilation; even if provisions have not been made in the plans and written documents.

It should be noted that all the works to be carried out or modified following amendments brought in keeping with the rules, shall be charged to the Contractor.

### Fire protection

Application of the instruments in force relating to protection against the risks of fire and panic in Establishments open to the public (EOP).

Classification of the establishment: category 5 EOP;

Behaviour of building components in fire;

FR: fire resistant;

FB: firebreak;

FC: fire check;

½ h FR components supporting the shell of the building;

1h FC Floor;

½ FB internal partitions.

Highly inflammable materials shall be avoided.

### Smoke clearing

In case of fire, all the premises open to the public shall be cleared by openings having direct access to the outside.

### Emergency means

Instructions on what to do in case of fire shall be posted in the corridor.

## MODE OF EXECUTION OF WORKS

### Article 02: STRUCTURES OF THE BUILDING SITE

The Contractor shall be in charge of the setting up operations which shall include:

- Development of access roads and platforms for the structures of the building site (raising of buildings, etc.), premises for the storing of materials and parking of equipment and vehicles, including the necessary coatings and their maintenance;
- An identification board and a notice board of the building site;
- Putting up a structure containing a storehouse and an office equipped with a table and chairs where the project record and graphic documents shall be available on a permanent basis.
- Supplying water (if possible) and guarding;
- Any other measure for the proper running of the building site;
- Conveyance and folding up of any material needed on the building site;



- Dismantling and folding up of structures;
  - Their possible transfer;
  - Development and maintenance of premises for setting up and execution of work;
  - Putting in place of means which are essential for the safety of personnel and users, especially putting signals on the building site;
  - Cleaning of premises after execution of work.
- The plan relating to setting up operations shall give all the details on the following points:
- In addition, setting up operations shall include the actual mobilization of supervisory staff, the foreman, and the charge hands among others.

#### Signals, safety, miscellaneous

The Contractor shall plan to put in place temporary signals essential for the safety of users and personnel of the enterprise. Safety measures shall be part of the plan of execution to be provided by the Contractor at the start of work.

### **Article 03: CONSTRUCTION WORKS**

#### I- Plan of execution:

It shall be made up as follows:

- construction drawing and details at the appropriate scales;
- work planning;
- method and technical approach to execution;
- organization of the building site;

#### **Knowledge of the soils**

The Contractor shall be supposed to have perfect knowledge of the nature and consistency of the soils. No complaint shall be accepted in the course of work; differences in the nature of soils noticed during the execution of work shall not give rise to an increase in the price of the Jobbing Order.

#### **Appraisal of the difficulties of the field**

The Contractor shall be supposed to have accepted all the difficulties that he may encounter and relating to the configuration of the sites, the nature of the soils, the stone and brick works, and solids existing in the soil.

Moreover, the Contractor shall take note of the location of the eventual old networks: telephone, water, electricity or other that may be found in the field. Therefore, he shall not remove any existing meter or pipe without informing the Project Engineer of their presence.

It shall be the Contractor's responsibility to follow the required procedures to obtain from public services the authorization to remove these networks.

#### **Party walls survey**

Before any excavation onto an existing building and before underpinning any work, the Contractor shall make sure that the existing structures are solid and put all the necessary mortar patches.

It shall also be his responsibility to have an affidavit of the party walls drawn up by a bailiff who shall enclose copies of these walls with his report.

#### **Site survey**

The Contractor shall take over the site as he shall find it. He shall therefore be supposed to have perceived all the difficulties that he may encounter and relating to the configuration of the site, the nature of the soils, neighbouring constructions, etc...

#### **Construction drawing**

The Contractor shall draw a complete set of designs to be executed (general design, formwork design, bar bending design, form of pitch, partition, etc...) and all the designs that may be requested by the Project Manager in the course of work.

These designs shall be submitted to the approval of the Project Engineer in due time. This approval shall not relieve the Contractor of any of his responsibilities.

**Before acceptance, the Contractor shall give to the Contracting Authority one (01) blueprint and three (03) design draughts in compliance with execution.**

#### **- Foundations**

Reinforced concrete footings shall be built on 5 cm with coarse-aggregate concrete. They shall fill the excavation. After cleaning, blending concrete shall immediately be put in place so that earth should not fill back the excavation.

#### **NB:**

- Any blinding concrete will be of thickness 5cm dosed at 150 kg/m<sup>3</sup> of firm consistence and will be laid on the bottom of the excavations where necessary. On it will be laid on the footings of the ground half pillars until the level of the finished foundation. These footings shall be of sizes (60x60) cm. The foundation peripheral walls will be of masonry stones or filled frog Blocks of (20x20x40) cm laid on cement mortar and finished with a DPC layer or ground beams of 20 x 20cm in reinforced concrete as specified in the working drawings.



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

-The foundation will be filled with earth of good quality in successive compacted layers of 20 cm where the fill depth exceeds 30cm. An over site concrete of thickness 8cm will be laid to cover the whole foundation area at a dosage of 250 kg/m<sup>3</sup>.

**- path slab**

Slabs shall be made on levelled and properly rammed earth platforms. The foundation shall be drained and well beaten down.

Insulation from moisture shall be done with a polyane leaf placed directly beneath the concrete under-coat and raised on the periphery building of a concrete under-coat reinforced with a middle welded wire fabric. The thickness of this under-coat shall vary according to the load to be born. A slab with ordinary concrete batched at 300 kg/m<sup>3</sup> measuring 08 cm thick shall be put on the floor.

**Regulations to observe**

In the construction of the structures referred to in the specifications, the Contractor shall conform to the laws, regulations, and norms in force at the moment of execution of work, notably:

- DTU No.30: framework and stairs in wood
- DTU No.40.42: Roofing large steel sheets and bands
- Norm Française (NF) P 21.202: design and assembling
- Rules CB 71: designs and design of wood frameworks.

**PAINTING:**

Painting work will include rubbing down, flatting and filling-in the paint coating and the respect of all grinning and sanding equipments

**Regulations to observe**

- DTU No.59 : paint works and cleaning
- DTU No.81 : resurfacing
- DTU No.39.4 : mirror work and glazing with thick panes
- Specifications of paint products and UNP testing method.

**NB:** Errors or omissions resulting from the exploitation of the constituent documents of the Jobbing Order shall be taken into consideration.

## **DOCUMENT N°. 06 SCHEDULE OF UNIT PRICES**

The Schedule of unit and all-in prices must be included in the Tender File must in the minimum include the description of supplies and services forming the subject of the tender file.

**THE UNIT PRICE SCHEDULE**

<b>UNIT PRICE SCHEDULE FOR THE REHABILITATION OF A BLOCK OF FOUR CLASSROOMS AT GOVERNMENT SCHOOL TABENKEN IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION, NORTHWEST REGION</b>				
<b>Item</b>	<b>DESIGNATION</b>	<b>U</b>	<b>UP IN FIGURES</b>	<b>UP IN WORDS</b>
100	<b>PREPARATORY WORKS</b>			
101	site installation	Ft		
102	cleaning of the site	Ft		
200	<b>MASONARY WORKS</b>			
201	plastering of walls with cement mortar dosed at 350kg/m <sup>3</sup>	m <sup>2</sup>		
202	mass concrete on floors of 8cm thick dosed at 400kg/m <sup>3</sup>	m <sup>3</sup>		
203	floor finish in cement screed	m <sup>2</sup>		
300	<b>ROOFING WORKS</b>			
301	Truss(complete in harwood)	m <sup>3</sup>		
302	purlins(5*8)	m <sup>3</sup>		



400	<b>METALLIC WORKS</b>			
401	complete metal doors of 97*220(with vachette,pad locks and all accessoires)	U		
402	window shutters of 225*110(10/10 in metal sheets) with window protectors of 225*110cm(tube 25mm) fitted internally	m2		
500	<b>PAINTING</b>			
501	two coats of crystal white glue pint on ceiling	m2		
502	two coats of water based paint on internal walls	m2		
503	two coats of water resistant paint on external walls	m2		
504	oil paint on doors,windows and skirting	m2		
600	<b>EXTERNAL WORKS</b>			
602	concreting of external veranda at the front elevation of the building	m3		

### bill of quantities

#### **BILL OF QUANTITIES AND COST ESTIMATES FOR THE REHABILITATION OF A BLOCK OF FOUR CLASSROOMS AT GOVERNMENT SCHOOL TABENKEN IN NKAMBE COUNCIL AREA, DONGA MANTUNG DIVISION, NORTHWEST REGION**

Item	DESIGNATION	U	QTY	UP	TOTAL
100	<b>PREPARATORY WORKS</b>				
101	site installation	Ft	1		
102	cleaning of the site AND DEMOLITION PERMIT	Ft	1		
	<b>sub-total 100</b>				
200	<b>MASONARY WORKS</b>				
201	plastering of walls with cement mortar dosed at 350kg/m3	m2	242		
202	mass concrete on floors of 8cm thick dosed at 400kg/m3	m3	32.5		
203	floor finish in cement screed	m2	443.75		
	<b>sub-total 200</b>				
300	<b>ROOFING WORKS</b>				
301	Truss(complete in harwood)	m3	1.4		
302	purlins(5*8)	m3	0.2		
304	ceilling in hard phywood(4mm thick and red on both sides	m2	443.75		
305	external perimeter ceiling in smooth zinc sheet(tole lisse)	m2	88		
306	replacement of some Aluminium sheets	m2	40		
307	replacement of the facia board sheet (tole bac 3,5/10 mm of 30cm height)	ml	90		
	<b>sub-total 300</b>				
400	<b>METALLIC WORKS</b>				
401	complete metal doors of 97*220(with vachette,pad locks and all accessoires)	U	4		
402	window shutters of 225*110(10/10 in metal sheets) with window protectors of 225*110cm(tube 25mm) fitted internally	m2	25		
	<b>sub-total 400</b>				
500	<b>PAINTING</b>				
501	two coats of crystal white glue paint on ceiling	m2	810		



502	two coats of water based paint on internal walls	m2	180		
503	two coats of water resistant paint on external walls	m2	185		
504	oil paint on doors, windows and skirting	m2	130		
	<b>Sous total 500</b>				
600	<b>EXTERNAL WORKS</b>				
602	concreting of external veranda at the front elevation of the building	m3	5.76		
	<b>sub-total 600</b>				
	<b>TOTAL WITHOUT TAXES</b>				
	<b>AIR=5,5%</b>				
	<b>VAT=19,25%</b>				
1401	<b>TOTAL WITH ALL TAXES INCLUSIVE</b>				
1402	<b>NET PAYMENT</b>				

**UNIT PRICE SCHEDULE FOR THE REHABILITATION OF FOUR CLASSROOMS AND ONE OFFICE AT GOVERNMENT SCHOOL BINSHUA IN NKAMBE COUNCIL AREA, NKAMBE SUBDIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

Item	DESIGNATION	U	UP IN FIGURES	UP IN WORDS
100	<b>PREPARATORY WORKS</b>			
101	site installation	Ft		
102	Demolition of the old roof and cleaning of the site	ff		
200	<b>WALL MASONARY WORKS</b>			
202	plastering of walls with cement mortar dosed at 350kg/m3	m2		
203	reinforced concrete for pillars, dosed at 350kg/m3	m3		
204	Wall blackboard(500*120)cm with cement paste finish including painting with good quality black paint	U		
205	Mass Concrete on floors of 8cm thick dosed at 400kg/m3	m3		
206	floor finish in cement screed	m2		
300	<b>ROOFING WORKS</b>			
301	Truss(complete in hardwood)	m3		
302	purlins(5*8)	m3		
303	noggings(4*4)	m3		
304	ceiling in hard plywood(4mm thick and red on both sides)	m2		
305	external perimeter ceiling in smooth zinc sheet(tole lisse)	m2		
306	Aluminium sheets 5/10 tole bac	m2		
307	facia board sheet (tole bac 3,5/10 mm of 30cm height)	ml		
400	<b>METALLIC WORKS</b>			
401	window shutters of 225*110(10/10 metal sheets) with window protectors of 225*110cm(tube 25mm) fitted internally	m2		
402	complete metal doors of 97*220(with vachette, pad locks and all accessoires)	U		
500	<b>PAINTING</b>			
501	two coats of crystal white glue paint on ceiling	m2		
502	two coats of water based paint on internal walls	m2		
503	two coats of water resistant paint on external walls	m2		
504	oil paint on doors, windows and skirting	m2		
600	<b>EXTERNAL WORKS</b>			
601	Repairs of external veranda and steps	ls		



## DOCUMENT N°. 07

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE REHABILITATION OF FOUR CLASSROOMS AND ONE OFFICE AT GOVERNMENT SCHOOL BINSHUA IN NKAMBE COUNCIL AREA, NKAMBE SUBDIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION**

Item	DESIGNATION	U	QTY	UP	TOTAL
100	<b>PREPARATORY WORKS</b>				
101	site installation	Ft	1		
102	Demolition of the old roof and cleaning of the site	ff	1		
	<b>sub-total 100</b>				
200	<b>WALL MASONARY WORKS</b>				
202	plastering of walls with cement mortar dosed at 350kg/m3	m2	319.5		
203	reinforced concrete for pillars,dosed at "350kg/m3	m3	1.05		
204	Wall blackboard(500*120)cm with cement paste finish including painting with good quality black paint	U	2		
205	Mass Concrete on floors 8cm thick dosed at 400kg/m3	m3	20.16		
206	floor finish in cement screed	m2	252		
	<b>sub-total 200</b>				
300	<b>ROOFING WORKS</b>				
301	Truss(complete in harwood)	m3	1.7		
302	purlins(5*8)	m3	1.3		
303	noggings(4*4)	m3	1.65		
304	ceilling in hard phywood(4mm thick and red on both sides	m2	252		
305	external perimeter ceiling in smooth zinc sheet(tole lisse)	m2	53		
306	Aluminuim sheets 5/10 tole bac	m2	432		
307	facia board sheet (tole bac 3,5/10 mm of 30cm height)	ml	86		
	<b>sub-total 300</b>				
400	<b>METALLIC WORKS</b>				
401	window shutters of 225*110(10/10 metal sheets) with window protectors of 225*110cm(tube 25mm) fitted internally	m2	25		
402	complete metal doors of 97*220(with vachette,pad locks and all accessoires	U	4		
	<b>sub-total 400</b>				
500	<b>PAINTING</b>				
501	two coats of crystal white glue pint on ceiling	m2	252		
502	two coats of water based paint on internal walls	m2	384		
503	two coats of water resistant paint on external walls	m2	192		
504	oil paint on doors, windows and skirting	m2	130		
	<b>Soub total 500</b>				
600	<b>EXTERNAL WORKS</b>				
601	Repairs of external veranda ans steps	ls	1		
	<b>Soub total 600</b>				
	<b>TOTAL WITHOUT TAXES</b>				
	<b>AIR=5,5%</b>				
	<b>VAT=19,25%</b>				



504	oil paint on doors,windows and skirting	m2	130		
	<b>Soub total 500</b>				
600	<b>EXTERNAL WORKS</b>				
601	Repairs of external veranda ans steps	ls	1		
	<b>Soub total 600</b>				
	<b>TOTAL WITHOUT TAXES</b>				
	<b>AIR=5,5%</b>				
	<b>VAT=19,25%</b>				
	<b>TOTAL WITH ALL TAXES INCLUSIVE</b>				
	<b>NET PAYMENT</b>				

**DOCUMENT N°. 8 FRAMEWORK 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/MECHANI NES	Type	No	Daily rate	Days break up	Amount
	TOTAL B				
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
	TOTAL C				
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	



Document No. 9: Model contract

Page \_\_\_\_\_ and last page of **JOBGING ORDER No \_\_\_\_\_** JO/NWR/ DMD/NK.C/NK.CITB/2024 OF-----

Awarded following invitation to tender No. **006/ONIT/NWR/DMD/NK.C/NK.CITB/2024 OF 16/02/2024**  
**REHABILITATION OF A BLOCK OF CLASSROOMS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA,**  
**DONGA-MANTUNG DIVISION, NORTH WEST REGION**  
**TO BE OPENED ONLY DURING THE BIDS OPENING SESSION»).**

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

**Amount of contract in CFA F:**

IAT (HT)	
EVAT (TTC)	
VAT (	
AIR (2.2% or 5.5 %)	
TOTAL TEXES	
Net to be paid	

<b>Read and accepted by the contractor</b>	
(place of signature) _____	(date) _____
<b>Signature of Contracting Authority</b>	
(place of signature) _____	(date) _____
<b>Registration</b>	



**DOCUMENT No. 10** MODEL FORMS APPLICABLE

**FORM N° 1: DECLARATION OF THE INTENTION TO TENDER**

**COMPANY'S LETTER HEAD**

**DECLARATION OF THE INTENTION TO TENDER**

Fiscal stamp

1500

I, the undersigned Mr, . .....

Nationality .....

Function .....

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

Hereby acknowledge receipt of the file for Tender Notice

N° ..... of .....

Concerning the .....

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

Done at ..... On the .....  
General Manager

**DOCUMENT NO. 12:**

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

**I- BANKS**

1. Afriland First Bank
2. 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 Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

## II- Insurance companies

14. Chanas Insurance;
15. Activa Insurance

### FORM N° 02 THE MODEL TENDER LETTER

I (We) the undersigned .....

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

.....at .....RC N° .....by virtue of the power vested in me (us), resident at ..... (Town) ....., P.O.Box....., telephone N° ..... after having studied all the documents of the tender file relating to the Invitation to Tender N° ....., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works REHABILITATION OF A BLOCK OF CLASSROOMS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA

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

I commit myself (ourselves) if my (our) tender is retained, to execute the contract within three (03) months as from the date of notification of the award of contract.

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

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

Enclosed with this tender are:

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

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

Signature(s)

Bidder(s)

For companies, indicate:

Fiscal stamp

1500

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

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

For companies without a legal status, indicate:

« We, the undersigned,..... »



(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this contract, jointly commit ourselves ..... »

### FORM N° 03 THE MODEL SURETY BOND

Bank .....

Reference of guarantee: No. ....

**To the Mayor of Nkambe Council, Donga-Mantung Republic of Cameroon**

Invitation to Tender No. ....

BID BOND FOR REHABILITATION OF A BLOCK OF CLASSROOMS EACH IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

The Contractor (5) .....hereby submits on ..... to the Mayor of Nkambe Council a bid relating to REHABILITATION OF A BLOCK OF CLASSROOMS EACH IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION TO BE OPENED ONLY DURING THE BIDS OPENING SESSION»

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

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

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

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

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

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

Mr (Messrs).....

Signature(s) & stamps .....

(5) Bidder

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

(7) Bank

### FORM N° 04 MODEL BID BOND

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

KNOW YE ALL PEOPLE by the presence that WE \_\_\_\_\_, having our registered office at \_\_\_\_\_hereinafter called "the Bank", are bound onto the mayor NKAMBE council (hereinafter called "the Contracting Authority) in the sum of \_\_\_\_\_ for which payment will and truly be made to the said Contracting Authority,



the bank binds itself, its successors, and assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the contract.

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

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

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

SIGNATURE OF BANK AUTHORITY

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

Bank .....

Reference of guarantee: No. ....

To: mayor NKAMBE council

Invitation to Tender No. ....

PERFORMANCE BOND FOR THE EXECUTION OF the Rehabilitation and construction works at the Nkambe Council Community Hall, **NKAMBE**, Donga-Mantung Division, North West Region

We..... (Bank) have been informed that a contract has been signed between the **Mayor of Nkambe Council** acting in the capacity of Contracting Authority, and....., acting as contractor REHABILITATION OF A BLOCK OF CLASSROOMS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

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

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

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

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

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

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

Mr (Messrs).....

Signature(s) & stamps .....

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

Bank .....

Reference of guarantee No.....

To mayor NKAMBE council

Invitation to Tender N°. ....

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

We..... (Bank) have been informed that a contract shall be signed between the Mayor of Nkambe Council, acting in the capacity of Contracting Authority, and....., acting as contractor REHABILITATION OF A BLOCK OF CLASSROOMS EACH IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

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

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

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

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

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

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

Mr (Messrs).....

Signature(s) & stamps .....

**FORM N° 07 THE MODEL UNDERTAKING BY THE BIDDER**

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

Construction of two classrooms at .....

I (We) the undersigned (8) .....

Acting in the capacity of (9) .....in the name and on behalf of (10)..... at .....RC N°. ....by virtue of the power vested in me (us), domiciled at P.O.Box..... (Town) ....., telephone No. ...., after having studied all the documents of the tender file relating to the Invitation to Tender No. ...., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works REHABILITATION OF A BLOCK OF CLASSROOMS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION

in keeping with the terms and conditions of the tender file.

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

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

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

Signature(s).....

Bidder(s).....

For companies, indicate:

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

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



For companies without a legal status, indicate:

« We, the undersigned, ..... »

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

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

**FORM N° 08 MODEL OF COMMITMENT OF AVAILABILITY**  
**To Whom It May Concern:**

**Subject: COMMITMENT OF AVAILABILITY.**

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

Done in \_\_\_\_\_ the \_\_\_\_\_  
Sign; \_\_\_\_\_

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

**ANNEX N° 02**

**THE MODEL PROFESSIONAL REFERENCES**

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							

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

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

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

Mr (Messrs).....

Signature(s).....

**ANNEX N° 03 MODEL EQUIPMENT LIST**

SN	DESIGNATION <i>Description &amp; frame (châssis) number</i>	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER <i>(if vehicle)</i>	QUANTITY	STATUS <i>(Hired or owned)</i>
1					
2					
3					
etc					

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

Name & First name : \_\_\_\_\_

Date of birth : \_\_\_\_\_

Nationality \_\_\_\_\_

Level of education \_\_\_\_\_

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

Training school: \_\_\_\_\_

Date of admission : \_\_\_\_\_

Date of graduation: \_\_\_\_\_

Diploma obtained: \_\_\_\_\_ Date \_\_\_\_\_

Specific knowledge: Publication, research work \_\_\_\_\_

Date of start of service: \_\_\_\_\_

Nature of service rendered: \_\_\_\_\_

Number of years of service : \_\_\_\_\_

Number of years in the company : \_\_\_\_\_

Date of start of service in the company : \_\_\_\_\_

**WORK EXPERIENCE (\*)**

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

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



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

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

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

Signed

### ANNEX N° 06 MODEL OF SITE VISIT REPORT

#### I) INTRODUCTION

TENDER N° (with project title).....

NAME OF COMPANY.....

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

#### II) COMMENTARY:

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

II-2) Accessibility to the project site: .....

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

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

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

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

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

V) DIFFICULTIES: .....

V) CONCLUSION.....

SIGNATURES:

Signature of Contractor or his staff concerned

### ANNEX N° 04 KEY STAFF

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				

SUPPORT STAFF				

**ANNEX N° 07 THE EVALUATION GRID**  
**REHABILITATION OF A BLOCK OF CLASSROOMS EACH IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA,**  
**DONGA-MANTUNG DIVISION, NORTH WEST REGION**

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
A.6	A bid bond as per tenderfee issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	An attestation of conformity
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.11	Special field report co- signed with the Mayor of Nkambe Council (Project Owner) clearly indicating due diligence and sufficient understanding of the local security context
A.12	An Attestation of categorization

<b>B.1</b>	<b>General presentation of the bids</b>	YES	NO
	-Document spiral bound.....		
	-Table of content page .....		
	-Colourpage separation.....		
	- Presentation of documents in the order given in this tender file.....		
<b>B.2</b>	<b>LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS</b> (Minimum acceptable: 02 Contracts realized in similar domain within the past 05 years)		
	-List of references of the enterprise in similar jobs justified by signed contracts (first and last pages)		
	- Minutes of reception or attestation of clearances of works executed or minutes of final reception(minimum two).		
<b>B.3</b>	<b>QUALIFICATION AND EXPERIENCE OF TECHNICAL STAFF</b>		
<b>B.3.1</b>	<b>01 works supervisor (Senior Technician certificate in Civil Engineering (BAC +2)</b>		
	➤ CV signed by the concerned.....		
	➤ A certified copy of the diploma .....		
	➤ An attestation of availability signed by the concerned.....		
	➤ Certified Copy of ID card .....		
<b>B.3.2</b>	<b>01 Site foreman(Technician certificate in Civil Engineering (BAC F4 or equivalent certificate))</b>		



	➤ CV signed by the concerned..... ➤ A certified copy of the diploma ..... ➤ An attestation of availability signed by the concerned..... ➤ Certified Copy of ID card .....		
<b>B.4</b>	<b>TECHNICAL PROPOSALS</b>		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution with respect to the Tender file		
<b>B.5</b>	<b>LOGISTICS (Equipment put aside for this project)</b>		
B.5.1	Proof of ownership or rental of a pick-up or other vans		
B.5.2	Proof of ownership or rental of a dump truck		
B.5.3	Proof of ownership or rental of a concrete vibrator		
B.5.4	Proof of ownership or rental of a Hand compactor		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, spread, etc. Carpentry Kit : carpentry clamps, saws, hammers, etc.		
<b>B.6</b>	<b>FINANCIAL CAPACITY</b>		
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>B.7</b>	<b>Attestation of site visit</b> signed by the bidder or his representative in his honor .		
<b>B.8</b>	Comprehensive report of site visit signed by the company engineer or technician and justified by photos		
<b>B.9</b>	Special Technical Clauses ( <i>initialed with company stamp and last page Signed</i> )		
<b>B.10</b>	Special Administrative Clauses ( <i>initialed with company stamp on all the pages and last page Signed</i> )		

#### ENVELOPE C- FINANCIAL FILE

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

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

The contract will be awarded to the bidder who would have proposed the 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 non-conformity of a document in the administrative file, and not submitted within 48 hours on request.
2. -Deadline for delivery higher than prescribed;
3. -False declaration or falsified documents;
4. -Absence or insufficient bid bond;
5. -A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. -Incomplete financial file;
7. -Omission of a unit price;
8. -Technical score less than 75% of the essential criteria;
9. Proof of not having abandoned or not having left uncompleted a project in the past financial year(s)

10. Absence of A SPECIAL FIELD REPORT CO- SIGNED WITH THE MAYOR OF NKAMBE COUNCIL (PROJECT OWNER) CLEARLY INDICATING DUE DILIGENCE AND SUFFICIENT UNDERSTANDING OF THE LOCAL SECURITY CONTEXT

B. Essential criteria

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

11. Main qualification criteria

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

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

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

The contract will be awarded to the bidder who would have proposed the 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.

**ANNEX 8: MODELE ATTESTATION OF SITE VISIT**

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

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

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

has actually visited the site which is going to receive the structure relative to **OPEN NATIONAL INVITATION TO TENDER No.006/ONIT/MINAT/RDNW/DDDM/DMDTB/2024OF 16/022024.REHABILITATION OF A BLOCK OF CLASSROOMS IN SOME SCHOOLS, IN NKAMBE COUNCIL AREA, DONGA-MANTUNG DIVISION, NORTH WEST REGION**The interested person declares:

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

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

Date .....  
Stamp of enterprise

Signature and Names of theconcern



