

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO



REPUBLIC OF CAMEROON
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

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KUMBO - COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

**N°:001 /ONIT/KC/KCITB/PIB-MINSANTE 2024 OF 19TH MARCH
2024 FOR THE CONSTRUCTION OF PRIVATE WARDS AND A
MEDICINE STORE AT THE KUMBO SUBDIVISIONAL HOSPITAL,
BUI DIVISION OF THE NORTH WEST REGION.
EMERGENCY PROCEDURE**

PROJECT OWNER: THE MAYOR KUMBO COUNCIL

**FINANCING: PUBLIC INVESTMENT BUDGET (PIB) – 2024,
THE MINISTRY OF PUBLIC HEALTH**

BUDGET HEADS: 222 150

RECORD NUMBER: IZ06584

EXPENDITURE AUTHORIZATION: 58 40 047 06 641628 464211 611

2024 FINANCIAL YEAR

TENDER FILE

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INVITATION TO TENDER**

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N°:001 /ONIT/KC/KCITB/PIB-MINSANTE 2024 OF 19TH MARCH 2024 FOR THE CONSTRUCTION OF PRIVATE WARDS AND A MEDICINE STORE AT THE KUMBO SUBDIVISIONAL HOSPITAL, BUI DIVISION OF THE NORTH WEST REGION. (EMERGENCY PROCEDURE)

1. Subject of the invitation to tender:

Within the framework of the 2024 Public Investment Budget (PIB), the Mayor of Kumbo Council "Contracting Authority" hereby launches by emergency procedure an open National Invitation to tender for the **Construction Of Private Wards And A Medicine Store At The Kumbo Subdivisional Hospital** Area. This invitation to tender comprises one (01) lot as follows:

Lot N°	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	CONSTRUCTION OF PRIVATE WARDS AND A MEDICINE STORE AT THE KUMBO SUBDIVISIONAL HOSPITAL	TOBIN	600 000	30 000 000	220 150	04

2. Nature of services

Work to be done consists of the for the construction of private wards and a medicine store at the Kumbo Sub Divisional Hospital, Bui Division of the North West Region. The works include the following:

- 100 PRELIMINARY WORKS
- 200 EARTHWORKS
- 300 FOUNDATION
- 400 WALL MASONARY
- 500 METALLIC/WOOD WORKS
- 600 ELECTRICAL INSTALLATIONS
- 700 ROOF/CEILING WORKS
- 800 PAINTING
- 900 PLUMBING/SANITATION WORKS
- 1000 HYGIENE AND ENVIRONMENTAL PROTECTION

3. **Execution deadline**

The maximum execution deadline shall be Four (04) calendar months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

4. **Participation and origin:**

Participation in this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned.

5. **Financing**

The said Works shall be financed by the Public Investment Budget (PIB) of the Ministry of Ministry of Public Health for the 2024 financial year assigned to the Mayor of Kumbo Council as Authorizing officers with Budget Heads N° 220 150

Each bidder should include in his administrative document, a bid bond of **600 000 (six hundred thousand) CFA francs** issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions.

Against the risk of being rejected, only originals or true copies certified by the issuing service or administrative authorities of the administrative document required, including the bid bond, shall imperatively be produced in accordance with the Special Conditions of the invitation to tender. They shall neither be older than three (03) months nor be produced before the signing of the tender notice.

Any offer not in conformity with the prescriptions of this notice and tender file shall not be accepted, especially the absence of a bid bond issued by a first rate-bank, approved by the Ministry in charge of Finance, or the non-respect of the model of the tender file documents, shall lead to a pure and simple rejection of the offer without any appeal being entertained

7. **Consultation of tender file:**

Interested eligible bidders may obtain further information during working hours as from the date of publication of this tender notice, at the Kumbo Council.

8. **Acquisition of tender file:**

The file may be obtained at the Kumbo Council, at the Service for the award of Public Contracts, Telephone N° 67000 35 77 as soon as this notice is published against payment of a non- refundable sum of **(25 000) twenty-five Thousand CFA francs**, payable at the Municipal Treasury Kumbo representing the cost of purchasing the tender file.

9. **Submission of Bids:**

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Service for the award of Public Contracts Kumbo Council, not later than - **10th April 2024 at 10.00 am** local time. It should be labelled as follows:

"OPEN NATIONAL INVITATION TO TENDER

N°:001 /ONIT/KC/KCITB/PIB-MINSANTE 2024 OF 19TH MARCH 2024 FOR THE CONSTRUCTION OF PRIVATE WARDS AND A MEDICINE STORE AT THE KUMBO SUBDIVISIONAL HOSPITAL, BUI DIVISION OF THE NORTH WEST REGION. (EMERGENCY PROCEDURE)

TO BE OPENED ONLY DURING THE BID OPENING SESSION"

10. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

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

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

11. Opening of bids

The bids shall be opened in single phase. The opening of the Administrative documents, Technical and Financial offers shall take place on the **10th April 2024 at 11 am** local time, in the Kumbo Council Conference Hall.

Only bidders may attend or be represented by duly mandated persons of their choice.

12. Evaluation criteria

There are two types of evaluation criteria: eliminatory and essential criteria. [The aim of these criteria is to identify and reject incomplete bids or bids not in conformity with the essential conditions laid down in the Tender File.

i. Eliminatory criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according of the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

- Absence of bid bond
- Absence or non-conformity of a document in the administrative file after 48 hours
- Deadline for delivery higher than prescribed;
- False declaration, forged or scanned documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial file.
- Technical assessment mark lower than **75%** of "Yes".

ii. Essential criteria

Essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.

The criteria relating to the qualification of candidates are based on the following:

- General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff ;
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- Attestation of site visit signed by the Contractor with pictures
- Report of site visit signed by the Contractor

- the Special Technical Clauses (STC). (each page should be initialed and the last page signed and stamped);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);
- Pre – Financing capacity **not less than 75%** of the amount required in the offer

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

subjected to minima whose detail is given in the Special Regulation of the Invitation to tender (RPA

iii 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 shall be done in a purely binary method with a (yes) or a (no) with an acceptable minimum of **75%** of the essential criteria taken in to 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 scored **100%** of the eliminatory criteria and at least **75%** of the essential criteria

13. Award of the jobbing order

The jobbing order shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 33 of the public contracts code).

14. Period of validity of bids

The bidders shall remain committed to their offers during a period of (one hundred and twenty days) 120 days from the deadline set for the submission of bids.

15. Complementary information

Complementary technical information may be obtained during working hours at the Kumbo Council,

Service of award of Public Contracts.

16. Delivery deadline

The maximum execution deadline provided for by the Contracting Authority shall be one hundred and twenty (120) days maximum, as from the date of notification of the service order.

Done in Kumbo 19 MARS 2024

MAYOR, KUMBO COUNCIL

Circular Copies

- ARMP
- Public Contract Journal;
- Chairpersons of Tender Board
- Notice boards
- DD MINTP Bui
- DD MINMAP Bui
- Archive)



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AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° : 001/AONO/CK/CIPM/BIP MINSANTE-2024 DU 19 MARS 2024 POUR LA CONSTRUCTION DE
SALLES PRIVÉES ET D'UN MAGASIN DE MÉDICAMENTS À PMI KUMBO, LE COMMUNE DE KUMBO
DEPARTEMENT DE BUI, RÉGION DU NORD OUEST (EN PROCÉDURE D'URGENCE).

1. OBJET D'AVIS D'APPEL D'OFFRES :

Dans le cadre du budget d'investissement public 2024 du MINSANTE, Le Mère de la commune de Kumbo lance en procédure d'urgence un Avis d'Appel d'Offres National ouvert pour la construction de salles privées et d'un magasin de médicaments à PMI Kumbo, le commune de KUMBO DEPARTEMENT DE BUI, RÉGION DU NORD OUEST

Cet appel d'offres est constitué d'un (01) lot répartis ainsi qu'il suit :

Lot N°	Projet	Localité	Montant Cauton de Soumission	Montant du Projet	Imputation	Délai en Jour
01	Construction du Centre Sante Integre de TOBIN dans la commune de KUMBO	TOBIN	600 000	30 000 000	220 150	120

2 Consistance des travaux:

Les prestations du présent marché comprennent les travaux des Construction du Centre Sante Integre de TOBIN dans la commune de Kumbo l'Arrondissement de Kumbo Département de Bui., Les prestations comprennent les opérations suivantes :

- Lot 100:Travaux préparatoires et études ;
- Lot 200: Travaux de terrassements ;
- Lot 300: Fondation ;
- Lot 400: Maçonnerie;
- Lot 500: Menuiserie bois;
- Lot 600: Menuiserie métallique;
- Lot 700: Electricité;
- Lot 800: Plomberie
- Lot 900: Peinture
- Lot 1000: V.R.D.

3. Délai d'exécution des travaux

Le délai global d'exécution des travaux est de quatre (04) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

4. Participation et origine :

La participation au présent Appel d'Offres est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisé des opérations similaires.

5. Financement :

Les prestations, objet du présent Appel d'Offres, sont financées par le budget d'investissement public (BIP) - exercice 2024 du MINSANTE, 220 150

6. Cautionnement provisoire

Chaque soumissionnaire devra joindre à ses pièces administratives, une caution de soumission de de FCFA 600 000 (six cent Mille), établie par une institution bancaire de premier ordre agréée par le Ministère en charge des Finances aux conditions de la COBAC.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Commune de Kumbo Service de Passation des Marchés Publics), conformément au listing prévu au Règlement Particulier de l'Appel d'Offres (R.P.A.O). Elles devront obligatoirement être datées de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment, l'absence de caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre.

7. Consultation du Dossier d'Appel d'Offres.

Le Dossier d'Appel d'Offres peut être consulté aux heures ouvrables à la Commune de Kumbo Service de Passation des Marchés Publics Tél. : N° 67000 35 77. Dès publication du présent Avis.

8. Acquisition du Dossier d'Appel d'Offres :

Dossier d'Appel d'Offres peut être obtenu à la Commune de Kumbo Service de Passation des Marchés Publics Tél. : N° 67000 35 77, dès publication du présent avis, contre présentation d'une quittance de versement au Trésor de la Commune de Kumbo de la somme non remboursable de FCFA (25.000) vingt-cinq mille Francs représentant les frais d'achat du dossier.

9. Remise des offres :

Chaque offre, rédigée en français ou en anglais en Sept (07) exemplaires dont un (1) original et Six (6) copies marquée comme telle, devra parvenir contre récépissé à la Commune de Kumbo Service de Passation des Marchés Publics au plus tard le 10 Avril 2024 à 10 heures, locale et devra porter la mention suivante :

**« AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° : 001/AONO/CK/CIPM/BIP MINSANTE-2024 DU 19 MARS 2024 POUR LA CONSTRUCTION DE SALLES
PRIVÉES ET D'UN MAGASIN DE MÉDICAMENTS À PMI KUMBO, LE COMMUNE DE KUMBO DEPARTEMENT DE
BUI, RÉGION DU NORD OUEST (EN PROCÉDURE D'URGENCE).
A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »**

10. 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 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.

11. Ouverture des offres :

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives, des offres techniques et financières aura lieu **10 Avril 2024 à 11h00, heure locale**, par la Commission de Passation des Marchés de Bui, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier, dans la salle de Conférence de la commune de Kumbo

12. Critères d'évaluation :

Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres

i Critères éliminatoires

Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les critères essentiels. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.

Il s'agit notamment :

- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- Fausses déclarations ou pièces falsifiées ;
- Absence ou insuffisance de la caution provisoire de soumission ;
- Deux Entreprises avec le même personnel ;
- Offres dont l'enveloppe extérieure porte des mentions permettant l'identification du Soumissionnaire ;

ii Critères essentiels

Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technico-financière des candidats à exécuter les travaux, objet de l'appel d'offres.

Les critères essentiels de qualification sont tel qu'il suit ;

- Présentation générale de l'offre ;
- Références de l'entreprise dans les réalisations similaires ;
- Qualité du personnel clé ;
- Moyens logistiques ;
- Méthodologie ;
- Capacité financière ;
- Attestation de visite du site signée par le responsable de l'Entreprise ;
- Rapport de visite du site signée par le responsable de l'Entreprise
- Cahier des Clauses Techniques Particulières paraphé à chaque page, signée et cachetée à la fin ;
- Cahier des Clauses Administratives Particulières complété, paraphé à chaque page et signée à la fin ;
- Attestation de solvabilité financière **supérieure ou égale 75%** du montant de l'offre

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

iii Critères de qualification

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins 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.

13. Attribution de la lettre commande

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui aura présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 33 du Code des lettres commandes Publics.

14. Délai de validité des offres

Les soumissionnaires restent engagées par leurs offres pendant une période de Cent vingt (120) jours, à compter de la date limite fixée pour la remise des offres

15. Renseignements complémentaires :

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la commune de Kumbo Service de Passation des Marchés Publics, Tel: N° 67000 35 77

Fait à Kumbo le 19 MARS 2024

Le Méré de la Commune de Kumbo

Ampliations :

- ARMP
- JDM (pour publication)
- Président CPM
- DD MINMAP Bui
- DD MINTP Bui
- Affichage
- Chrono / Archives.



**DOCUMENT N^o. 2:
GENERAL REGULATIONS OF THE INVITATION
TO TENDER (GRIT)**

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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 and/or completion of the works described in the Tender File and briefly described in the Special Regulations.
The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.
- 1.2 The bidder retained or the successful bidder shall 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.
- 1.2 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

- 3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle:
 - a) The following definitions shall be admitted:
 - I. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - II. Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
 - III. "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
 - IV. "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
 - b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

- 4.1 If the invitation to tender is 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:
- i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) Presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

- 5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

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

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

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and contracts awarded;
- (iv) Pending litigations; 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 authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

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

B. Tender File

Article 8: Content of Tender File

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

- Document No. 1: Invitation to tender
- Document No. 2: General Regulations of the invitation to tender
- Document No. 3: Special Regulations of the invitation to tender
- Document No. 4: Special Administrative Conditions
- Document No. 5: Special Technical Conditions
- Document No. 6: Schedule of prices
- Document No. 7: Bill of quantities and estimates
- Document No. 8: The sub-detail of prices
- Document No. 9: Model Jobbing Order
- Document No. 10: Forms and Standard documents to be used
- Document No. 11: Preliminary studies
- Document No. 12: Other Document
- Document No. 13: List of banking establishments and financial bodies authorised to issue bonds for public contracts
- Document No. 14: Graphic Plan.

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

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

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

Article 10: Amendment of the Tender File

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

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

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

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.

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 offer

13.1 The offer 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:

Volume 1: Administrative documents

They include:

I. All documents stating that the bidder:

- Has complied with all declarations provided for by the laws and regulations in force;
- Is current with his taxes, contributions, fees or levies of any kind whatsoever;
- Is not in a State of liquidation or bankruptcy;
- Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.

- II. Bid bond(s) issued is are in conformity with the provisions of article 15 of the present RGAO;
- III. A written confirmation authorizing the signatory of the offer to engage the bidder
- IV. The CCAP is duly initialled on each page and signed on the last page.
- V. Localization plan is duly signed by the authority concern.

b. Volume II: Technical Offer

It includes:

- I. References of the company (the contractor will provide contracts or Jobbing orders for similar work carried out as well as related minutes of reception);
- II. Personnel: the contractor will present the competent technical staff and workers he intends to employ before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma attestation of presentation of original of the technical diploma, and the attestation of availability signed by the candidate);
- III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of road worthiness (visit technique) of rolling equipment;
- IV. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the execution plan of the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,
- V. Attestation of site visit and the site visit report;
- VI. The CCTP duly initialled on each page and signed on the last page
- Vii. Attestation of solvency of the contractor.

c. Volume 3: Financial offer

It includes:

- I. The submission letter, in original drafted according to the model attached, stamped at the rate in force, signed and dated;
 - II. The unit price schedule duly completed, with an indication of the unit price excluding VAT in letters and figures;
 - III. Detail Bill of Quantities and cost estimate of the work completed;
 - IV. Sub-details of the different prices according to the model attached;
- In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) 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 Invitation to Tender, the bidders present offers 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 or bias

- 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 Delegated 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:
 - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - i) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - ii) Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals or bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

- 20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 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 authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The 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 initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with 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 do with his bid may do so in writing.

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

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

Article 28: Determination of compliance of bids

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

- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

(a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

(b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

(c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

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 authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

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

Article 34: Award

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

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

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

Article 36: Notification of award of the contract

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 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

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 N°. 3:

**SPECIAL REGULATIONS OF THE INVITATION
TO TENDER**

Special regulations of the invitation to tender

1) PURPOSE OF THE TENDERS:

The purpose of this tender is the Construction of Private Wards and A Medicine Store at the Kumbo Subdivisional Hospital, Bui Division, launched by the Mayor of Kumbo Council , Kumbo Sub Division Within the framework of 2024 Public Investment Budget (PIB) by emergency procedure, with Invitation to tender Reference: **N°:001 /ONIT/KC/KCITB/PIB-MINSANTE 2024**

This invitation to tender comprises one (01) as follows:

Lot N°	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	Construction of Private Wards and A Medicine Store at the Kumbo Sub divisional Hospital	TOBIN	600 000	30 000 000	222 150	04

2) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Contracting Authority shall be **one hundred and twenty days (120) days maximum** for each Lot, as from the date of notification of the service order.

3) SOURCE OF FINANCING

The said Works shall be financed by the Public Investment Budget (PIB) of the Ministry of Public Health for the 2024 financial year assigned to the Mayor of Kumbo Council as Authorizing Authority

4) CONSISTENCY OF BIDS

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the award Services of Kumbo Council, not later than **10th April 2024** at 10.00 am, local time. It should be labelled as follows:

"OPEN NATIONAL INVITATION TO TENDER

**N°:001 /ONIT/KC/KCITB/PIB-MINSANTE 2024 OF 19TH MARCH 2024 FOR THE CONSTRUCTION OF PRIVATE WARDS AND A MEDICINE STORE AT THE KUMBO SUBDIVISIONAL HOSPITAL, BUI DIVISION OF THE NORTH WEST REGION.
(EMERGENCY PROCEDURE)**

TO BE OPENED ONLY DURING THE BID OPENING SESSION"

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

Internal envelopes

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

The first internal envelope shall be labeled;

<< A: Administrative tender>> 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.

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

DOCUMENT N°	DESCRIPTION
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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(.dated , signed And stamped by the contractor)
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of 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 of first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury
A.6	A bid bond of 600 000 FCFA per lot (six Hundred FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance
A.9	Business License (photocopy certified by chief of centre, not more than three months).
A.10	Certified Copy of a valid tax payers card, delivered by the chief of centre. Dated at most 3 months.
A.11	Plan and attestation of localization signed by the taxation authorities

NB: The above administrative documents should be forwarded in their originals or certified true copies dating not more than three months old.

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

ENVELOPE B: - VOLUME II TECHNICAL OFFER

Doc N°	DESIGNATION
B1	General presentation of bids <ul style="list-style-type: none"> ➤ Properly bound. ➤ Table of content. ➤ Separators in color apart from white ➤ Presentation of documents in the order given in this tender. ➤ Clearness of the documents

B.2	<p>REFERENCES OF SIMILAR WORKS EXECUTED</p> <ul style="list-style-type: none"> ➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the Past years. ➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception for 2017 to 2023 projects or final reception for up to 2024 projects) and related contracts or jobbing orders first and last pages
B.3	<p>PERSONNEL</p> <p>Bidders shall undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV signed by the candidate, a certified copy of the technical diploma, attestation of presentation of original of the technical diploma, an attestation of availability signed by candidate and Certified copy of ID card) notably.</p> <ul style="list-style-type: none"> ➤ A works supervisor with at least the level of a senior technician in civil engineering or Rural Engineering with at least three (03) years' professional experience in the domain of civil construction or similar works. ➤ A foreman with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years of professional experience in the domain of civil construction or similar works. ➤ Other support staff or semi-skilled workers - 02 (Two) builders with 3 years' professional experience on building construction or similar works. Only CVs signed by the candidates - 02 (Two) Carpenters with 3 years' professional experience on carpentry or similar works. Only CVs signed by the candidates - 01 One Electrician with 3 years' professional experience on Electricity or similar works. Only CVs signed by the candidate - 01 (one) Painters with 3 years' professional experience on painting or similar works. Only CVs signed by the candidate
B.4	<p>Equipment and construction tools</p> <p>The List of equipment the bidder intends to use on site</p> <p>The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work to be carried out.</p> <ul style="list-style-type: none"> ➤ Equipment : <ul style="list-style-type: none"> - Legalized Registration document (pickup truck or van, vibrator and a hand Compactor etc.) or Legalized document to hire equipment. ➤ Construction Tools <ul style="list-style-type: none"> - List of small construction tools or assorted tools signed by the head of the company. - The bidder Should show justification of construction tools by producing legalized receipts of : (Wheel barrows; Spades; Hammers; Trowels; Tapes; Spirit levels; Squares; Lines; Buckets ;Chisels; Cutlasses, clamps and Saws etc)

B.5	Technical notes on the methodology and the execution of works. The bidder will produce a technical note dated and signed on the last page providing all the following information. <ul style="list-style-type: none"> - The mode of execution of the works - The planning of intervention, the expected output - supply of materials or site equipment - Measures of safety and protection of the environment - Administrative and technical organization of the enterprise
B.6	Attestation of site visit and site visit report <ul style="list-style-type: none"> ➤ Attestation of site visit signed by the contractor or their representatives ➤ Site visits Report .The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed and stamped by the contractor (pictures of the site where the classrooms are to be constructed, consistency of work and execution plans).
B.7	Financial Capacity of the Bidder Pre – Financing capacity from a banking institution of first order approved by the Ministry in charge of finance, not less than 75% of the amount required in the offer.
B.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).

ENVELOPE C: FINANCIAL OFFER

Doc N°	DESIGNATION
C.1	The bid itself according to the model attached, stamped at the rate in force, dated, signed And stamped by the contractor.
C.2	The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)
C.3	Detail quantities and cost estimates of works completed(signed And stamped)
C.4	The sub-details of prices according to the model attached(signed And stamped)

5) Currency of bid and settlement

5.1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the price Bill of quantities and sub detailed of unit prices shall be entirely in CFA Francs in the following manner:

a. Prices will be entirely settled in CFA Francs. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, shall indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.

b. The exchange rates used by the bidder to convert its offer in national currency shall be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.

The contract prices are firm and no-revisable.

o) SUBMISSION OF BIDS:

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Service of Award Kumbo Council not later than 10/04/2024 at 10 am local time. It should be labelled as follows

**"OPEN NATIONAL INVITATION TO TENDER
N°:001 /ONIT/KC/KCITB/PIB-MINSANTE 2024 OF 19TH MARCH 2024 FOR THE CONSTRUCTION OF
PRIVATE WARDS AND A MEDICINE STORE AT THE KUMBO SUBDIVISIONAL HOSPITAL, BUI DIVISION
OF THE NORTH WEST REGION. (EMERGENCY PROCEDURE)
TO BE OPENED ONLY DURING THE BID OPENING SESSION"**

7) EVALUATION OF TENDERS

7.1. Opening of bids

The bids shall be opened in single phase. The opening of the administrative documents and the Technical and Financial offers shall take place on the **10 April 2024 at 11am** local time, by the Kumbo Council Internal Tender Board in the conference hall

Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.

Representatives of bidders shall have to sign a form stating their presence at the opening of tenders.

7.2. Clarification on the bids

The request for clarification and the response shall be done in writing. No change of the offer price shall be requested, proposed or authorized.

7.3. Examination of bids

The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the tender file requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

- If there is a calculation error, the total price will be corrected on the basis of the unit price.
- If there is a contradiction between the price in words and the price in figures, the price in word will govern.

7.4. Evaluation and comparison of bids

The technical subcommittee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present call for tenders. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission. The evaluation of bids shall be in two steps: technical and financial evaluation.

7.4. 1. Technical evaluation

7.4.1. 1. Eliminary criteria

Eliminary criteria will focus on the following aspects:

- Absence of bid bond
- Absence or non-conformity of a document in the administrative file after 48 hours
- Deadline for delivery higher than prescribed;
- False declaration, forged or scanned documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial file.
- Technical assessment mark lower than **75%** of "Yes".

iii. Essential criteria

essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.

The criteria relating to the qualification of candidates are based on the following:

- General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff ;
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- Attestation of site visit signed by the Contractor with pictures
- Report of site visit signed by the Contractor
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);
- Pre – Financing capacity **not less than 75%** of the amount required in the offer

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

7.4.1.3 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 shall be done in a purely binary method with a **(yes)** or a **(no)** with an acceptable minimum of **75%** of the essential criteria taken in account.

The contract shall 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) The company's references:

Similar works in the past years The bidder shall justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amounts from the realizations and the quality of the work (certificate of completion and/or minutes of (provisional or final) reception and related contracts, and jobbing orders).

b) Essential equipment

Essential equipment that the contractor shall make available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials such as a Vibrator or Legalized document to hire equipment.

C) The qualification of site personnel:

A works supervisor with at least the level of senior technician in civil engineering or Rural Engineering with at least three (03) years' professional experience in the domain of civil construction or similar works. (Attached a certified copy of certificate, CV, attestation of presentation of original of the technical diploma, an attestation of availability sign by candidate and a Certified copy of ID card)

A foreman with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years of professional experience in the domain of civil construction or similar works. (Attached a certified copy of certificate, CV, attestation of presentation of original of the technical diploma, an attestation of availability sign by candidate and a Certified copy of ID card)

Other support staff or semi-skilled workers

- U2 (Two) builders with 3 years' professional experience on building construction or similar works. Only CVs signed by the candidates
- O2 (Two) Carpenters with 3 years' professional experience on carpentry or similar works. Only CVs signed by the candidates
- O1 (One) Electrician with 3 years' professional experience on Electricity or similar works. Only CVs signed by the candidate;
- O1 (one) Painter with 3 years' professional experience on painting or similar works. Only CVs signed by the candidate

(d) The methodology of intervention and execution of work:

The company will produce a technical note dated and signed on the last page providing information about:

- i. The mode of execution of the works.
- ii. The planning of intervention, the expected output.
- iii. The supply of materials or site equipment.
- iv. Measures of safety and protection of the environment.
- v. Administrative and technical organization of the enterprise.

E) Self-financing capacity:

An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.)

The available amount shall be at least more than or equal to amount required in the offer.

7.4.1. 3 Other criteria

7.4. 2. Financial evaluation

The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.

Award of Contract

Subject to the clause of article 6 of the present OMPP, the Contracting authority will award the contract to the bidder whose offer has been recognized substantially responsive to the requirement of the Tender file and has submitted the lowest feasible evaluated bid price.

9) Right of the Contracting authority to accept or reject any offer

Notwithstanding article 5 of the present OMPP, the Contracting authority reserves the right to cancel the tendering process at any time before the opening of the tenders, without incurring liability to the bidders affected by its decision, nor obligation to inform them of the reasons for its decision.

10) Site Visit

A site visit is recommended to participating companies in this Tender file.

11) Period of validity of tenders

The period of validity of the tender is 90 days from the date of deposition of the offers.

12) Performance guarantee

Within fifteen (15) days from the date of notification of the contract, the contractor shall provide a guarantee of three percent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation.

13) COMMENCEMENT OF WORK:

Before the commencement of work, the contractor shall be installed on the site by the following:

- The authorizing officer;
- Control engineer,
- The Project Manager;
- The Divisional Delegate of Environment or his representative;
- The Divisional Delegate of MINEPAT or his representative;

DOCUMENT N°. 4: SPECIAL ADMINISTRATIVE CONDITIONS

SPECIAL ADMINISTRATIVE CLAUSES (SAC)

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CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1: SUBJECT OF CONTRACT:

The Subject of the present jobbing order is the Construction of Private Wards and a Medicine Store at the Kumbo Sub Divisional Hospital.

ARTICLE 2: AWARD PROCEDURE

The present jobbing order is concluded by open National Invitation to Tender

ARTICLE 3: DEFINITIONS AND DUTIES (Article 2 of GAC Supplemented)

3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor of Kumbo Council**; He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- The authority in charge of the effective execution of the works: The **Divisional Delegate of Public Contracts for Bui**
- The Control Engineer shall be. The **Divisional Delegate of Public Works Bui** hereinafter referred to as the Engineer
- The Project Owner shall be the **Lord Mayor Kumbo Council**. He represents the beneficiary administration of the works. [Authorising Officer].
- **The Project Manager** shall be the **Council Development Officer Kumbo Council**
- The contractor shall be X

3.2 Security

- The authority in charge of ordering payment shall be: **The Mayor of Kumbo Council**
- The authority in charge of the clearance of expenditures shall be the **Divisional Controller of Finance**.
- The body or official in charge of payment shall be the **Municipal Treasurer, Kumbo Council**.
- The official competent to furnish information within the context of execution of this contract shall be the **Mayor of Kumbo Council**.

3.3 Duties of the Control Engineer, Project Manager

- I. Missions; To ensure the qualitative and quantitative execution according to the terms of this contract and the respect of time limits

ARTICLE 4: LANGUAGE APPLICABLE LAWS AND REGULATIONS

- 4.1 The language to be used shall be either English or French
- 4.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

Article 5: CONSTITUENT DOCUMENTS OF THE CONTRACT

The Contractual document, which form part of this jobbing order are in order of priority.

- 1) The bid or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular element necessary for the determination of the contract price, in order of priority are the unit price schedule, the detail of lump sum prices and detailed estimates break down of the lump sum prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents,
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical conditions shall be applicable to the services forming the subject of the jobbing order.

ARTICLE 6: GENERAL APPLICABLE TEXTS

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

- Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
- The Mining Code;
- Instruments governing the various professional bodies;
- Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- The Decree N° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- The circular N° 00000242/C/MINFI of 30th December 2020 on instructions relating to the execution of the finance law, the monitoring and execution of the State Budget, Administrative, Public Establishment, Regional and local Authorities for the 2024 financial Year
- Unified Technical Documents (DTU) for building works;
- Applicable standards;
- Other instruments specific to the domain concerned with the contract.

Article 7: COMMUNICATION

- 7.1 All notifications and written communication within the framework of this jobbing order shall be sent to the following address:
 - a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Chief of Service and immediately after completion of the works, correspondences shall be validly address to Mbiame Council.
 - b) In the case where the Project Owner is the addressee:
Sir/Madam_____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline
 - c) In the case where the Contracting Authority is the addressee: The Divisional Delegate of Public Contracts for Bui with copies addressed to the Chief of Service and the Engineer.
- 7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

ARTICLE 8: ADMINISTRATIVE ORDERS

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

The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Manager with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.

Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Control Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

- 8.1 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Control Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 8.2 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.3 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.4 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Control Engineer.
- 8.5 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.6 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

ARTICLE 9: CONTRACTS WITH CONDITIONAL PHASES (ARTICLE 9 OF GAC)

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

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

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *[to be specified]*.

ARTICLE 10: CONTRACTOR'S EQUIPMENT AND PERSONNEL (Article 13 of GAC supplemented)

- 10.1 Any modification, even partial, made in the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have the personnel replaced by a staff of equal competence (qualifications and experiences).
- 10.2 In any case, the list of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **Seven (07) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the jobbing order as mentioned in article 45 below or the application of penalties [to be specified where need be].

CHAPTER 2: FINANCIAL CONDITIONS

ARTICLE 11 GUARANTEES AND BONDS (Articles 29 and 41 of GAC)

11.1 Final bond

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

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

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

11.2 Performance bond (Guarantee Retention)

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

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

11.3 Guarantee of start-off advance

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

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

ARTICLE 12: AMOUNT OF THE CONTRACT

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

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

ARTICLE 13: PLACE AND METHOD OF PAYMENT

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

- a. For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in the _____ bank.

- b. for payments in foreign currencies (amount in figures and letters exclusive of taxes) by credit to account No. _____ opened in the name of the contractor in _____ bank.

ARTICLE 14: PRICE VARIATION (Article 20 of GAC)

Prices shall be firm and not subject to any price revision.

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

1.1 Price updating modalities (not applicable)

ARTICLE 15: EVALUATION OF WORK DONE

The work done shall be evaluated using the unit price.

ARTICLE 16: ADVANCES (article 28 of the GAC)

16.1 The Contracting Authority may grant a start-off advance equal to 20% of the amount of the contract].

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

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

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

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

Article 17: PAYMENT FOR WORKS (articles 26, 27 and 30 of the GAC supplemented)

17.1 Establishment of works executed

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

17.2 Monthly detailed account

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

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

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

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

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

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

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

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

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

ARTICLE 18: PENALTIES FOR DELAY

A. Penalties for lateness.

18.1 The amount set for penalties for delays is set as follows:

- One two thousandth (1/2000th) of the initial jobbing order amount all taxes inclusive per calendar day of delay from the first (1st) to the thirtieth (30th) day beyond the contractual time-limit.
- One one thousandth (1/1000th) of the initial amount of the jobbing Order inclusive of all taxes per calendar day beyond the 30th day.

18.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial jobbing order inclusive of all taxes.

B. Specific penalties.

18.3 Apart from penalties of overrun of the contractual deadlines, the contractor is liable to the following special penalties for the non-respect of the provisions of the contract. Notably:

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

ARTICLE 19: FINAL DETAILED ACCOUNT (article 34 of the GAC)

19.1 [Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].

After completion of the works and within a maximum time-limit of **30 days** after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

19.2 [Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager (maximum one month)].

19.3 [Indicate the time-limit available to the contractor to return the signed final detailed account (maximum 1 month)].

ARTICLE 20: GENERAL AND FINAL DETAILED ACCOUNT (article 35 of the GAC)

20.1 The Contract Manager or the Project Manager has up to thirty (30) days to establish the general detailed account and forward to the contractor after final acceptance.

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

- The final detailed account,
- The balance
- The summary of monthly payments on account.

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

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

ARTICLE 21: TAX AND CUSTOMS SCHEDULE

Decree No. 2003/651 of 16 April 2003 to lay down the conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to industrial and commercial projects, including the AIR which is a deduction on company taxes;
- Registration dues in accordance with the tax code;
- Dues and taxes attached to the execution of services provided for in the jobbing order;
- Duties and taxes of entry in to Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the execution of building materials and water.

These elements shall be included in the costs which the enterprise inputs on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes. All prices inclusive taxes mean VAT included.

ARTICLE 22: REGISTRATION AND STAMP DUTY

Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF THE WORKS

ARTICLE 23: NATURE OF THE WORKS (article 46 of GAC)

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

ARTICLE 24: ROLE AND RESPONSIBILITIES OF THE PROJECT OWNER (GAC supplemented)

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

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

ARTICLE 25: EXECUTION TIME-LIMIT OF THE CONTRACT (article 38 of the GAC)

25.1 The time-limit for the execution of the works forming the subject of this contract shall be **one hundred and twenty (120) days**.

25.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

ARTICLE 26: ROLES AND RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Engineer in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessity for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To this end, he cannot use any omission or under estimation of the works to make any claims of any nature whatsoever.

Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before reception, failing which the Contracting Authority shall automatically proceed with it soon after the expiry date, at the contractor's expense.

ARTICLE 27: PROVISION OF DOCUMENTS AND SITE (article 42 of the GAC)

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

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

ARTICLE 28: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES (article 45 of GAC)

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

- Liability insurance, business manager;
- Comprehensive insurance of the site;
- Insurance covering its ten-year obligation, where applicable.

ARTICLE 29: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR (Article 49 of the GAC supplemented)

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

29.1 Programme of works, Quality Assurance Plan and others (to be specified).

a) Within a minimum deadline of *[Fifteen (15) days]* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *[six (6)]* copies for the approval of *[Contract Manager after the endorsement of the Project Manager (or Project Engineer)]* the execution programme of

the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

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

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

29.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most one month (*specify the duration which must not exceed one month*) prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Contract Manager or Project Manager has a deadline of *fifteen (15) days* to examine and make known his observations. The contractor then has a deadline of [*eight days*] to present a new file including the said observations.

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

ARTICLE 30: ORGANISATION AND SAFETY OF SITES (article 50 of the GAC)

30.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of (01) one month after the notification of the Administrative Order to commence work.

30.2 The contractor shall respect all standard safety measures during the execution and shall clear the site upon completion of the works

ARTICLE 31: IMPLEMENTATION OF STRUCTURES

31.1 The engineer shall within a maximum of fifteen (07) days following the date of notification of the service order to commence work, make himself available to the contractor for the setting out of the structures

31.2 Commencement of work: Before the commencement of work, the authorizing officer shall convene an enlarged site meeting with the following in attendance:

- The Project Owner (authorizing officer)Chairman
- Control Engineer,.....Secretary
- The Divisional Delegate of MINMAP or his representative,.....Observer
- The Divisional Delegate of Environment and Nature protection...Member
- The Project Manager;..... Member
- The Divisional Delegate of MINEPAT or his representative;.....Member
- The Chief Medical Officer PMI Kumbo or his representative;.....Member
- The Contractor or his Representative..... (Member)

ARTICLE 32: SUB-CONTRACTING

This jobbing order may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial jobbing order amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said jobbing order.

ARTICLE 33: WORKS SITE JOURNAL (LOG BOOKS)

33.1 The worksite journal shall be systematically jointly signed by the Engineer and the Contractor's representative each site visit.

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

Article 34: Use of explosives (article 60 of the GAC)

Subject to restrictions or prohibitions possibly stipulated in the SAC, the contractor must take under his responsibility, all the necessary precautions so that the use of explosives is not dangerous to the personnel and third parties and does not cause damage to neighbouring property and structures as well as to the structure forming the subject of the contracting.

CHAPTER IV: ACCEPTANCE

ARTICLE 35: PROVISIONAL ACCEPTANCE (article 67 of the GAC)

36.1 PRE-ACCEPTANCE OPERATIONS

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

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

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

- The Control Engineer..... (Secretary)
- The Contractor or his Representative..... (Member)
- The Project Manager (Member)

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

35.2 Acceptance The contractor shall request the Authorizing officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the contract Engineer and call for the task by a letter of invitation

The acceptance commission shall comprise:

- The Project Owner (authorizing officer)..... (Chairman)
- Control Engineer..... (Secretary)
- The Divisional Delegate of MINMAP or his representative..... (Observer)
- The Project Manager;..... (Member)
- The Contractor or his Representative..... (Member)

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

of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

ARTICLE 36: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

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

36.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 34.1 above.

ARTICLE 37: GUARANTEE TIME LIMITS

The guarantee period shall be **one (1) year** to run from the date of the provisional reception of the works.

ARTICLE 38: FINAL ACCEPTANCE

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

The procedure for final reception shall be the same as for provisional reception.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 39: TERMINATION OF THE CONTRACT (article 74 of the GAC)

The jobbing order may be terminated as provided for in Article 182 of Decree No. 2018/300 of 20 JUNE 2018 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC especially in case of:

- Delay of more than fifteen (15) days in the execution of a Service Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10% of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent non payment for services.

ARTICLE 40: FORCE MAJEURE (Unforeseen Circumstances)

If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- Rainfall: 200 millimetres in 24 hours;
- Wind: 40 metres per second;
- Flood: decennial flood frequency.

ARTICLE 41: DISAGREEMENTS AND DISPUTES (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this contract may be settled amicably.

Where no amicable solution can be found for a disagreement, it is brought before the competent court in Bui Division of the Republic of Cameroon

ARTICLE 42: DIFFERENCES AND DISPUTES

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the competent court in Bui Division of the Republic of Cameroon.

ARTICLE 43: PRODUCTION AND DISSEMINATION OF THIS CONTRACT

The jobbing order shall be produced by the Contracting Authority and the contractor shall multiply it in Ten (10) copies at his expenses.

ARTICLE 44 AND LAST: ENTRY INTO FORCE OF THIS JOBBING ORDER

This jobbing order shall be regarded as finally concluded after its signature by the Mayor of Mbiame and it shall only come into force after it has been notified to the Contractor

DOCUMENT N° 5
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1. SITE WORK

SCOPE OF WORK

1. Setting out building, establishing of lines, grades and benchmarks,
2. All excavation work including all necessary shoring, bracing, and drainage of storm water from site.
3. All backfilling and grading, removal of excess material site.
4. Protection of property, work structures, workmen, and other people from damage injury.

LINES, GRADES AND BENCHMARKS

1. Set out accurately the line of the building and of the other structures included in the work, and establish grade therefore, after which secure approval by engineer before any excavation work is commenced.
2. Erect some basic batter boards and basic reference marks, at such places where they will not be disturbed during the construction of the foundation.

2. EARTHWORKS

EXCAVATION:

Excavations shall be to the depths of safe bearing values, excavations for footings and foundations required depths shall be filled with concrete, and bottom of such shall be levelled. All structural excavations shall extend a sufficient distance from the walls and footings to allow for proper erection and dismantling of forms, for installation of services and for inspection. All excavations shall be inspected and approved before pouring any concrete, as well as for the placing of selected fill materials.

he contractor shall control the grading in the vicinity of all excavated areas to prevent surface drainage running into excavations. Water accumulated in executed areas shall be removed by pumping before concrete is placed.

FILLING AND BACKFILLING

After forms have been removed from footing, piers, foundations, walls, etc and when setting of concrete is hard enough to resist pressure resulting from fill, backfilling may then be done. Materials excavated may be used for backfilling, all filling shall be placed in layers not exceeding (15 cm) in thickness, each layer being thoroughly compacted and rammed by wetting, tamping and rolling to desired density.

PLACING AND COMPACTING FILL

- Ordinary fill shall be approved on site-and could be select approved excavated material free from roots, stumps and other perishable or objectionable matter.
- Select fill-shall be placed where indicated and shall consist of crushed rock, or a combination there of. The material shall be free from, vegetable matter and shall be thoroughly tamped after placing.
- Before placing fill material, the surface upon which it shall be placed shall be cleared of all bush roots, vegetable matter and debris, scarified and optimally wetted to insure good bonding between the two layers

DISPOSAL OF SURPLUS MATERIALS

- Any excess material remaining after completion of the earthwork shall be hauled and spreading in nearby spoil areas designated by the owner.
- Excavated material deposited in spoil areas is graded to a uniform surface.

disposed of by

3. WATER PROOFING

DAMP-PROOF COURSE:

The horizontal and vertical damp-proof course, unless otherwise specified, shall be:

- (a) Of Bituminous sheeting.
- (b) Of Polyethylene sheeting, surfaces 0,38 mm thick (375 microns).

The damp-proof course shall be the full thickness of walls above foundations, plus the width of sleeper plates where these occur, and shall be laid without longitudinal joints. At end joints, angles and intermediate junctions the sheeting shall be lapped 150 mm. Where so specified all laps in the damp proof course shall be sealed over the whole area of laps, to an approved method. Care shall be taken not to tear or otherwise damage the sheeting.

Similar damp-proof course, 120 mm wide, shall be laid on sleeper piers under the floor bearers.

DAMP-PROOF MEMBRANE:

The under surface bed damp-proof membrane, unless otherwise specified shall be:

Of polyethylene sheeting, plain surfaces 0,25 mm thick (250 microns) laid in the widest practical widths to minimize joints and shall be turned up, dressed to load bearing walls and if applicable lapped with the damp-proof course in the walls.

4. REINFORCED CONCRETE:

GENERAL

Unless otherwise specified herein concrete works shall conform to the standard requirements of civil engineering practise;

MATERIALS

- **Cement:** Cement for the Concrete shall conform to the requirements of specifications for the Artificial Portland cement (CPA 325) of the CIMENCAM S.A.
- **Water** used in mixing compress earth and cement block work or concrete shall be clean and free from any other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
- **Sand:** Fine aggregates shall consist of hard, tough, durable and uncoated particles. The shape of the particles shall be generally rounded or cubicle and reasonably free from flat or elongated particles. The stipulated percentages of fines in the sand shall be obtained either by the processing of natural sand or by the production of suitably graded manufactured quarry sand.
- **Gravel:** Coarse aggregate shall consist of, crushed gravel or rock; it shall be of hard, tough, durable, lean and uncoated particles.
- **Reinforced Bars:** It shall conform to the requirements of standard specifications for steel Bars for concrete reinforcement and to specification for minimum requirements for the deformed steel bars for concrete specifications.
- All secondary ties such as stirrups, spirals and insets may be plain bars of:

NO 1. ϕ 6mm

The main and subsidiary reinforcing bars for beams, columns and slabs shall be as follows:

NO 1. ϕ 8mm

NO 2. ϕ 10mm

NO 3. ϕ 12mm

NO 4. ϕ 14mm

The reinforcement must be tied form using binding wire. Do not superpose more than 3 bars by putting 1 on top of the other. Bars having the largest section must always be provided with hooks at their extremes.

PROPORTIONING AND MIXING OF CONCRETE

- Proportions of materials in 1 m³ of concrete shall be as follows

Class	Cement	Sand	Gravel	Use
'A' 450Kg/1m ³	1	1	2	Retaining walls, concreting under water
'B' 350Kg/1m ³	1	1	2.5	Footings, columns, beams & R.C. slabs
'C' 250Kg/1m ³	1	3	4	Blinding concrete, slab

- All class of concrete shall have a 28-day strength of 2.5KN/m^2 for all concrete work, except otherwise indicated on the plan.
- Mixing – concrete shall be machine mixed. Mixing shall begin within 30 minutes after cement has been added to aggregates. In the absence of a concrete mixer, manual mixing is allowed on a clean slab which should be at least 3 times dry and 2 times wet and has to be approved by the engineer.

FORMWORK

As concerns temporary forms to accommodate concrete for the setting time of its constituents the following must be considered:

- Forms shall be used wherever necessary to confine the concrete and shaped it to the required lines to avoid the concrete from contamination with materials from the surroundings. They shall be of sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall be maintained rigidly in the correct position. They shall also be sufficiently tight to prevent loss of mortar from the concrete, for forms exposed surfaces against which backfill is not to be placed shall be lined with form grade plywood.
- Cleaning and oiling of forms – Before placing the concrete, the contact surfaces of the form shall be leaned of mortar, grout or other foreign materials, and shall be coated with commercial form oil that will effectively prevent bush hammering and will not stain the concrete surface.
- Removal of forms – They shall be removed in the manner, which will prevent damage to the concrete. They shall not be removed without approval. Any repairs of surface imperfections shall be performed at once and airing shall be started as soon as the surface is sufficiently hard.

PLACING REINFORCEMENT

- **GENERAL** – Steel reinforcement shall be provided as directed, together with all necessary wire ties, chairs, spacers, supporters and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed shall be free from loose, flaky rust and scale oil grease, clay and foreign substances that would reduce or destroy its bond with concrete. Reinforcement shall be placed accurately and secured in place by use of metal or concrete biscuits, spacers and ties. Such supports shall be of sufficient strength to maintain the operation. The supports shall be used in such manner that they will not be exposed or contribute in any way to the deterioration of the concrete.
- **PLACING** – Concrete shall be vibrated into the corners and angles of the forms and around all reinforcements and embedded items without permitting the material to segregate. Concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequent segregation is reduced to a minimum near forms or embedded items or elsewhere as directed, the discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30cm in depth within the maximum, lateral movements specified.
- Time interval between mixing and placing concrete shall be placed before initial set has occurred and before it has contained its water content for more than 45 mins.
- Consolidation of Concrete – Concrete shall be consolidated with the aid of; mechanical vibration equipment and supplemented by hand spading and tamping vibrators shall not be inserted into the lower course that have commenced initial set and reinforcement embedded in concrete beginning to set or already set shall not be disturbed by vibrators. Consolidation around major embedded parts shall be by hand spading and tamping and vibration shall not be used.
- Placing concrete through reinforcement – In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the congestion of steel near the forms makes placing difficult, a layer of mortar of the same cement sand ratios as used in concrete shall be first deposited to cover the surface.

CURING

- **GENERAL** – All concrete shall be moist cured for a period not less than 7 consecutive days by an approved method or combination applicable to local conditions.
- Moist Curing – The surface of the concrete shall be kept continuously wet by covering with plastic or other approved materials thoroughly saturated with water and keeping the covering by wet spraying or intermittent hosing.

FINISHING

- Concrete surfaces shall not be plastered unless otherwise indicated. Exposed concrete surfaces shall be formed with plywood, and after removal of forms, the surfaces shall be smooth to line and shall present finished appearance except for minor defects which can easily be repaired by patching with cement mortar or can be ground to a smooth surface to remove all joint marks of the form work.
- Concrete slabs on fill. The concrete slab on fill shall be laid on a prepared foundation consisting of sub grade and granular fill with thickness equal to the thickness of over laying slab except as indicated otherwise.

5. BLOCK WORKS

MATERIALS

- Compress earth or Cement hollow blocks shall have a minimum face wall thickness of 20cm. Normal sizes shall be 20, 15, 10cm thick with height of 20cm and length of 40cm for foundation, load bearing, and partition walls. All units shall be stored for a period of not less than 28days (including curing period) and shall not be delivered to the job site prior to that time unless the strength equal or exceed those mention in these specification.
- Sand shall be from the river, well screened, clean, hard, sharp siliceous, free from loam, silt or other impurities, composed of grains of varying sizes within the following limits:

Sieve N°	Passing/Retain	Percentage
9	Pass	100
16	Retained	5
100	Retained	7

- Cement shall be Artificial Portland cement, (APC 325)
- Mortar – Mix mortar from 3 – 5mins in such quantities as needed for immediate use, re-tampering will be permitted if mortar stiffens because of premature setting. Discard such materials as well as those, which have not been used within 1hr after mixing.
- Proportioning: Cement mortar shall be one (1) part Portland cement and two (2) parts sand by volume but not more than one part Portland cement and three (3) parts sand by volume.

	Normal Proportion	Maximum Proportion
Cement	1	1
Sand	2	3

ERECTION

- All masonry shall be laid plumb, true to line, with level and accurately spaced courses, and with each course joint coinciding with the course below. Courses shall be kept plumb through out, corners shall be plumb and true. Units with greater than 12% absorption shall be wet for at least 2 hrs before laying. Work required to be built in with masonry, including anchors, wall plugs and accessories, shall be built as the erection progresses.
- Masonry Units – Each course shall be solidly bedded in Portland cement mortar. All horizontal and vertical points shall be completely filled with mortar and as laid, each course shall be bonded at corners and intersections. No cells shall be left open in face surfaces. All cells shall be filled up with mortar for exterior walls. Units terminating against beam or slab so fit shall be wedged tight with mortar. Do not lay cracked, broken or detached block.
- The block work shall be carried up in a uniform manner, no one portion being raised more than 1, 2 m above another at one time.
- Lintels shall be of concrete and shall be reinforced as directed by the site engineer. Lintels shall have minimum depth of 20 cm and shall extend at least 50cm on each side of opening.

MORTAR JOINTS:

- Mortar joints to block work generally shall be between 10 and 20mm in thickness.
- The joints in block work receiving plaster, tiling or similar finishing, shall be raked out whereas; the mortar is soft to form key for the plaster or mortar backing. The depth of the raking out will depend

on the condition of the blocks; the rougher the blocks on face the shallower the raking out and the smoother the blocks the deeper the raking out.

6. PLASTERING:

Walls shall be well wetted and spatter dashed before plastering is commenced.

The rendered surfaces shall be steel trowelled to a smooth, even and true finish. External plaster shall be finished to a true and even surface with a wood float and formed. All plaster surfaces shall be free from blemish and will receive 2 coats of paint.

Plaster shall be returned into reveals and soffits of openings, and all angles shall be true and straight with salient angles slightly rounded.

The Engineer shall approve the rendering coat of plaster in two-coat work before the setting coat is applied, and notice shall be given to the Engineer, when it is ready for inspection.

All cracks, blisters and other defects shall be cut out and made good and the whole left perfect at completion.

Plaster on walls shall be not less than 12 mm or more than 20 mm in thickness, and plaster on concrete ceilings and beams shall not be less than 9 mm or more than 16 mm in thickness, unless otherwise specified.

SCAFFOLDING

Provide all scaffolding required for masonry works, including cleaning down on completion remove.

7. FLOORING AND TILING

SCREED FLOOR:

- Concrete sub-floors finished with wood mosaic, vinyl sheeting and tiles, and similar finishing shall be screed with 3:1 cement mortar, of thickness required but in no case less than 10 mm, and steel trowel to a true and smooth surface suitable to receive finishing's. Concrete sub floors finished with wood block and similar finishing, shall be screed but finished to a true and even surface with a wooden float. The sand used in the mortar shall be of such fineness such that it will allow the screed being trowel to a surface suitable to receive the finishing.
- The screed shall be laid before the concrete sub-floors have matured otherwise the exposed surfaces of concrete shall be thoroughly cleaned with a wire brush, and a coat of neat cement grout applied immediately before the screed is laid.
- The screed shall be laid in good time to allow it perfectly dry when the finishing is laid.
- No traffic shall pass over nor shall any building operations take place on the screed without proper covering being provided.

VITRIFIED FLOOR TILE INSTALLATION

- Do not start floor tiling when it involves both walls and floors, place the wall tiles before starting those of the floors.
- Before spreading setting bed, establish borderline centre wires in both directions to permit laying pattern with minimum of cut tiles. Lay floors without borders from centreline outwards. Make adjustments at walls.
- Clean concrete sub floor and moisten it without soaking. Sprinkle dry cement over surface. Spread setting bed mortar on concrete and tamp to assure good bond over the entire area then screed to smooth level bed. Set average setting bed thickness at 15mm but never less than 12mm.

WALL TILE FIXING.

- Scratch coat for application, as foundation coat shall be at most 12mm while still plastic, deeply scratch coat or scratch and cross scratch. Protect scratch coat and keep reasonably moist within seasoning periods. Use mortar for scratch, float coat, within 1hr after mixing. Tempering of partially hardened mortar is not permitted. Scratch coat shall be cured for at least 2 days before starting tiling.
- For last coat, use one part Portland cement, one part hydrated lime.
- The tiles shall alternatively be fixed directly to plastered walls with an adhesive approved by the Engineer or the tiles shall be fixed direct to walls in 3:1 cement mortar with horizontal and vertical joints continuous, and shall have all joints rubbed in solid with neat white cement grout. Tiles shall be well soaked in water before fixing and thoroughly cleaned off after fixing.

8. CARPENTRY AND JOINERY WORK

MATERIALS

QUALITY OF TIMBER:

Timber shall be of approved quality of the respective kind for the various parts of the works, well seasoned, thoroughly dry, and free from large, loose, or unsound knots, saps, shakes and other imperfections impairing its strength durability or appearance. All finishing timber to be used shall be completely dried and shall not contain more than 14 % moisture. It may be of the following (Doussie, Maobi, Tali, Azobe, Iroko, Bobinga, Mahogany etc)

TREATMENT OF THE TIMBER:

- All concealed timber shall be sprayed with solignum or its equivalent
- Surfaces in contact with masonry and concrete shall be coated with creosote or equivalent.
- All door/window sashes shall be well-seasoned, flush type or semi hollow core or solid core, plywood veneers on both sides. Exterior door shall be of dried panel doors.

KIND OF TIMBER

All unexposed timber for framing shall be of hard wood (mahogany, iroko, etc). All window and doorjamb shall be of hard wood Balcony railings, flooring, girder and joints shall be also of hard wood. All interior flooring shall be of well-seasoned mahogany. Living room wood panels at the second floor shall be of plywood. Eaves shall be of seasoned white wood or Bac Alu. Exterior sidings shall be seasoned sun dried V-cut white wood or Bac Alu.

9. ARCHITECTURAL FINISHES SCHEDULE:

FLOORING

Interior flooring may be normal or of vitrified tiles of 300 x 300mm

Toilet floors shall be of mosaic tiles.

Balcony floors may be normal or of 210x210mm vitrified tiles

WALLING

All interior partitions shall be of 15cm thick block walls.

Exterior walling shall be 15cm thick block work.

Walls shall be plastered and given a good finish.

Toilet wall finish shall be of 150x150mm ceramic tiles.

CEILINGS

All interior ceiling shall be of strip block ceiling

Outside ceiling eaves shall be of strip toll lace ceiling, with air Vents covered with screen.

DOORS

All interior, doors shall be hollow core flushed door of well seasoned wood panels.

All toilet doors shall have one side using waterproofed plywood facing inside. Bring float coat to flush with screed or temporary guide strips placed to the even surface at proper distance from the tile-finished face.

Setting wall tiles; soak wall tiles thoroughly in clean water before setting. Set wall tile by trowel neat Portland cement skim coat on the float coat or apply skim coat to back of each tile unit. Immediately float tile in place. Make joints straight, level and perpendicular. Maintain vertical joints plumb.

Grouting: Grout joints in wall tile with neat white cement immediately after suitable area of tile has been set. Tool joints slightly concave, cut excess mortar and wipe from face tile. Roughen interstices of depressions in mortar joints after grout has been cleaned from surface. Make joints between wall tile, plumbing and other built in fixtures with light colour caulking. Immediately the grout has had its initial set, give the wall surfaces protective coat of non-corrosive soap.

All exterior doors shall be solid panel doors or of metallic panels.

WINDOWS

All windows shall be of aluminium casement.

Other windows as indicated in the plan shall be glass [alousie.

Glass and glazing: all windows shall be glazed on the outside with aluminium casement in a neat trim line manner, with aluminium glazing chips.

Provide fanlight above the windows, doors, and wall partition of bedrooms.

FINISHING HARDWARE.

Butt hinges: unless otherwise approved, use brass, polished and finely finished, mortise ball bearing 5 knuckles, non rising loose pins. Use one and one-half pairs (3) pairs of hinges per leaf of doors more than 1.80m high, loose pin butt for room doors, fixed pin butt for closed.

Keying and keys: locks shall be keyed in sets and sub sets to provide maximum expansion. All sets shall be grand master and all entrance locks shall be great grand mastered keyed per unit.

Rim bolts: Rim bolts keeper shall be chrome finished.

Door bumpers: Where wooden doors shall strike an object during opening provide door bumper.

Cabin hinges: It shall be "Washington" type or Plano hinges heavily chrome or nickel-plated. Cabinet and closet catches shall be plastic roller types.

Provide Yale door closers for all swing exterior doors. (Pivoted)

Provide heavy-duty head and foot bolt for the main entrance doors.

10. ROOFING

MATERIALS:

ROOF SHEATHING: shall be roofing tiles or corrugated aluminium according to standard specifications

INSTALLATION WORKMANSHIP:

Sheathing – layout the roofing sheets in a manner that the side over lap faces away from the prevailing wind. Provide adequate overlap on ends. Secure the roofing sheets to purlin by using bolt anchors or zinc nails.

11. PLUMBING WORKS:

GENERAL:

All work shall be done under the direct supervision of a licensed plumber and in strict accordance with this specification and of the methods as prescribed.

MATERIALS:

Diameters, of evacuation tube to be used in fitting.

Wash hand basin.....	32mm
Vitrified porcelain urinals	40mm
Pool baths	40mm
Taps	32mm
Showers	40mm
Toilet seats	100mm
Collections & canalisation of rain water	100/125/200mm

ALTERNATE MATERIALS:

Alternate material allowed, provided such alternate as approved by engineer such as PVC pipes for sewer and drainage pipes.

Each length of pipe, fitting, fixture and device used in plumbing system shall have cast, stamped or indelibly marked on it, manufacturer's trademark.

INSTALLATION:

- Install plumbing fixtures as indicated on drawing, furnishing all bracket, cleats clip plates and anchors required supporting fixtures rigidly in place.
- Install all fixtures and accessories in locations directed in accordance with the manufacturer's instructions, minimizing pipe fittings.
- Protect items with approval means to maintain perfect conditions. remove work damaged or defective and replace with perfect item without extra cost to owner;
- All PVC soil drainage pipes shall have a minimum slope of 1%.
- Vertical pipes shall be secured strongly by hooks to building framing. Provide suitable bracket or chairs at the floors from which they start. Where an end or circuit vent pipe from any fixtures or line of fixture is connected to a vent line serving other fixtures, connection shall be at least 1.20m above floor on which fixtures are located, to prevent use of any vent line as a waste. Horizontal pipes shall be supported by well-secured strap hangers.

- Connection of water closets to soil pipes shall be made by means of flanged plates and asbestos packing without use of rubber putty or cement.

ROUGH-IN

- All items to be embedded in concrete shall be thoroughly clean and free from all rust, scale and paint.
- All changes in pipe sizes on soil wash and drain shall be provided with reducing fittings or recess reducers.
- Plumber shall take high corrosive nature ground within site into account. Protective features shall be installed to prevent corrosion of all water pipes installed underground.
- Extend piping to all fixtures, outlets and equipment, from gate valves installed in the branch near the riser.
- All pipes shall be cut accurately to measurements, and worked onto place without springing or forcing.
- Care shall be taken as not to weaken structural portions of the building.

12. ELECTRICAL WORKS

SCOPE OF WORK

- The work consist of furnishing of all materials and labour, tools and equipment and all necessary services to complete the electrical work ready for operation as shown in the drawings and specified as follows:
- Supply and installation of the main and sub-feeders from electrical panel boards up to service entrance.
- Supply and installation of electrical panel boards, gutters, pull box and accessories box as required.
- Supply of wiring devices porcelain receptacles, outlets, switches etc. complete with suitable cover plates as per specifications.
- Supply and installation for all branch feeders' circuits from panel boards up to all outlets, switches, controls other loads; wiring as show in plan.
- Installation of all owners furnished material such as lighting fixtures and electrical control.
- Grounding system as per EE Code requirements.
- The contractor shall secure that all EE standards are respected

CODES AND REGULATIONS:

The electrical work shall be done in accordance with all the requirements from the latest issue Cameroon Electrical codes, with rules and regulations and ordinances of the local enforcing authorities and Requirements of the AES SONEL Company.

DRAWINGS AND SPECIFICATION:

- All installation shall be done in a workmanlike manner and include all necessary works that may not be clearly indicated in the plans or schematic but necessary to attain the purpose or intent of the design scheme.
- The plan indicating the general lay out of the system and the location of outlets are diagrammatic, and may be adjusted as required by the Engineer before installation.
- The contractor shall record all accomplishments as work progresses in a set of records plan. Three (3) sets of drawing shall be duly signed and sealed by the supervisor-in charge of construction shall be submitted for the owners and Engineer's references and maintenance purposes.

MATERIALS AND WORKMANSHIP.

All materials to be supplied shall be new and of high quality. Materials shall be standard products from reputable manufactures.

ELECTRICAL SPECIFICATIONS:

- Power service 220 volts, single phase, and 3 wires solid neutral 50hertz.
- Wiring methods: all power and control wiring shall be in rigid mild steel conductor.
- Grounding: Panel boards, race ways, gutters, metallic conduits and other non-current carrying metal parts of equipment, heaters, motor frames, shall be provided with effective grounding connection to a grounded cold centre pipe.
- Main and branch feeders:
- Conductors and complete conduct systems shall be provided as shown in drawing and no change, in sizes shall be made without approval by the Engineer or his authorized representative.
- Panel Board:
- Furnish and install the electrical panel-boards as shown in plan.
- Receptacles switches: Outlets:
 1. Provide as indicated in drawing, the switches and receptacles with proper cover plates: Switches shall be of the quiet-mastic type, or approved equal.
 2. Receptacles shall be duplex with proper cover plates rated 10amp. Min 220V.
 3. Lighting outlets at ceiling shall be provided with 100mm octagonal box. Using TW wire CHB in flexible conduit makes connection from fixture to boxes.

LIGHT FIXTURES:

- Lighting fixtures shall be furnished and installed by the contractor. Detail of fixture design when not standard shall be shown in the Architectural Drawing.
- Fluorescent fixtures shall be complete set with lamps and ballast of high quality, Philips G. C. phallic or approved equal.

WIRES AND CABLES:

No wires shall be drawn into a raceway until it is complete with all necessary fitting, boxes supports. Connections shall be securely fastened such as not to loosen under vibration and normal strain. All connections splices shall be made with approved methods.

13. APPLICATION:

- Fire retardant chemicals must be applied by the fire Retardant applicator duly authorized by the fire retardant chemical manufacturer/blender and certified by the fire code implementing agencies. The applicator and/or his men must follow good painting practices using paintbrush, spray or rollers. They must conform to the following rate of application.
- All wooden doors and stairs shall be treated with fire retardant at the rate of 3m² per gallon for class a flame spread rating or the three (3) coatings.
- All ceiling boards, panelling and all wooden structures of the building that are found along corridors, lobbies and kitchen shall be treated at the rate of 13.5m² per gallon or two (2) coating.
- All interior panelling, ceiling, floors, closets, cabinets and all other wooden components found in the interiors of the building shall be treated with fire retardant chemicals at the rate of 18.6m for 1 gallon or one coat.
- All other exterior wooden based component of the building such as sidings, fascia boards, eaves, etc. shall be treated with fire retardant at the rate of 13.5m² per gallon or two (2) coatings.

14. GUARANTEE:

- The contractor shall and hereby warrants that all fire retardation work executed under this section shall be free from defects of materials and workmanship for a period of five (5) years from the date of completion of application.
- The contractor further agrees to that he will at his own expense repair and replace all such defective work and all other works damage thereby which becomes defective during the term of this warranty. He also has to allow a retention fee of 10% of total cost of the contract for the guarantee period.

DOCUMENT N° 6
SCHEDULE OF UNIT PRICES

**SCHEDULE OF UNIT PRICES FOR THE CONSTRUCTION OF PRIVATE WARDS AND A MEDICINE STORE AT
P.M.I KUMBO, KUMBO CENTRAL SUBDIVISION, BUI DIVISION OF THE NORTH WEST REGION.**

ITEM	DESCRIPTION	U	AMOUNT	IN WORD
100: PRELIMINARY WORKS				
101	Installation of work site	FF		
102	Studies (execution planning, report of execution etc)	FF		
SUB TOTAL 100				
200: EARTHWORKS				
201	Digging of trenches and pillars footing	MI		
SUB TOTAL 200				
300: FOUNDATION				
301	Blinding concrete of 5cm thick	M ³		
302	Foundation wall in blocks of 20x20x40cm (corefilled)	M ²		
303	R.C for footings, pillars and ground beam	M ³		
SUB TOTAL 300				
400: WALL MASONARY				
401	Wall elevation with blocks of 15x20x40cm	M ²		
402	Rendering and plastering to all walls dosed at 200kg/m ²	M ²		
403	Concrete floor of 8cm thick	M ³		
404	R.C for lintel, pillars and tie beam	M ³		
SUB TOTAL 400				
500: METALLIC/WOOD WORKS				
501	Metal door of (1.20x2.10) with a 3 key outlet lock	No		
505	Wooden door of (0.70x2.10) for toilets with frame and a 3key outlet lock	No		
507	Doors of 0.90x2.10 in hard wood with frame and a 3 key outlet lock	no		
508	Aluminum glazed window of 120x120 with protectors	no		
	Aluminum glazed window of 60x60 with protectors	no		
SUB TOTAL 500				
600: ELECTRICAL INSTALLATIONS				
601	General electrification	LS		
SUB TOTAL 600				
700: ROOF/CEILING WORKS				
701	Treated roof trusses of (5x15)cm hard wood	M ³		
702	Purlins of (5x8)cm treated	M ³		
703	Rigid covers and gutters	ML		
704	Roofing sheet Tol Bac 5/10	M ²		
705	Facia board of 35cm wide plained and treated	ML		
706	Facia zink Tol bac 5/10	ML		
707	Tole lisse	no		
708	Plywood ceiling including noggings	M ²		
SUB TOTAL 700				
800: PAINTING/TILLING				
801	Priming coat in ordinary paint (national paint)	M ²		
802	Two coats of water based paint (pantex 800) on internal walls/ceiling	M ²		
803	Two coats of water resistant paint (pantex 1300) on external walls	M ²		

804	Oil paint on metallic doors and protectors	LS		
805	tiles on all toilet walls (2m high)	m2		
806	Mosaic tiles on all toilet floors	m2		
807	Cement paste finish on rest of floors	m2		
	SUB TOTAL 800			
	900: PLUMBING/SANITATION WORKS			
901	Septic tanks and soak-away pits	U		
902	Towel hangers + accessories	U		
903	Showers + accessories	U		
904	Wash hand basins + accessories	ff		
905	Water closet (english mark) + accessories	ff		
906	Soup top + accessories	ff		
907	Toilet mirror + accessories	ff		
	SUB TOTAL 900			
	1000: HYGIENE AND ENVIRONMENTAL PROTECTION			
1001	Environmental IMPACT NOTICE (under the supervision of DD Environment BUI) The price include: consultancy for elaboration and production of terms of reference, production of EIN, implementation of the recommendations from the report. A lump sum cost	No		

DOCUMENT N°. 7
BILL OF QUANTITIES AND ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF PRIVATE WARDS AND A MEDICINE STORE AT P.M.I KUMBO, KUMBO CENTRAL SUBDIVISION, BUI DIVISION OF THE NORTH WEST REGION.

ITEM	DESCRIPTION	U	QTY	U. PRICE	AMOUNT
100: PRELIMINARY WORKS					
101	Installation of work site	FF	1		
102	Studies (execution planning, report of execution etc)	FF	1		
SUB TOTAL 100					
200: EARTHWORKS					
201	Digging of trenches and pillars footing	MI	136,3		
SUB TOTAL 200					
300: FOUNDATION					
301	Blinding concrete of 5cm thick	M ³	4,1		
302	Foundation wall in blocks of 20x20x40cm (corefilled)	M ²	109		
303	R.C for footings, pillars and ground beam	M ³	9,582		
SUB TOTAL 300					
400: WALL MASONARY					
401	Wall elevation with blocks of 15x20x40cm	M ²	340		
402	Rendering and plastering to all walls dosed at 200kg/m ²	M ²	680		
403	Concrete floor of 8cm thick	M ³	11,13		
404	R.C for lintel, pillars and tie beam	M ³	13,1		
SUB TOTAL 400					
500: METALLIC/WOOD WORKS					
501	Metal door of (1.20x2.10) with a 3 key outlet lock	No	2		
505	Wooden door of (0.70x2.10) for toilets with frame and a 3key outlet lock	No	5		
507	Doors of 0.90x2.10 in hard wood with frame and a 3 key outlet lock	no	5		
508	Aluminum glazed window of 120x120 with protectors	no	8		
	Aluminum glazed window of 60x60 with protectors	no	5		
SUB TOTAL 500					
600: ELECTRICAL INSTALLATIONS					
601	General electrification	LS	1		
SUB TOTAL 600					
700: ROOF/CEILING WORKS					
701	Treated roof trusses of (5x15)cm hard wood	M ³	3,655		
702	Purlins of (5x8)cm treated	M ³	3,87		
703	Rigid covers and gutters	ML	56,1		
704	Roofing sheet Tol Bac 5/10	M ²	215		
705	Facia board of 35cm wide plained and treated	ML	57,3		
706	Facia zink Tol bac 5/10	ML	50		
707	Tole lisse	no	35		
708	Plywood ceiling including noggings	M ²	139,1		
SUB TOTAL 700					
800: PAINTING/TILLING					
801	Priming coat in ordinary paint (national paint)	M ²	680		
802	Two coats of water based paint (pantex 800) on internal walls/ceiling	M ²	340		

803	Two coats of water resistant paint (pantex 1300) on external walls				
804	Oil paint on metallic doors and protectors	M ²	340		
805	tiles on all toilet walls (2m high)	LS	1		
806	Mosaic tiles on all toilet floors	m2	76,8		
807	Cement paste finish on rest of floors	m2	14,1		
		m2	139,1		
	SUB TOTAL 800				
	900: PLUMBING/SANITATION WORKS				
901	Septic tanks and soak-away pits	U	1		
902	Towel hangers + accessories	U	5		
903	Showers + accessories	U	5		
904	Wash hand basins + accessories	ff	5		
905	Water closet (english mark) + accessories	ff	5		
906	Soup top + accessories	ff	5		
907	Toilet mirror + accessories	ff	5		
	SUB TOTAL 900				
	1000: HYGIENE AND ENVIRONMENTAL PROTECTION				
1001	Environmental IMPACT NOTICE (under the supervision of DD Environment BUI) The price includes: consultancy for elaboration and production of terms of reference, production of EIN, implementation of the recommendations from the report. A lump sum cost	No	1		
	SUB TOTAL 1000				
	GENERAL SUMMARY				
ITEM	DESCRIPTION				
100	PRELIMINARY WORKS				
200	EARTHWORKS				
300	FOUNDATION				
400	WALL MASONARY				
500	METALLIC/WOOD WORKS				
600	ELECTRICAL INSTALLATIONS				
700	ROOF/CEILING WORKS				
800	PAINTING				
900	PLUMBING/SANITATION WORKS				
1000	HYGIENE AND ENVIRONMENTAL PROTECTION				
	TOTAL WITHOUT TAXES				
	TVA (19.25%)				
	AIR (2.2%)				
	TOTAL WITH ALL TAXES INCLUSIVE (TTC)				
	NET PAYABLE				

DOCUMENT N° 8
FRAMEWORK OF SUB DETAIL OF PRICES

UNIT PRICE BREAKDOWN

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/MECHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENESES			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 N° 9
MODEL JOBBING ORDER

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE
MINISTRE DE LA DECENTRALISATION ET
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO



REPUBLIC OF CAMEROON
PEACE- WORK-FAIRERLAND
MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

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JOBING ORDER N° _____ /JO/KC/KCITB/PIB MINSANTE 2024 OF _____ 2024 AWARDED
AFTER OPEN NATIONAL INVITATION TO TENDER

N°:001 /ONIT/KC/KCITB/PIB-MINSANTE 2024 OF 19TH MARCH 2024 FOR THE CONSTRUCTION OF
PRIVATE WARDS AND A MEDICINE STORE AT THE KUMBO SUBDIVISIONAL HOSPITAL, BUI DIVISION
OF THE NORTH WEST REGION

HOLDER (ETS ADDRESS): _____
P.O BOX _____ TEL: _____ FAX: _____

TRADE REGISTER N°(N° R.C.): _____

TAX PAYER N°: _____

BANK ACCOUNT N°: _____ AT _____ (BANK)

AGENCY OF: _____

SUBJECT: _____

EXECUTION DEADLINE: _____

AMOUNT IN FCFA: _____

FINANCING:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2 or 5.5 %)	
Net Payable	

BUDGET HEAD: _____

LOCATION: _____

ENTERED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

BETWEEN:

The Government of the Republic of Cameroon, represented by the Mayor of KUMBO COUNCIL hereinafter referred to as the "The Contracting Authority"

ON THE ONE PART,

AND

Enterprise

Whose head office is at

Hereinafter referred to as the "Contractor"

Represented by its Director, Mr./Ms

Address: P.O. Box Tel Fax

Business Registry No

Tax Payers' Card No

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

SUMMARY

Part I: Special Administrative Clause (SAC)

Part II: Special technical Clauses (STC)

Part III: Schedule of Unit Prices

Part IV: Details or Estimates

Page and last of **JOBING ORDER N°** _____ /JO/KC/KCITB/PIB MINSANTE 2024
OF _____ **2024** awarded after an OPEN NATIONAL INVITATION TO TENDER N°:001
 /ONIT/KC/KCITB/PIB-MINSANTE 2024 OF 19TH MARCH 2024
 With

FOR THE CONSTRUCTION OF PRIVATE WARDS AND A MEDICINE STORE AT THE KUMBO SUBDIVISIONAL
 HOSPITAL, BUI DIVISION OF THE NORTH WEST REGION

EXECUTION DEADLINE: FOUR (04) MONTHS

AMOUNT OF JOBING ORDER IN FCFA:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2 or 5.5%)	
Net Payable	

Read and accepted by the Contractor

TOBIN (date)

Signed by the LORD MAYOR KUMBO COUNCIL

TOBIN..... (date)

Registration

DOCUMENT N° 10
FORMS AND MODELS TO BE USED

TABLE OF MODELS

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

Model No. 4: Model of start-off advance bond

Model No. 5: Model retention fund

Annex No. 6: Schedule framework

Annex N°. 1: Model tender

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

Representing the _____ company or enterprise or group¹ with head office at _____
registered in the trade register of _____ under the number No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File:
[recall the subject of the invitation to tender]

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

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

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

Signature of.....in the
capacity of.....duly authorised to
sign the tenders on behalf
of².....

¹ Delete where necessary

² Attach the Power of Attorney

ANNEX N°. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

If the bidder retires his tender during the validity period specified by him in the tender; or

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

ANNEX N°. 4: Model of start-off advance bond

Bank: reference, address _____

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

Signature of the bank

ATTACHMENT No. 5: MODEL OF PERFORMANCE BOND (RETENTION FUND)

Bank: _____

Reference of the bond: No. _____

Addressed to [Indicate the Contracting Authority]

[Address of Contracting Authority]

Hereinafter referred to as "the Contracting Authority"

Whereas _____ [name and address of Supplier] hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the works of [indicate the subject of the work]

Whereas it is stipulated in the contract that the retention fund fixed at [percentage below 10 % to be specified] of the amount of the contract may be replaced by a joint guarantee,

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

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

Represented by _____ [names of signatories] and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of _____
[in figures and letters] corresponding to [percentage below 10 % to be specified] of the contract price³.

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

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

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

Any request for payment formulated by the Contracting Authority by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment. This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

³ In the case where the bond is established once upon start of the works and covers the full bond, that is, 10 % of the amount of the contract

ANNEX N°. 6: Schedule framework

The quantities, daily outputs, the duration of execution of works and the slowdowns or even the due interruptions shall be clearly brought out in the schedules.

The financial schedule resulting from the schedule of works shall indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.

[Signature of the bank]

DOCUMENT N° 11
PRELIMINARY SITE STUDIES

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

Note on preliminary studies

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

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

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

Annex No. 7: Justification of preliminary studies

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the public or private Project Manager

2.3. References of the contract, if Private Manager carried it out;

2.4. If maintenance works

1.4.1 Description of the studies;

1.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.

1.5 Rehabilitation or new works

1.5.1 Are quantities in the quotations the same as those of the studies?

1.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

1.5.3 Attach the said studies.

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

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

DOCUMENT N° 12
LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS

**LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS
AUTHORIZED TO ISSUE BONDS FOR PUBLIC CONTRACTS**

I- BANKS

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Épargne 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
16. Zenette Insurance

DOCUMENT N° 13
OTHER DOCUMENTS

EVALUATION GRID

N°:001 /ONIT/KC/KCITB/PIB-MINSANTE 2024 OF 19TH MARCH 2024 FOR THE CONSTRUCTION OF PRIVATE WARDS AND A MEDICINE STORE AT THE KUMBO SUBDIVISIONAL HOSPITAL, BUI DIVISION OF THE NORTH WEST REGION.

EVALUATION GRID FOR ELIMINATORY CRITERIA			
DOC N°	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force (dated, signed And stamped by the contractor)		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of 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 of first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond of 1,000 000FCFA per lot (One million FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance		
A.9	Business License (photocopy certified by the chief of centre, not more than three months).		
A.10	Certified Copy of a valid tax payers card, delivered by the chief of centre.		
A.11	Plan and attestation of localization signed by the taxation authorities		
A.12	Deadline for delivery higher than prescribed		
A.13	False declaration or falsified documents		
A.14	Two Bids with the same personnel		

EVALUATION GRID FOR ESSENTIAL CRITERIA			
B)	N°	YES	NO
B.1	General presentation of bids		
	<ul style="list-style-type: none"> ➤ Properly bind. ➤ Table of content. ➤ Separators in color apart from white ➤ Order described respected ➤ Clearness of the documents 		
B.2	REFERENCES OF SIMILAR WORKS EXECUTED <ul style="list-style-type: none"> ➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the Past years. ➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception for 2017 and 2023 projects or final reception for up to 2019 projects) and related contracts or jobbing orders first and last pages 		
B.2.1	First Reference in the domains of construction		

B.2.2	Second Reference in the domains of construction		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT		
B.3.1	A works supervisor with at least the level of a senior technician in civil engineering or Rural Engineering with at least three (03) Years' professional experience in the domain of civil construction or similar works. ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate notably.		
B.3.2	A foreman with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years of professional experience in the domain of civil construction or similar works. ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate notably.		
B.3.3	Other support staff or semi-skilled workers ➤ 02 Two builders with 3 years' professional experience in building construction or similar works. (Only CVs signed by the candidate) ➤ 02 Two Carpenters with 3 years professional experience on carpentry or similar works. Only CVs signed by the candidate ➤ 01 One Electrician with 3 years professional experience on Electricity or similar works. (Only CVs signed by the candidate) ➤ 01 Painter with 3 years professional experience on Electricity or similar works. (Only CVs signed by the candidate)		
B.4	TECHNICAL PROPOSALS		
B.4.1	- The mode of execution of the works		
B.4.2	- The planning of intervention, the expected output		
B.4.3	- supply of materials or site equipment		
B.4.4	- Measures of safety and protection of the environment		
B.4.5	- Administrative and technical organization of the enterprise		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership of a pickup truck or van, or show proof of ability to hire		
B.5.3	Proof of ownership of a Concrete vibrator or show proof of ability to hire		
B.5.4	Proof of ownership of a Hand compactor or show proof of ability to hire		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry hammer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, hammers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	Pre – Financing capacity from a banking or institutions of first order approved by the Ministry in charge of finance, not less than 75% to the amount required in the offer.		
B.7	ATTESTATION OF SITE VISIT AND SITE VISIT REPORT		
B.7.1	Attestation of site visit signed by the contractor		

B.7.2	Site visit Report of (The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed by the contractor and justified by pictures)		
B.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).		
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).		

EVALUATION GRID OF FINANCIAL OFFER			
C.1	The bid itself according to the model attached, shall be stamped at the rate in force, dated, signed And stamped by the contractor		
C.2	Unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)		
C.3	Detail quantities and cost estimated (signed And stamped)		
C.4	The sub-details of prices(signed And stamped)		

NB: The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals

Main Evaluation criteria's

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

A/ Eliminatory criteria

- Absence of bid bond
- Absence or non-conformity of a document in the administrative file after 48 hours
- Deadline for delivery higher than prescribed;
- False declaration, forged or scanned documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial file.
- Technical assessment mark lower than **75%** of "Yes".

iv. Essential criteria

Essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.

The criteria relating to the qualification of candidates are based on the following:

- General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff ;
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- Attestation of site visit signed by the Contractor with pictures
- Report of site visit signed by the Contractor
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);
- Pre - Financing capacity **not less than 75%** of the amount required in the offer

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

C/ 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 binary method with a (yes) or a (no) with an acceptable minimum of 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.

MODEL ATTESTATION OF SITE VISIT

I the undersigned

Engineer of the Company: (Name of Enterprise),

Has actually visited the site which is going to receive the structure relative
TENDER N° 003/ONIT/KUMBO COUNCIL /NCITB/2024 OF 10/03/2024

**FOR THE CONSTRUCTION OF TOBIN INTERGRATED HEALTH CENTER, KUMBO COUNCIL AREA,
KUMBO SUB – DIVISION**

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 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 in no condition claim the Delegated Contracting Authority for any increase of unit price.

In Testimony Whereof, this present attestation of site visit is established and issued to serve the purpose it deserves.

Date
Stamp of enterprise

Signature and Names of the Contractor.

SITE VISIT REPORT

Name of project

Name of Enterprise

1. CONTEXT OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE (access to the site, existing structures of the town etc.)

Date.....

Name of Enterprise:

Stamp and signature of enterprise

DOCUMENT N° 14

GRAPHIC PLANS