

République du Cameroun
Paix – Travail – Patrie

Republic of Cameroon
Peace – Work – Fatherland

**Ministère De La Décentralisation
Et Développement Locale**

**Ministry Of Decentralization And
Local Development**

Région du Nord-Ouest

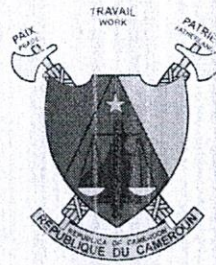
North West Region

Département de la MOMO

MOMO Division

Commune de Widikum Boffe

Widikum Boffe Council



WIDIKUM BOFFE COUNCIL INTERNAL TENDERS BOARD

REQUEST FOR QUOTATION

CONSULTATION FILE

**REQUEST FOR QUOTATION N° 01/RQ/WBCITB/2024 OF 30/04/2024
FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO
DIVISION, NORTH WEST REGION**

PROJECT OWNER: THE MAYOR OF WIDIKUM BOFFE COUNCIL

FUNDING: PUBLIC INVESTMENT BUDGET (PIB) - 2024

IMPUTATION: AUTH. NO.

Lot	Name of project	Estimated cost of project	Amount of bid bond	Cost of tender file :
SINGLE	REHABILITATION OF SAR/SM WIDIKUM	21,000,000frs Twenty one million	420,000frs Four hundred and twenty thousand	35,000frs Thirty five thousand

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République du Cameroun

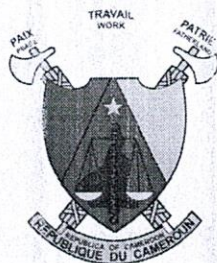
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Ministère De La Décentralisation
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CONSULTATION NOTICE

**Subject: CONSULTATION N° N° 01/RQ/WBCITB/2024 OF 30/04/2024
FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO
DIVISION, NORTH WEST REGION**

Within the framework of 2024 Investment Budget, the LORD MAYOR OF WIDIKUM BOFFE COUNCIL, Contracting Authority in the name of the REPUBLIC OF CAMEROON, hereby launches, a Request for Quotation **FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO DIVISION, NORTH WEST REGION**

1. Participation:

Participation to this consultation is open to Small and Medium Size Enterprises that are in compliance with the fiscal laws.

2. Description of services:

The services of this request for quotation include the

4. Project owner THE MAYOR OF WIDIKUM BOFFE COUNCIL

4. Lots

The Rehabilitation is in a single lot as indicated below .

5. Estimated cost

The estimated cost is as below

Lot	Name of project	Estimated cost of project	Amount of bid bond	Cost of tender file :	Imputation
SINGLE	REHABILITATION OF SAR/SM WIDIKUM	21 000 000frs Twenty one million francs	420,000frs Four hundred and twenty thousands	35,000frs Thirty five thousand francs	

6. Funding

This project shall be financed by the 2024 Public Investment Budget of the MINPROF with budget heads as indicated on the table above.

7. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in this

Consultation File, of an amount of four hundred and twenty thousand FCFA (420, 000FCFA and valid for thirty (40) days beyond the date of validity of bids.

8. Consultation of the Tender file:

The Tender file could be consulted in the SECRETARIATE OF WIDIKUM BOFFE COUNCIL, Service of Award on publication of this invitation.

9. Acquisition of consultation file:

The file may be consulted and obtained at the WIDIKUM BOFFE COUNCIL SECRETARIATE in WIDIKUM, Service of Public Contracts Telephone **N° 652472878** with effect from the date of signature of this Tender Notice upon presentation of a receipt attesting to the payment of a non-refundable fee of **35 000 CFA francs** (Thirty five thousand Francs CFA) payable at a Council Treasury, representing the cost of purchasing the tender file.

10. Presentation of consultation file:

The tender file in two (02) volumes shall be enclosed in two sealed envelopes.

- Envelope A containing the administrative documents (Volume 1);
- Envelope B containing the financial/technical offer (Volume 2).

The two volumes shall then be enclosed in a single sealed envelope bearing only the reference of the tender in question. The different documents of each offer shall be numbered as indicated in the tender and separated by dividers of the same colour.

11. Submission of Files:

Complete bidders' files, including all administrative documents, must be deposited in **07** copies including the original file and **06** copies on the **24/05/2024** at **10:00 AM** local time in sealed envelopes, in the secretariat of Widikum Boffe Council, Service of Award bearing on:

**« CONSULTATION N°04/RQ/WBCITB/2024 OF 30/04/2024
FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO
DIVISION, NORTH WEST REGION.**

”

To be opened only during the Tenders Board Opening session ».

12. Opening of bids:

Bids will be opened on the **24/05/2024** at **11:00 AM** in the conference hall of the Widikum Boffe Council, by the Internal Tender's Board, in the presence of the bidders or their mandated representatives with full knowledge of the files if they so desire.

The bids will be evaluated exclusively of value added tax (EVAT) and all taxes inclusive (ATI) and accompanied by a signed model submission.

14. Deadline of execution:

The dead line of execution is **ninety (90) days** from the date of notification for this Jobbing Order to begin.

14. Evaluation criteria

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

A. Eliminary criteria

1. Absence of bid bond in the administrative file;
2. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
3. Deadline for delivery higher than prescribed;
4. False declaration or falsified documents;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of **75%** of essential criteria.

B. Essential criteria

1. Absence of bid bond in the administrative file;
2. Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
3. Deadline for delivery higher than prescribed;
4. False declaration or falsified documents;
5. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
6. Incomplete financial file;
7. Change of quantity or unit;
8. Non respect of **80%** of essential criteria.

15. **Award**

This evaluation will be done in a purely positive way (**yes**) or negative (**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(**total without taxes**), 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.

16. Period of validity of the bids:

The bidder is bound by his bid for a period of ninety (90) days with effect from the deadline fixed for the submission of the bids.

17. Complementary Information:

Complementary information which could be technical in nature can be obtained from the Widikum Boffe Council service of award Tel: 679447645

Widikun the 13.0 AVR 2024

The Mayor Widikum Boffe Council

Circular copies

- MINMAP;
- ARMP/PCJ;
- President WCITB;
- Notice Board;
- Chrono.



MAYOR

Indoh Stanislaus Tambu
MSC MANAGEMENT
MBA FINANCE (University of Douala)
ECONOMIST

République du Cameroun

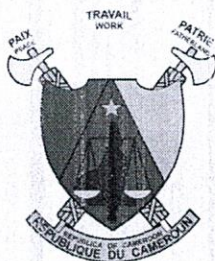
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Ministry Of Decentralization And
Local Development

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AVIS DE CONSULTATION POUR UNE DEMANDE DE COTATION

Objet : CONSULTATION N° 01/ DC/WBC/ITB/2024 DU 30/04/2024 POUR REHABILITATION DE SAR/SM WIDIKUM, DEPARTEMENT DE MOMO, REGION DU NORD-OUEST,

Dans le cadre de l'exercice budgétaire 2024, le MAIRE DE LA COMMUNE DE WIDIKUM, Autorité Contractante lance pour le compte de Maître d'Ouvrage une Demande de Cotation pour la réhabilitation **DE la SAR/SM WIDIKUM, Département de Momo, Région du Nord-Ouest**

1. Participation :

La participation à cette consultation est ouverte aux P.M.E. de droit camerounais.

2. Description des prestations :

Les prestations du présent marché comprennent,

3. Maîtres d'Ouvrage : Le Maire de la Commune de WIDIKUM BOFFE

4. Allotissement

La fourniture et a un seul lot ci-après définis :

5. Coût prévisionnel

6. Le coût prévisionnel de l'opération sont présenté dans le tableau suivant

Lot	Projet	COUT PREVISIONNEL	Cautionnement provisoire	Montant d'achat du DAO :
un	REHABILITATION DE le SAR/SM WIDIKUM	21 000 000frs Vingt un million	420,000frs Quatr cent vingt mille	35,000FCFA Trente cinq mille

6. Financement :

Les prestations, objet de la présente consultation sont financées par le Budget d'Investissement Publics du Cameroun de l'exercice 2024

7. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de première ordre agréée par le Ministère chargé des finances et dont la liste figure dans ce DAO, d'un montant de **420 000 FCFA** et valable pendant soixante (60) jours au-delà de la date originale de validité des offres.

8. Consultation du Dossier :

Le dossier de consultation peut être consulté aux heures ouvrables à la SECRETARIAT DE CUMUNE DE WIDIKUM BOFFE, Service d'attribution, Tél. **652472878** dès publication du présent avis.

9. Acquisition du Dossier de consultation

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à SECRETARIATE DE LA COMMUNE DE WIDIKUM BOFFE, Service de Passation des Marchés Publics Tél. : 652472878 dès publication du présent avis contre présentation d'une quittance de versement de la somme non remboursable de **F CFA 35 000 (trente-cinq mille Francs CFA)** à la Trésorerie publique.

10- Présentation des Offres

Les documents constituant chaque offre sont repartis en deux (02) volumes ci-après contenus dans une enveloppe fermée et scellée dont :

- L'enveloppe A contenant les pièces administratives (volume 1),
- L'enveloppe B contenant l'offre financière/technique (volume 2).

Les offres ainsi présentées seront placées sous simple enveloppe, fermée et scellée portant uniquement la mention de l'Appel d'Offres en cause. Les différentes pièces de chaque offre seront numérotées dans l'ordre de la Demande de Cotation et séparées par des intercalaires de même couleur.

11. Remise des offres :

Chaque offre, rédigée en français ou en anglais en **sept (7)** exemplaires dont un **(1)** original et six **(6)** copies marqués comme tels, devra parvenir contre récépissé à la secretariat de la commune de Widikum Boffe, Service d'attribution, Tél. 652472878, au plus tard le **24/05/2024 à 10 heures**, heure locale et devra porter la mention suivante :

**<< CONSULTATION N° 01/ DC/WBC/ITB/2024 DU 30/04/2024 POUR REHABILITATION DE
SAR/SM WIDIKUM, DEPARTEMENT DE MOMO, REGION DU NORD-OUEST.
>>**

12. Recevabilité :

Les offres seront remises à l'adresse sus indiquée et dépouillées le **24/05/2024 à 11 h** dans la salle de conférence de la commune de Widikum Boffe, par la Commission interne de Passation des Marchés, en présence des soumissionnaires qui le désirent.

Les offres devront être chiffrées hors taxes sur la valeur ajoutée (HTVA) et toutes taxes comprises (TTC), et accompagnées du modèle de soumission signé.

14. Délai d'exécution :

Le délai d'exécution est fixé à quatre-vingt-dix **(90) jours** à compter de la date de notification de l'ordre de service de commencer l'exécution de la présente lettre commande.

14. Principaux critères d'évaluation :

Les offres seront évaluées selon les principaux critères suivants :

A. Critères éliminatoires:

Il s'agit notamment :

- 1- Absence de la caution provisoire de soumission ;
- 2- Non-respect du délai de 48h pour l'absence ou non-conformité des autres documents dans les dossiers administratifs
- 3- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 4- Fausses déclarations ou pièces falsifiées ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,
- 7- Le changement d'une unité ou d'une quantité dans l'offre financière;
- 8- Le non-respect de **75%** des critères essentiels.

B - Critères essentiels

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Un Catalogue des Equipement en couleur avec les spécifications techniques et des références ;
- 5- Qualité du formateur
- 6- lettre command initiée dans toutes les pages signées et date dans la dernière page

15. Attribution

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, (montante toutes taxes) conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **75%** des critères essentiels.

16. Durée de validité des offres :

Les soumissionnaires restent engagés par leur offre pendant une période de quatre-vingt-dix (90) jours, à compter de la date limite fixée pour la réception des offres.

17. Renseignements complémentaires :

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès du maire de Widikum Boffe, Service de Passation des Marchés Publics Tél. : **652472878**

Fait à Widikum, le

30 AVR 2024

Le maire de Widikum Boffe,

Ampliations :

- MINMAP;
- ARMP/JDM;
- Président CIPM;
- Affichage;
- Chrono / Archive



MAYOR

Andoh Stanislaus Tamlu
MSC MANAGEMENT
MBA FINANCE (University of Douala)
ECONOMIST

DOCUMENT N° I

LETTER OF INVITATION TO BE SUBMITTED

Subject: 01/RQ/WBCITB/2024 OF 30/04/2024

FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.

Dear Sir,

Within the framework of 2024 Investment Budget, the MAYOR WIDIKUM BOFFE COUNCIL, Contracting Authority in his capacity as the project owners, hereby launches, a Request for Quotation for the 01/RQ/WBCITB/2024 OF 30/04/2024 FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.

For this reason, you will find attached, the descriptive and the quantitative estimates of the Rehabilitation to be carried out which I am requesting you to cost them and return to me on the 24/05/2024 at **10 AM** in sealed envelopes addressed to the Contracting Authority bearing on :

FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.

The bids will be submitted on the 24/05/2024 at **10 AM** at the WIDIKUM BOFFE COUNCIL SECRETARIAT, Service of Award and opened the same day at 11 AM in the conference hall of the WIDIKUM BOFFE COUNCIL.

Your bid should be costed without value added taxes (HTVA) and All Taxes Inclusive (TTC), and accompanied with the signed model submission.

This Rehabilitation shall be carried out within deadline of 90 (ninety) days taking effect from the date entered into of this Jobbing Order.

Accept Sir, Madam, my heartfelt greetings.

DOCUMENT No. II

RULES OF THE CONSULTATION

2.1 - CONSULTATION FILE

ARTICLE 1 : Contents of the consultation file

- 1.1 The consultation file shall describe the Rehabilitation which is subject to a certain type of jobbing order, lay down the consultation procedure and conditions for the jobbing orders.
- 1.2 The consultation file shall comprise the following documents:
- 1.1 the letter of invitation to tender,
 - 1.2 technical specifications,
 - 1.3 the bill of entry and quantities,
 - 1.4 the model tender,
 - 1.5 the draft jobbing order,
 - 1.6 the model bid comparison table.
- 1.4 The CONTRACTOR shall study the instructions, models, conditions and specifications contained in The consultation file.

2.2- BID PREPARATION

ARTICLE 2: Language

The bid as well as any correspondence comprising the bid shall be written in English or French.

ARTICLE 4: Documents comprising the bid

The bid presented by the CONTRACTOR shall comprise the following documents duly filled:

- (a) A stamped letter of submission signed and dated,
- (b) list of personnel with their diplomas as on the evaluation grid,
- (c) equipment as specified,
- (d) Technical organization of the Rehabilitation;
- (e) Logistics;
- (f) Attestation and report of site visit;
- (g) The descriptive and quantitative estimate duly filled, signed and dated ;
- (h) The draft Jobbing Order duly completed, initialed and signed ;
- (i) A complete administrative file comprising of the following :

ARTICLE 4 : BID

- 4.1 The Contractor shall specify in the bid the place of delivery and nature of prices
- a. Exclusive of VAT
 - and
 - b. All taxes and customs duties inclusive (ATI).

4.2 The contractor shall complete the Bill of Entry and Quantities provided in the consultation file, indicating the characteristics of the Rehabilitation in the line reserved for that purpose, the unit prices, the total price for each item and the delivery period for the jobbing order.

4.4 The contractor shall fill and sign the draft jobbing order.

ARTICLE 5 : Bid currencies

Prices shall be written in CFA francs.

ARTICLE 6 : Bid validity period

Bids shall be valid for the period of 90 days.

2.2 - SUBMISSION OF BIDS

The bids will be submitted on the **24/05/2024 à 10 AM** at the WIDIKUM BOFFE COUNCIL SECRETARIATE, Service of Award and opened the same day at 11 AM in the conference hall of the WIDIKUM BOFFE COUNCIL

ARTICLE 7: Stamping and marking of bids

contractor shall enclose the original and copies of their bids in an envelope Addressed to the MAYOR WIDIKUM BOFFE COUNCIL at the address indicated in the letter of invitation to tender and bearing the

***REQUEST OF QUOTATION N°01/RQ/WBCITB/2024 OF 30/04/2024
FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO
DIVISION, NORTH WEST REGION.***

ARTICLE 8 : Latest time and date of submission of bids

Bids shall be received at the address latest at the time and date indicated in the letter of invitation to tender.

2.4 - OPENING AND EVALUATION OF BIDS

ARTICLE 9 : Opening of bids by the Tenders Board

9.1 The WIDIKUM BOFFE COUNCIL INTERNAL TENDER'S BOARD shall open the bids in the presence of representatives of contractors wishing to attend the bid-opening session to hold on the same day as the day of submission of bids and within the hour following that for the submission of bids.

9.2 The above-mentioned Tenders Board shall prepare a report of the bid-opening session.

ARTICLE 10 : Verification of compliance and comparison of bids

The Tenders Board shall verify compliance and compare the bids in the following order :

- study of the compliance of bids, as regards the delivery periods and technical specifications
- verification of arithmetical operations by using, where necessary, the unit prices in words to make any necessary corrections
- Preparation of a summary table of bids.

2.5 - AWARD OF THE JOBBING ORDER

ARTICLE 11 : Award of the jobbing order

The Tenders Board shall propose the award of the jobbing order to the contractor whose bid it would have deemed compliant with the provisions of the Consultation File, and is the **lowest excluding taxes**.

ARTICLE 12 : Announcement of award of the jobbing order

The LORD MAYOR OF WIDIKUM BOFFE COUNCIL shall decide on the award and publish the result of the jobbing order in the

Contracts Newsletter, through the media and/or by bill posting, stating:

- a) the name of the beneficiary,

- b) the object of the consultation,
- c) the amount of the jobbing order and of each lot (if the consultation had led to apportionment),
- d) The delivery deadline.

ARTICLE 14 : Signing of the jobbing order

Within 2 (two) weeks following the award, the jobbing order shall be signed by the Contracting Authority and notified to the contractor who shall be responsible for its registration according to the procedure in force.

ARTICLE 14 : Corruption and fraudulent practices

The Chairpersons and Member of Tenders Boards as well as Contractor should at all times comply with the strictest rules of professional ethics. More especially, they should refrain from corruption or any other form of fraudulent practices. By virtue of this principle, the expressions hereunder shall be defined as follows:

- (a) Whoever offers, gives, solicits or accepts any benefit whatsoever to influence the action of a State worker during the award or execution of a jobbing order shall be guilty of "corruption", and
- (b) Whoever provides, solicits or accepts several quotations tendered by the same contractor under different corporate names and/or under different registration numbers shall be guilty of "corruption",
- (c) Whoever deforms or distorts facts in order to influence the award or execution of a jobbing order in a manner prejudicial to the Project Owner indulges in "fraudulent practices".
"Fraudulent practices" shall comprise any understanding or collusion of bidders (before or after submission of the bid) seeking to artificially keep the bid prices at levels not corresponding to those resulting from free and open competition, thus depriving the Project Owner of the benefits of competition.

DOCUMENT No. III MODEL APPENDICES

3.1 BID LETTER

Date

REQUEST FOR QUOTATION N° 01./RQ/WBC/ITB/2024 OF 30/2/04/2024

To : The Chairperson of the Tenders Board

Dear Sir/Madam,

After studying the Consultation File which we officially acknowledge receipt of, we, the undersigned, hereby tender to carry out the Rehabilitation

..... in accordance with the request for Consultation and for the sum of

CFAF (in words) exclusive of Value Added Tax and all Taxes Inclusive.....

CFAF (in figures), exclusive of Value Added Tax and all Taxes Inclusive.

If our bid is approved, we undertake to do the Rehabilitation in accordance with the provisions specified in the Bill of Entry and Quantities.

We are bound by the terms of this bid for a period of (number) days from the date fixed for opening of bids, as laid down in the letter of invitation to tender. The bid shall bind us and may be accepted at any time before the end of this period.

Pending the due preparation and signing of a jobbing order, this bid completed by your written acceptance and the notification of award of the jobbing order, shall serve as a jobbing order binding us mutually.

On

Signature
Name and capacity of signatory
On behalf of the Candidate.

4.4 - BID COMPARISON TABLE

ADMINISTRATIVE DOCUMENTS.

NO	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.		
A.4	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (04) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of tax centre		
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of tax centre		
A.11	A Clearance Certificate signed by the chief of tax centre stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		

COMPANY NAME:

EVALUATION GRID OF TECHNICAL BID			
N°	EVALUATION CRITERIA AND SUB-CRITERIA	YES	NO
B)	ESSENTIAL CRITERIA		
B.1	General presentation of the tender files		
B.1.1	- Visual presentation of the bids (clean, paginated bound documents) Presentation of the documents in the order required in the tender file Clarity and legibility of the documents provided		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of Rehabilitation executed. Minimum acceptable: 01 Contracts realized in the domain of Rehabilitation over the past 04 years with amount at least 20,000,000 FCFA		
B.2.1	1 st Reference		
B.4	ACKNOWLEDGEMENT OF THE IHC AND THE LOCALIZATION		
B.4.1	Comprehensive report of site visit signed by the company administrator and justified by photos (at least 2 pictures)		
B.4	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF 01 works supervisor at least 04 (three) years' experience.		
B.4.1	➤ A certified copy of the technical diploma, ➤ Certified copy of ID card		
B.4.2	➤ CV signed and date by the candidate		
B.5	METHODOLOGY OF REHABILITATION		
B.5.1	TIME FRAME FOR WORKS		
B.5.1.1	Planning of the execution and the respect of the duration of the contractor		
B.5.1.2	Coherence in the execution of the contractor		
B.5.1.4	Realism: Logical sequence for the execution of the tasks		
B.5.2	QUALITY OF THE WORKS AND MAINTENANCE		
B.5.2.1	Description of tests		
B.5.2.2	Description of the origin of material		
B.5.2.4	Description of Safety, IPP & Others Measures On Site		
B.6	CAPACITY TO FINANCE THE PROJECT AND ACKNOWLEDGEMENT OF THE JOBBING ORDER AND THE SITE		
B.6.1	FINANCIAL CAPACITY An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 25% of the estimated cost of the project		
B.6.2	Draft jobbing order duly filled initialed in all the pages and signed on the last page		
TOTAL		/ 08 yes	

COMPANY NAME/.....

Date of submission:

BID COMPARISON TABLE FOR THOSE RETAINED

No	Names of Bidders	Address	Technical/ Financial Compliance		Execution deadline	Total Price TTC (after verification)	Remarks
			Yes	No			
01							
02							
04							

Members of the Widikum Boffe Council Internal Tenders Board

S/N	Name	Duty	Signature
01			
02			
04			
04			
05			
<u>Invitee</u>			
01			

République du Cameroun

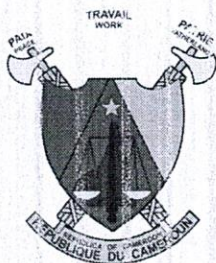
Paix – Travail – Patrie

Ministère De La Décentralisation
Et Développement Local

Région du Nord-Ouest

Département de la MOMO

Commune de Widikum Boffe



Republic of Cameroon

Peace – Work – Fatherland

Ministry Of Decentralization And
Local Development

North West Region

MOMO Division

Widikum Boffe Council

DRAFT JOBBING ORDER

JOBGING ORDER N° _____/JO/RQ/WBC/ITB/2024 OF

AWARDED AFTER REQUEST FOR QUOTATION N°/RQ/WBC/ITB/2024 OF

CONTRACTOR :

TAX PAYER'S CARD NO :

ADDRESS :

BP :

TEL:

FAX :

BANK ACCOUNT NO.....

SUBJECT : THE 01/RQ/WBCITB/2024 OF 30/04/2024

**FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO
DIVISION, NORTH WEST REGION.**

AMOUNT : F CFA TTC
(..... F CFA TOUTES TAXES COMPRISES)

DELAÏ : Sixty (90) DAYS

FINANCING : (PIB) - 2024

VOTE CHARGE : :

ENTERED INTO ON :

SIGNED ON :

NOTIFIED ON :

REGISTERED ON :

BETWEEN : : The state of Cameroon, represented by the LORD MAYOR WIDIKUM BOFFE Contracting Authority hereafter known as the "Administration"

ON ONE HAND

AND

THE COMPANY

BP :

TEL :

FAX :

BANK ACCOUNT NO.....

Represented by the General Manager

.....

Hereafter known as << **THE contractor** >>

ON THE OTHER HAND

HAVING AGREED UPON AND ADOPTED THE FOLLOWING .

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CHAPTER I

GENERAL CONSIDERATIONS

ARTICLE 1 : PURPOSE OF THE JOBBING ORDER

The purpose of this jobbing order is *THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.*

A description of this Rehabilitation shall be given in Article 10 below.

ARTICLE 2 : PROCEDURE FOR AWARDING THE JOBBING ORDER

This jobbing order is awarded following *THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.*

ARTICLE 4 : CONSTITUENT DOCUMENTS OF THE JOBBING ORDER

The constituent contractual documents of this jobbing order are in order of priority:

- this booklet of Special Administrative Clauses ;
- the Contractor's bid and his overall proposal ;
- the provisions which are not repugnant to the booklet of Technical Clauses and of Special Administrative Clauses mentioned above ;
- the breakdown of estimates ;
- the descriptive bill of quantities.

ARTICLE 4 : GENERAL TEXTS

This jobbing order shall be governed by:

- This jobbing order is subject to the following General texts of law
- The special General administrative Clauses (CCLS);
- The law N ° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- The Decree N ° 2004/275 of 24 September 2004 to institute the Public Contracts Code;
- Decree n ° 2001/048 of 24 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n ° 2004/65/PM of 16 April 2004 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°094/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°24/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 40 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 004/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award;execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 41, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 004/CAB/PM of January 41, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;

- Decree N°2012/074 of 08 march 2012 relating to the creation, organization and functioning of the Public Tenders Board;
- Decree N°2012/075 of 08 march 2012 to organize the Ministry of Public Contracts;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 24 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency(ARMP);
- Circular N°001/CAB/PR of 19 june 2012 on the award,the control of execution of public contracts;
- The circular N° 00000026/C/MINFI of 29th December 2023 on instructions relating to the execution of the finance law, the control and the follow up of the execution of the State Budget, Administrative, Public Establishment, of Councils and State Organizations for the 2024 financial Year;
- Unified Technical Documents (DTU) for building Rehabilitation;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Other texts specific to contracting fields.

ARTICLE 5 : DUTIES OF THE SERVICE HEAD AND THE ENGINEER

In pursuance of the provisions of this jobbing order, it shall be specified that

- The Contracting Authority shall be the **LORD MAYOR OF WIDIKUM BOFFE 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 Contract Manager shall be the **Head of SIGAMP hereinafter** referred to as the Contract Manager. He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be the **Chief State Property Momo**, hereinafter referred to as the Engineer.
- the control brigade of **MINMAP** shall control all the equipment supplied to ensure that this jobbing order is respected.
- The contractor shall be *[to be specified]*.
- The authority in charge of ordering payment shall be the **LORD MAYOR OF WIDIKUM BOFFE COUNCIL**.
- The authority in charge of the clearance of expenditures shall be the **MUNICIPAL Treasurer**.
- The official competent to furnish information within the context of the execution of this contract shall be The **LORD MAYOR WIDIKUM BOFFE COUNCIL**.

ARTICLE 6 : PERIOD AND PLACE OF DELIVERY

The rehabilitation shall be fixed at **90 Days** with effect from the date of notification of this jobbing order.

Equipment shall be done **at LARINJI INTEGRATED HEALTH CENTER**

ARTICLE 7 : RESIDENCE OF THE CONTRACTOR

The contractor's main residence shall be :

at :
P .O. Box :
TEL :
FAX :

All notifications to him shall validly be forwarded to this address.

CHAPTER II PERFORMANCE OF THE JOBBING ORDER

ARTICLE 8 : ROLE AND RESPONSIBILITY OF THE CONTRACTOR

The contractor has as mission to effect the Rehabilitation as described in Article 10 under the control of the **Engineer**, and in keeping with the rules and standards in force in Cameroon and the specifications of this jobbing order.

ARTICLE 9 : CONSISTENCY OF SERVICES

The services of the contractor shall comprise the purchase of rehabilitation, installation, technical receipt and insurance charges.

ARTICLE 10 : DESCRIPTION OF REHABILITATION

The services shall include
SEE LIST OF REHABILITATION TO BE IN THE BILL IF QUANTITIES

ARTICLE 11 : INFORMATION AND DOCUMENTS TO BE FURNISHED

ARTICLE 12 : ACCEPTANCE OF REHABILITATION

The Project Owner or Contract Manager shall fix the date for the reception of Rehabilitation to be effected in the presence of the contractor by a commission composed of:

- ❖ The contracting authority or his representativeChairperson;
- ❖ The contractor or his representativeobserver;
- ❖ The contract Managermember
- ❖ The contract Engineersecretary.
- ❖ The stores accountant widikum boffe council.....member
- ❖ The chief of control brigade MINMAP momo or his representative observer

It shall cross-check the conformity of the Rehabilitation with the prescriptions of the jobbing order and will decide whether there are grounds to rule in favour of acceptance.

Where the Rehabilitation does not conform, the contractor shall be requested to replace the defective items at his own cost.

Where the Rehabilitation does conform, the commission shall rule for acceptance. An acceptance report will then be prepared and shall be signed by all the members of the commission and the contractor. Such report shall clearly state the number of items, the quality of the packaging and the compliance with the contractual clauses.

ARTICLE 14: GUARANTEE

The cost of the usual commercial guarantees outlined in the general clauses for any defect or early alteration of the items shall be borne by the contractor. The Rehabilitation will bear the cost of repairs of the supplied equipment for six months from the date of acceptance of the Rehabilitation.

ARTICLE 14: INSURANCE

Hazards of whatever nature during transportation up to the place of delivery must be covered by an insurance policy taken by the contractor.

ARTICLE 15: PENALTIES FOR DELAYS

1. The amount set for penalties for delays is set as follows:
 - One two thousandth ($1/2000^{\text{th}}$) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 40th day beyond the contractual time-limit;
 - One thousandth ($1/1000^{\text{th}}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 40th day.
2. The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

CHAPTER III FINANCIAL PROVISIONS

ARTICLE 16: GENERAL NOTIONS – PRICES

The contractor shall be reputed to be perfectly knowledgeable about all the constraints inherent in the performance of the services and about all local conditions likely to influence such performance.

The prices of this jobbing order shall be final and not subject to review. They shall take into account all delivery, charges, false charges and contingences and shall be understood to be inclusive of taxes.

ARTICLE 17: AMOUNT OF THE JOBBING ORDER

The total amount of this jobbing order stands at
 CFAF inclusive of taxes (amount in words)

 in accordance with the breakdown of estimates appended here to .

UNIT PRICE SCHEDULE FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION - MOMO DIVISION

UPS FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION - MOMO DIVISION					
No	DESCRIPTION OF WORKS	UNIT	Q'TY	U. PRICE IN FIGURES	U. PRICE IN WORDS
Lot 100: PREPARATORY WORKS					
101	Working documents	ff	1.0		
102	Site installation	ff	1.0		
103	Demolition of existing roof	ff	1.0		
Subtotal Lot 100					
Lot 200: MASONRY WORKS					
201	Random rubble masonry or frog filled foundation blocks (20x20x40) for embankment in front to protect gutter and veranda	m ²	43.5		
202	15x20x40cm cement block for office and height increase	m ²	36.4		
203	Reinforced concrete, columns, lintels, pillars and beams	m ³	3.52		
204	Scrabbing and re-plastering with cement mortar	m ²	420.0		
205	Floor screed	m ²	186.0		
Subtotal lot 200					
Lot 300: ROOF WORKS					
301	Roof trust complete with treated wood	m ³	4.3		
302	Purlins and battens for fascia	m ³	3.0		
303	Ceiling complete inside with plywood 4mm	m ²	216.0		

304	Ceiling complete outsides with tole lis	m ³	55.0		
305	Alum fascia sheet	ml	74.0		
306	Alum roofing sheets Tole bac 5/10 + accessories	m ²	313.2		
307	Alu ridge cover 50cm wide	ml	29.0		
308	Alu angle sheet	ml	24.0		
	Subtotal lot 300				
	Lot 400: METAL WORKS				
402	Metallic door 0.9x2.2m	u	7.00		
403	Angle Bar 25mm at the threshold	ml	31.00		
404	Nacco louvres frames of 08 blades	pairs	20.0		
405	Nacco louvres of 100cm	u	160.0		
	Subtotal lot 400				
	Lot 500: WOOD WORKS				
501	Panel doors complete with vachette mortised locks (frame, shutter)90X210	u	1.0		
502	Wardrobe complete with hard wooden shutters + locks and handles	u	1.0		
	Subtotal lot 500				
	Lot 700: ELECTRICITY				
701	Orange conduit pipe	roll	5.0		
702	V.G.V cable 1.5mm ² for lighting	roll	5.0		
701	2.5mm ² cable for sockets	roll	7.0		
702	Mazda fluorescent lamp complete (120)	u	18.0		
701	Bulk head lamp complete	u	16.0		
702	Wall switches and sockets complete	u	18.0		
701	Main switch three ways	u	1.0		
702	Earthing (earth rod, earth cable)	ff	1.0		
	Sub - total lot 700				
	LOT 800 :PAINTING AND DECORATION				
801	Ceramic tiles	m ²	30.0		
803	Ceiling	m ²	216.0		
804	Walls	m ²	420.0		
805	Painting metalwork, woodwork & skirting at 1.3 internally	m ²	145.0		
	Sub total lot 800				
	LOT 900 :DRAINAGE				
901	Concrete gutter round the building	ml	78.0		
902	Concrete pavement round the building	m ²	54.0		
903	Concrete slab (1.5m wide)	u	3.0		
904	Concrete ramps(1.5m wide)	u	3.0		
	Sub -total lot 900				

**BILLS OF QUANTITIES AND ESTIMATES FOR THE REHABILITATION OF SAR/SM
WIDIKUM, WIDIKUM SUB DIVISION - MOMO DIVISION.**

BILLS OF QUANTITIES AND ESTIMATES FOR THE REHABILITATION OF SAR/SM WIDIKUM, WIDIKUM SUB DIVISION - MOMO DIVISION					
No	DESCRIPTION OF WORKS	UNIT	Q'TY	U. PRICE	TOTAL
	Lot 100: PREPARATORY WORKS				
101	Working documents	ff	1.0		
102	Site installation	ff	1.0		
103	Demolition of existing roof	ff	1.0		
	Subtotal Lot 100				
	Lot 200: MASONRY WORKS				
201	Random rubble masonry or frog filled foundation blocks (20x20x40) for embankment in front to protect gutter and veranda	m ²	43.5		
202	15x20x40cm cement block for office and height increase	m ²	36.4		
203	Reinforced concrete, columns, lintels, pillars and beams	m ³	3.52		
204	Scrabbing and re-plastering with cement mortar	m ²	420.0		
205	Floor screed	m ²	186.0		
	Subtotal lot 200				
	Lot 300: ROOF WORKS				
301	Roof truss complete with treated wood .	m ³	4.3		
302	Purlins and battens for fascia	m ³	3.0		
303	Ceiling complete inside with plywood 4mm	m ²	216.0		
304	Ceiling complete outsides with tole lis	m ³	55.0		
305	Alum fascia sheet	ml	74.0		
306	Alum roofing sheets Tole bac 5/10 + accessories	m ²	313.2		
307	Alu ridge cover 50cm wide	ml	29.0		
308	Alu angle sheet	ml	24.0		
	Subtotal lot 300				
	Lot 400: METAL WORKS				
402	Metallic door 0.9x2.2m	u	7.00		
403	Angle Bar 25mm at the threshold	ml	31.00		
404	Nacco iouvres frames of 08 blades	pairs	20.0		
405	Nacco iouvres of 100cm	u	160.0		
	Subtotal lot 400				
	Lot 500: WOOD WORKS				
501	Panel doors complete with vachette mortised locks (frame, shutter)90X210	u	1.0		
502	Wardrobe complete with hard wooden shutters + locks and handles	u	1.0		
	Subtotal lot 500				

	Lot 700: ELECTRICITY				
701	Orange conduit pipe	roll	5.0		
702	V.G.V cable 1.5mm ² for lighting	roll	5.0		
701	2.5mm ² cable for sockets	roll	7.0		
702	Mazda fluorescent lamp complete (120)	u	18.0		
701	Bulk head lamp complete	u	16.0		
702	Wall switches and sockets complete	u	18.0		
701	Main switch three ways	u	1.0		
702	Earthing (earth rod, earth cable)	ff	1.0		
	Sub - total lot 700				
	LOT 800 :PAINTING AND DECORATION				
801	Ceramic tiles	m ²	30.0		
803	Ceiling	m ²	216.0		
804	Walls	m ²	420.0		
805	Painting metalwork, woodwork & skirting at 1.3 internally	m ²	145.0		
	Sub total lot 800				
	LOT 900 :DRAINAGE				
901	Concrete gutter round the building	ml	78.0		
902	Concrete pavement round the building	m ²	54.0		
903	Concrete slab (1.5m wide)	u	3.0		
904	Concrete ramps(1.5m wide)	u	3.0		
	Sub -total lot 900				
	TOTAL WITHOUT TAXES				
	TVA(19.25%)				
	AIR(2.2%)				
	TOTAL TTC				
	NET PAYMENT				
THIS ESTIMATE IS CLOSED AT THE SUM OF:					

ARTICLE 18: TERMS AND CONDITIONS FOR PAYMENT

17.1 Start up advance:

Upon notification of the contract to the contractor, an advance payment corresponding to **(20% of the contract amount, after tax)** may be granted to the holder of the jobbing order, at his request.

This advance payment shall be guaranteed 100% (one hundred percent) by a first class bank approved by the Ministry in charge of finance.

Release of this guarantee shall be issued upon acceptance of all the Rehabilitation which were the purpose of the jobbing order.

17.2. Scheduling payments:

Payments shall be made in proportion to the services performed and deduction made of the advance payment.

The contractor shall be paid upon presentation of invoices after acceptance of Rehabilitation.

ARTICLE 19: BANK DOMICILIATION

The Project Owner or Contract Manager shall pay in full all sums owed for the execution of this jobbing order by bank transfer to account No. at in the name of

ARTICLE 20: TAX SYSTEM

This jobbing order shall be subject to all the taxes and duties in force in the Republic of Cameroon.

The Value Added Tax shall be borne by the Project Owner or Project Manager.

ARTICLE 21: STAMP DUTY AND REGISTRATION

Seven (7) original copies of this jobbing order shall be stamped and registered by the contractor at his cost, in accordance with the regulations in force.

CHAPTER IV

MISCELLANEOUS PROVISIONS

ARTICLE 22: PRODUCTION AND CIRCULATION OF THE JOBBING ORDER

Fifteen (7) copies of this jobbing order shall be produced and circulated.

ARTICLE 24: DISPUTES

Any dispute arising between the contracting parties shall be the subject of an attempt at reconciliation through direct understanding.

Failing an amicable settlement, the final verdict of any dispute stemming from this jobbing order shall be passed by the competent Cameroonian court.

ARTICLE 24: CANCELLATION OF THE JOBBING ORDER

This jobbing order may be cancelled under the conditions and formalities provided for by the regulations in force.

ARTICLE 25: VALIDITY OF THE JOBBING ORDER

This jobbing order shall be valid only after its signature by the Project Owner (or the Contract Manager) and shall become enforceable only after its notification to the Contractor.

PAGE AND LAST OF JOBBING ORDER No....RQ/WBC/ITB/2024

AFTER
WITH THE COMPANY:
FOR THE REHABILITATION
AMOUNT OF THE JOBBING ORDER: CFAF
(In words
CFA francs inclusive of taxes)

EXECUTION TIME: 03 MONTHS

Read and accepted by the contractor

WIDIKUM, _____

Signature of Contracting Authority

WIDIKUM, _____

Registration

Table of models

- : Model bid bond
- : Model final bond
- : Model of start-off advance bond
- : Model retention fund

: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

: Model final bond

Bank:

Reference of the bond: No _____

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

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

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

Whereas we have agreed to issue the Contractor this guarantee,

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

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

: 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 Project Owner [address of the Project Owner] (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 _____ Rehabilitation [indicate the subject of the Rehabilitation, 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 bond 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]

: Model of performance bond (Retention fund)

Bank: _____

Reference of the bond: No _____

Addressed to *[Indicate the Project Owner]*

[Address of Contracting Authority]

Hereinafter referred to as "the Project Owner"

Whereas _____ *name and address of Contractor*] hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the Rehabilitation of *[indicate the subject of the Rehabilitation]*

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

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

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

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

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of _____

[in figures and letters] corresponding to *[percentage below 10 % to be specified]* of the contract price.

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

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

This bond shall enter into force upon signature. It shall be released within thirty (40) days from the date of the final acceptance of the Rehabilitation and upon release issued by the Project Owner.

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

BANKS

1. Afriland First Bank (AFB)
2. Banque Atlantique Cameroun (BACM)
3. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
4. CITI Bank N.A. CAMEROON
5. Commercial Bank of Cameroon (CBC)
6. Ecobank Cameroon (EBC)
7. National Financial Credit Bank (NFC BANK)
8. Société Commercial de Banques Cameroun (CA-SCB)
9. Société Générale de Banque au Cameroun (SGBC)
10. Standard Chartered Bank Cameroon (SCBC)
11. Union Bank of Cameroon PLC (SCBC)
12. United Bank for Africa (UBA)

II- Insurance companies

1. Chanas Assurances S.A. BP 109/Douala;
2. Activa Assurnces S.A. BP 12970/Douala ;
3. Zenithe Insurance S.A. BP 1540/Douala.

N.B: la liste ci-dessus est egalement disponible sur le site web :www.armp.cm