

REPUBLIC OF CAMEROON  
Peace - Work - Fatherland



REPUBLIQUE DU CAMEROUN  
Paix - Travail - Patrie

MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION  
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## **BAMENDA CITY COUNCIL**

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**INTERNAL TENDERS BOARD**

**Open National Invitation to Tender  
N°004/ONIT/BCCITB/2024 of 23/05/2024 for the reconstruction of  
some roofs at the Bamenda Main Market destroyed during the fire  
incident under emergency procedure.**

### **TENDER FILE**

**Funding: 2024 Budget of the Bamenda City council, Head 220 120**

**MAY, 2024**

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# Document n° 1: Invitation to Tender (IT)





MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT

**BAMENDA CITY COUNCIL**

**INTERNAL TENDERS BOARD**

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## **TENDER NOTICE**

**OPEN NATIONAL INVITATION TO TENDER N° 004/ONIT/BCCITB/2024 of 23/05/2024 for the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024 under Emergency procedure.**

**1. Subject of the tender**

Within the framework of the execution of the 2024 Investment Budget, the **City Mayor** of Bamenda City Council hereby launches under emergency procedure an Open National Invitation to Tender for the above-mentioned project.

**2. Scope of work**

The works are made up of:

- Site installation;
- Roof works;
- All other works necessary for good execution of the project.

**3. Execution timeframe**

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this invitation to tender is two (02) months.

**4. Number of lots**

The works have been regrouped in a unique lot.

**5. Estimated cost**

The estimated cost after preliminary studies is **Twenty-eight million four hundred and seventy-eight thousand four hundred and thirty-two (28,478,432) Francs CFA** inclusive of all taxes.

**6. Participation and origin**

Participation in this invitation to tender is opened to all national companies specialized in building construction and public works.

**7. Funding**

The works referred to in this invitation to tender shall be funded by the 2024 Investment Budget of the Bamenda City council, Head 220 120.

**8. Bid bond**

Each bidder must include in his administrative documents, a bid bond or its equivalent issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of five hundred and sixty nine thousand, five hundred and sixty nine six hundred **(569,600) CFA Francs** and valid for thirty (30) days beyond the date of validity of bids.

**9. Consultation of the tender documents**

The tender documents may be consulted during working hours at the Bamenda City Council, Department of Technical Services, Tel: 233 36 12 67/677 14 41 31/677 00 32 58, upon publication of the invitation to tender.

**10. Acquisition of the tender documents**

The tender file may be obtained from the Department of Technical Services, of the Bamenda City Council as soon as this notice is published against payment of the sum of forty-seven thousand six hundred **(47,600) CFA Francs**, payable into the Bamenda City Council Treasury under the budgetary head 712 101.



### 11. Submission of tenders

The tenders shall be drafted in English or French and in six (06) copies, including one (01) original and five (05) copies, labelled as such. Bids shall reach the Department of Technical Services of Bamenda City Council, Tel. 233 36 12 67/677 14 41 31/677 00 32 58 in sealed envelopes, not later than 19/06/2024 at 10 am precisely. They shall bear the following:

**«OPEN NATIONAL INVITATION TO TENDER N° 004/ONIT/BCCITB/2024 of 23/05/2024, for the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024 under emergency procedure.**

**TO BE OPENED ONLY DURING THE TENDER OPENING SESSION»**

### 12. Admissibility of offers

For fear of being rejected, only originals or certified true copies certified by the issuing services or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice except the NSIF attestation with a validity of one month.

### 13. Opening of tenders

The opening of the bids in one phase shall be done on the 19/06/2024, at 11.00 am prompt in the Tenders board office of the Bamenda City Council. Bidders may attend or be represented by a duly mandated person.

### 14. Main eliminatory criteria

#### i) Eliminatory criteria

- Absence of bid bond;
- Forged, scanned, false or fake document;
- Non-compliance with the bid model
- Deadline of execution more than the prescribed;
- Omission of a quantified task on the bill of quantities;
- Technical mark of less than 80%;

#### ii) Essential criteria

The following essential criteria shall be evaluated in a binary manner (satisfactory or not) and will include:

- Financial situation ;
- Equipment ;
- Personnel ;
- Methodology of execution and conformity with technical specifications, environmental protection and hygiene;
- References for similar works ;
- Acceptance of the conditions previewed for the contract.

### 15. Award

The contract shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of technical quality and with the lowest bid confer article 99 of the public contracts code.

### 16. Tender validity

Bidders will be bound by their tender for a period of ninety (90) days with effect from the tender-submission deadline.

### 17. Complementary information

Complementary information may be obtained during working hours from the Department of Technical Services of the Bamenda City Council, Tel: 233 36 12 67/677 14 41 31/677 00 32 58.

Bamenda, the 23 MAI 2024

#### Copies:

- PCRB (for publication and archiving)
- Chairman TB (for information)
- Notice board
- Contract Service/Archives
- RD/MINMAP



The City Mayor  
Bamenda City Council,  
(Contracting Authority)

**ACHOBONG TAMBENG PAUL**





MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

## BAMENDA CITY COUNCIL

INTERNAL TENDERS BOARD

### AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 004/AAONO/CIPMCUB/2024 du 23/05/2024, pour les travaux de reconstruction des quelques toitures dans le Marché Central de la ville de Bamenda détruites lors de l'incendie de 22 février 2024 sous Procédure d'urgence.**

**1. Objet de l'Appel d'Offres**

Dans le cadre de l'exécution du budget d'investissement 2024 de la Communauté Urbaine de Bamenda, Le Maire de la ville auprès de la Communauté Urbaine de Bamenda pour le compte de sa municipalité lance sous la procédure d'urgence un appel d'offres National Ouvert pour le projet susmentionné.

**2. Consistance des travaux**

Les travaux comprennent notamment:

- Installation du chantier
- Les travaux des toitures;
- Toutes autres travaux nécessaires à la bonne exécution de projet.

**3. Délais d'exécution**

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

**4. Allotissement**

Les travaux sont regroupés à un lot unique.

**5. Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de **vingt-huit million quatre cent soixante-dix-huit mille quatre cent trente-deux (28,478,432) Francs CFA toutes taxes comprises.**

**6. Participation et origine**

La participation au présent appel d'offres est ouverte à toute entreprise Camerounaise spécialisée dans les travaux publics et de bâtiment.

**7. Financement**

Les travaux objet du présent appel d'offres seront financés par le Budget de la Communauté Urbaine de Bamenda, au titre de l'exercice 2024, ligne budgétaire 220 120.

**8. Cautionnement provisoire**

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission ou son équivalence établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, précisant cinq cent soixante-neuf mille six cent (**569,600**) Francs CFA et valable pendant trente (30) jours au-delà la date de validité des offres sauf CNPS d'une validité d'un mois.

**9. Consultation du Dossier d'Appel d'Offres**

Le dossier peut être consulté aux heures ouvrables à la Direction des Services Techniques, Communauté Urbaine de Bamenda, Tel : 233 36 12 67/677 14 41 31/677 00 32 58, dès publication du présent avis.

**10. Acquisition du Dossier d'Appel d'Offres**

Le dossier peut être obtenu au Secrétariat de la Direction des Services Techniques, Communauté Urbaine de Bamenda dès publication du présent avis, contre versement d'une somme non remboursable de quarante-sept mille six cent (**47,600**) Francs CFA payable à la trésorerie de Communauté Urbain de Bamenda sous la ligne budgétaire 712 101.



### 11. Remise des offres

Chaque offre rédigée en français ou en anglais en six (06) exemplaires dont l'original et cinq (05) copies marquées comme tels, devra parvenir à la Direction des Services Techniques, Communauté Urbaine de Bamenda, Tel : 233 36 12 67/677 14 41 31/677 00 32 58, au plus tard le **19/06/2024, à 10 heures précises** et devra porter la mention:

**« AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 004/AAONO/CIPMCUB/2024 du 23/05/2024, pour les travaux de reconstruction des quelques toitures dans le Marché Central de la ville de Bamenda détruites lors de l'incendie de 22 février 2024 sous Procédure d'urgence. »**

### **A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »**

### 12. Recevabilité des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, 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.

### 13. Ouverture des plis

L'ouverture de pli, qui se fera en un temps par la Commission de Passation des Marchés de la Communauté Urbaine de Bamenda, aura lieu le **19/06/2024, à 11 heures** à la salle de conférence de la Communauté Urbaine de Bamenda.

Seuls le soumissionnaire peut assister à cette séance d'ouverture ou s'y faire représenter par une personne de son choix ayant une bonne connaissance de son offre.

### 14. Critères d'évaluations

#### i) Les critères éliminatoires sont:

- Document falsifié, scanné, faussé ou contrefaire ;
- Absence de la Caution de soumission;
- Non-conformité du modèle de soumission,
- Délai d'exécution supérieure à ce prescrit ;
- Omission d'une tâche quantifiée dans le devis estimatif et quantitatif.
- Note technique inférieure à 80%.

#### ii) Principaux critères de qualification

Les critères relatifs à la qualification des candidates porteront sur:

- Situation financière ;
- Références pour les travaux similaires;
- Personnels ;
- Matériels ;
- Méthodologie de l'exécution et la conformité aux spécifications techniques, la protection environnementale et l'hygiène ;
- Acceptation des conditions du contrat.

### 15. Attribution

Le contrat sera attribué au soumissionnaire dont l'offre a été jugée essentiellement en conformité avec le dossier d'appel d'offres et sur la base des qualifications techniques et d'offre évalué le moins-disant conformément à l'article 99 du code de marchés publics.

### 16. Durée de validité des offres

Le soumissionnaire reste engagé par son offre pendant **90 jours** à partir de la date limite fixée pour la remise de l'offre.

### 17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables auprès de la Direction des Services Techniques de la Communauté Urbaine de Bamenda, Tel: 233 36 12 67/677 14 41 31/677 00 32 58.

#### Ampliations:

- ARMP (pour publication et archivage)
- Présidents CIPM (pour information)
- Affichage (pour information)
- Service des Contrats/Archives
- RD/MINMAP

Bamenda, the  
23 MAI, 2024  
Le Maire de la ville,  
Communauté Urbaine de Bamenda,  
(Autorité contractante)  
ACHOBONG TAMBENG PAUL

## Document n° 2: General Regulations of the Invitation to Tender (GRIT)



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# GENERAL REGULATIONS OF THE INVITATION TO TENDER

## A. Generalities

### 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 reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024 under emergency procedure.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.3 In this Tender File, the term "day" means a calendar day.

### Article 2: Funding

The source of funding 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 (02) 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 admitted for the competition

- 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 Contracting Authority 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: Materials, equipment, supplies, equipment and authorised services**

- 5.1 Materials, the contractor's equipment, 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 the bidder**

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

- (a) submit a power of attorney making the signatory of the bid bond by the bidder; 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 Contracting Authority 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 Contracting Authority into a single account. On the other hand, each undertaking is paid into its own account by the Contracting Authority 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 the 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 Contracting Authority 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 Contracting Authority 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. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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



Document No. 10. Model documents of the contract;  
Document No. 11. Models to be used by bidders;

- a. Model of declaration of intention to bid
- b. Tender Model
- c. Model of Bid Bond
- d. Model of final bond
- e. Model of start-up advance bond
- f. Model of guarantee retention bond
- g. Provisional planning of works

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

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

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

#### **Article 9: Clarifications on the Tender File and recourse**

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 shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

### **Article 12: Language of the bid**

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

### **Article 13: Constituent documents of the bid**

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

#### ***a. Volume 1: Administrative file***

It includes:

- i) all documents attesting that the bidder:
  - has subscribed to all declarations provided for by the laws and regulations in force;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) of the General Regulations of invitation to tender.

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

##### ***b.1 Information on qualifications***

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

##### ***b.2 Methodology***

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

##### ***b.3 Proof of acceptance of conditions of the contract***

The bidder shall submit duly initialled copies of the administrative and technical documents relating to the contract, namely:



1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

*b.4 Commentaries (optional)*

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

*c. Volume 3: Financial bid*

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

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

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

- 13.2 If in accordance with the provisions of the Special Regulations of the invitation to tender, bidders who present bids for several lots of the same invitation to tender 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 to take account of any modification in the foreign currency needs within the context of the contract.

#### **Article 16: Validity of bids**

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or 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 ninety (90) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:
  - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
  - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
  - iii) refuses to receive notification of the Administrative Order to commence execution.

#### **Article 18: Varying proposals of bidders**

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

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



Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution and 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority 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 (SRIT)



# Special Regulations of the Invitation to Tender

Introduction							
1.1	<p><b>Definition of Work:</b> The works consist of the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of the 22<sup>nd</sup> of February, 2024 following the characteristics defined in the technical specifications and the quantities given in the estimate. The buildings whose roofs shall be reconstructed include: the building between the main line and the second main line, some buildings in the tailoring line and the external buildings from the left side of the main gate up to the platter's section.</p> <p><b>Name and address of Contracting Authority:</b> The <b>City Mayor</b> of Bamenda City Council.</p> <p><b>Reference of the Invitation to tender:</b> OPEN NATIONAL INVITATION TO TENDER N°004/ONIT/BCCITB/2024 of 23/05/2024 for the rehabilitation of some roofs in Bamenda Main Market destroyed during the fire incident under emergency procedure.</p>						
1.2	<p><b>Execution timeframe:</b> The maximum execution timeframe shall be two (02) calendar months.</p>						
2.1	<p><b>Source of Funding:</b> The works referred to in this invitation to tender shall be funded by the 2024 Budget of the Bamenda city council, Head 220 120.</p> <p><b>Name of the project:</b> Reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024.</p>						
4.1	<p><b>List of pre-qualified candidates:</b></p>						
5.1	<p><b>Sources of Materials, Equipment and supply of equipment and services:</b> Locally</p>						
6	<p><b>Principal qualification criteria of the bidder:</b></p> <p><b>Eliminatory criteria</b></p> <ul style="list-style-type: none"> <li>- Forged, scanned, false or fake document;</li> <li>- Absence of bid bond or its equivalent;</li> <li>- Non compliance with bid model;</li> <li>- Deadline of execution more than the prescribed;</li> <li>- Omission of a quantified task on the bill of quantities;</li> <li>- Technical mark less than 80%;</li> </ul> <p><b>Essential criteria</b></p> <p>The following essential criteria shall be evaluated in a binary manner (satisfactory or not) and will include:</p> <ul style="list-style-type: none"> <li>- Financial situation;</li> <li>- Equipment;</li> <li>- Personnel;</li> <li>- Methodology of execution and conformity with technical specifications, environmental protection and hygiene;</li> <li>- References for similar works,</li> <li>- Acceptance of the conditions of the contract</li> </ul>						
6.1	<p>The number of points that shall be awarded to each criterion and sub-criterion shall be as follows:</p> <p><b>A. Financial situation</b></p> <table border="1"> <tr> <td>a. Financial capacity &gt; 75% Of the project cost</td><td>Yes/No</td></tr> <tr> <td><b>Total A</b></td><td>/1</td></tr> </table> <p><b>B. References for similar works or experience</b></p> <table border="1"> <tr> <td>a. Certified first and last pages of two similar contracts in the required domain ≥ 20 million realized within the past 3 years</td><td>Yes/No</td></tr> </table>	a. Financial capacity > 75% Of the project cost	Yes/No	<b>Total A</b>	/1	a. Certified first and last pages of two similar contracts in the required domain ≥ 20 million realized within the past 3 years	Yes/No
a. Financial capacity > 75% Of the project cost	Yes/No						
<b>Total A</b>	/1						
a. Certified first and last pages of two similar contracts in the required domain ≥ 20 million realized within the past 3 years	Yes/No						



b. Certified copies of the provisional reception reports of contracts executed in 2023 and final reception reports for those executed before 2023.	Yes/No
<b>Total B</b>	<b>/2</b>
<b>C. Equipment and tools</b>	
a. A 7-ton truck	Yes/No
b. 01 4x4wd pick-up	Yes/No
c. Assorted carpentry tools (receipt of small tools)	Yes/No
Justify with certified copies of vehicle registration or receipt of purchase or lease agreement in case of hire + vehicle registration or receipt of purchase	
<b>Total C</b>	<b>/3</b>
<b>D. Personnel</b>	
<b>Works Director: Holder of HND in civil engineering</b>	
a. Attestation of presentation of original of diploma	Yes/No
b. Certified copy of diploma	Yes/No
c. Experience in building and public works ( $\geq 5$ yrs)	Yes/No
d. CV signed and dated	Yes/No
e. Attestation of engagement with the enterprise	Yes/No
<b>Foremen carpentry and joinery works: Holder of CAP in Carpentry and Joinery works</b>	
a. attestation of presentation of original of diploma	Yes/No
b. certified copy of diploma	Yes/No
c. experience in carpentry and joinery works ( $\geq 3$ yrs)	Yes/No
d. CV signed and dated	Yes/No
e. Attestation of engagement with the enterprise	Yes/No
<b>Total D</b>	<b>/10</b>
<b>E. Methodology of execution and conformity with technical specifications, environmental protection and hygiene</b>	
a. Consistence site installation	Yes/No
b. Consistence Description of post of work	Yes/No
c. Consistence Organizational chart of the enterprise	Yes/No
d. Consistence Organizational chart for the execution of the works	Yes/No
e. Consistence Planning of execution of works	Yes/No
f. Consistence Attestation of site visit	Yes/No
g. Consistence Site visit report with pictures duly signed	Yes/No
h. Consistence methodology of execution and internal control	Yes/No
i. Consistence Means of communication	Yes/No
j. Consistence Use of human intensive labour and manpower deployment plan	Yes/No
k. Consistence Environmental protection measures/installation	Yes/No
l. Consistence security of the personnel measures	Yes/No
m. Consistence protection against HIV/SIDA and covid- 19 plan	Yes/No
n. Consistence maintaining of circulation during work and signalisation	Yes/No
<b>Total E</b>	<b>/14</b>
<b>F. Acceptance of the conditions of the contract</b>	
a. The Special Administrative Clauses (SAC) initialled on all pages and signed on the last page	Yes/No
b. The Special Technical Clauses (STC) initialled on all pages and signed on the last page	Yes/No
a. Quality of tender (orderliness, binding and neatness)	Yes/No
<b>Total F</b>	<b>/3</b>
<b>TOTAL A+B+C+D+E+F = 33 points</b>	



	The minimum acceptable total score obtained for the technical offer shall be 80%
7.3	<p><i>Visit of the site of work:</i></p> <ol style="list-style-type: none"> <li>1. It is important for the Bidder to visit and inspect the work site and its surroundings and obtain for himself and under his own responsibility all information that may be necessary for the preparation of the bid and the execution of work. The cost of the site visit shall be supported by the Bidder.</li> <li>2. The Contracting Authority will allow the Bidder and its employees or agents to enter its premises and/or its land for purposes of that visit, but only on the express condition that the Bidder, its employees and agents free the Contracting Authority, its employees and agents from any liability that may arise and compensation necessary, and they remain responsible for fatal accidents or corporal, loss or damage, costs and expenses incurred as a result of this visit.</li> <li>3. The Contracting Authority may arrange a tour of the work site at the preparatory meeting for the preparation of tenders referred to in Article 19 of GRIT.</li> </ol>
12	<p><i>Language of the bid</i></p> <p>The offer and all correspondences and documents exchanged between the Bidder and the Contracting Authority will be written in English or French.</p>
13.1	<p>The list of documents sighted in article 13 of the SRIT must be completed, regrouped in three volumes inserted respectively in internal envelopes and detailed as follows:</p> <p><b>Envelope A- Volume I: Administrative documents</b></p> <ol style="list-style-type: none"> <li>a. Declaration of intention to tender, stamped with a fiscal stamp (according to the attached model);</li> <li>b. The group agreement, where applicable;</li> <li>c. The power of attorney where applicable;</li> <li>d. A certificate of non-bankruptcy established by the Court of First Instance within the jurisdiction of the headquarters of the enterprise;</li> <li>e. An attestation of the bidder's domiciliary bank issued by a bank approved by the Ministry in charge of finance of Cameroon;</li> <li>f. Receipt of purchase of the Tender File;</li> <li>g. A bid bond or its equivalence (according to the attached model) of an amount of <b>five hundred and sixty nine thousand six hundred (569,600) Francs CFA</b> and a validity of <b>30 days</b> beyond the date of validity of the bids established by a first-rate bank approved by the Ministry of Finance in Cameroon;</li> <li>h. An Attestation of Non-exclusion from public contracts delivered by the authority competent for the regulation of public contracts;</li> <li>i. Certified copy of tax payer's card;</li> <li>j. Localization plan of the enterprise;</li> <li>k. Attestation of fiscal conformity;</li> <li>l. Certified copy of business registration;</li> <li>m. An attestation less than one (01) month old signed by the Director General of the National Social Insurance Fund certifying that the bidder has fulfilled his obligations towards the fund;</li> </ol> <p><b>In case of a group of companies each member of the group must present a complete administrative file, documents e, f, g, shall be presented only by the representative of the group.</b></p> <p><b>Envelope B- Volume II: Technical bid</b></p> <p><b>b.1 Information on qualifications</b></p> <ol style="list-style-type: none"> <li>1. The list of references for two similar works within the last 3 years <math>\geq 20</math> million, attaching justifying documents (certified contract's first and last pages including their reception minutes).</li> <li>2. An attestation of financial capacity delivered by a banking institution recognised by COBAC of not less 75% of the project cost.</li> </ol> <p><b>(See essential criteria A and B, page 34)</b></p> <p><b>b.2 Technical proposals</b></p>



	<ol style="list-style-type: none"> <li>1. Methodological note with a report of site visit, the description of works, the planning, list of equipment to be used to carry out the work (attach proof of ownership) as well as environmental protection measures and hygiene;</li> <li>2. The organization of the team in charge of execution with the qualifications and CVs of key personnel (site supervisor, foreman etc.), attaching justifying documents;</li> <li>3. An attestation of site visit signed by the Contracting Authority or his representative or the bidder.</li> </ol> <p><i>(See essential criteria C, D and E, page 34)</i></p> <p><b>b.3 Proofs of acceptance of the contract conditions</b>  The Bidder will also include copies of documents regulating the contract duly initialled and sign on the last page namely:</p> <ol style="list-style-type: none"> <li>1. The Special Administrative Clauses (SAC);</li> <li>2. The Special Technical Clauses (STC).</li> </ol> <p><i>(See essential criteria F, page 35)</i></p> <p><b>Envelope C- Volume III: Financial bid</b></p> <p>c.1 The bid proper, generally prepared according to the attached model, stamped at the prevailing rate and dated;</p> <p>c.2 The duly filled Unit price schedule;</p> <p>c.3 The duly filled detailed estimates;</p> <p>c.4 The sub-details of prices and/or the breakdown of all-in prices</p> <p>N.B The various parts of the same file must obligatorily be separated by color dividers both in the original and in the copies in a way as to facilitate its examination.</p>
	<b>Amount and currency of the offer</b>
14.3	All duties, taxes and charges payable by the Bidder under the future contract or otherwise, thirty (30) days before the deadline for submission of bids will be included in the price and the total amount of its bid.
14.4	Prices are not revisable
15.1	Not relevant
15.2 and 15.3	Currency of the Contracting Authority: Franc CFA
	<b>Preparation and submission of offers</b>
16.1.	<i>Period of validity of offers:</i> Bidders shall be bound by their tenders for a period of ninety (90) days with effect from the tender-submission deadline.
17.1.	<i>Amount of the bid bond:</i> The amount of the bid bond shall stand at <b>five hundred and sixty nine thousand, six hundred (569,600) Francs CFA.</b>
19.1.	<i>Place, date and hour of the preparatory meeting:</i> The will be no preparatory meeting.
20.1.	<i>Number of copies the offers to be filled and submitted :</i> Each offer written in English or French in six (06) copies; one original and five copies labelled as such.
21.2.	<i>Address of the Contracting Authority to be used to send the offers :</i> Bamenda City Council; Department of Technical Services, Tel: 233 36 12 67/ 677 14 41 31.  <i>Number of the invitation to tender:</i> OPEN NATIONAL INVITATION TO TENDER N° 004/ONIT/BCCITB/2024
22.1.	<i>Date and time for submission of bids:</i> 19/06/2024 at 10 am local time precisely.



25.1.	Place and date of opening of the bids: Bamenda City Council Tenders board office; 19/06/2024 at 11 am, local time.
<b>Evaluation and comparison of the bids</b>	
31.2	Currency reserved for the conversion to a single currency: _____ Source of exchange rate: _____ Date of exchange rate: _____
32.2(a)	The execution timeframe will be evaluated as follows: The execution timeframe is not a criterion for evaluation.
32.2(g)	The method of evaluation of the technical variable is the following: Not relevant.
33.1.	Not relevant
<b>Award of the contract</b>	
39.1. 39.2	The final bond is 2% of the amount inclusive of all taxes of the contract and will be established according to the model provided in this Invitation to Tender.



## Document n°4: Special Administrative Conditions (SAC)



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## Chapter I: Generalities

### Article 1: Subject of the contract

The subject of this contract is the realization of the works of the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024.

### Article 2: Procedure of award of the contract

This contract shall be awarded through Open National Invitation to Tender N°004/ONIT/BCCITB/2024 of 22/05/2024.

### Article 3: Definitions and attributions (article 2 of GAC supplemented)

#### 3.1 General definitions (cf. Code)

- **The City Mayor of the Bamenda City Council:** He ensures the preservation of originals of contract documents and the transmission of copies to ARMP and MINMAP through the focal point designated to this effect.
- **The Contracting Authority** is the City Mayor of Bamenda City Council. He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- **The Contract Manager** shall be the Director of Technical Services in Bamenda City Council.
- **The Contract Engineer** is the Divisional Delegate of Public Works for Mezam hereinafter referred to as the Control Engineer.  
His Missions will be to proceed on the technical control of the project and ensure the strict respect of the contract.
- **The Contractor** is the holder of the contract
- The competent Tenders Board is the **Bamenda City Council Internal Tenders Board.**
- The Attributions of the **Project Manager** is given to the consultant in charge of control and supervision of the works, who examines, verifies, testifies and approves the quality and quantity of all works executed. In consequence, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done. He works in collaboration with the Contract Manager
- Official in charge of unannounced controls: Regional Control Brigade MINMAP/NWR.

#### 3.1 Security

This contract may be used as collateral security subject to any form of transfer of the debt.

In this case:

- Authority in charge of the order to pay: *The Contracting Authority;*
- Accountant in charge of payment: *The Municipal Treasurer of Bamenda City Council;*
- Competent Authority for enquiries: *The Project Owner (or his competent services).*

### Article 4: Language, applicable law and regulation

1.4 The language to be used shall be English and/or French.

1.5 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: Constitutive documents of the contract (Article 4 of GAC)

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

1. The letter of submission or the act of engagement.



2. The offer of the Contractor and its annexes in all dispositions none contrary to the Special Administrative Clauses and the Special Technical Clauses mentioned herein;
3. The Special Administrative Clauses (SAC);
4. The Special Technical Clauses (STC);
5. The elements peculiar to the determination of the amount of the contract, such as, by order of priority: the prices list; the state of standard prices; the detail estimate; the decomposition of standard prices and/or the sub-detail of unit prices;
6. Plans, calculation details, survey and geotechnical documents;
7. The General Administrative Conditions applicable to the public contracts of works and enforced by decree N° 033 du 13 February 2007;
8. The Special Technical Clauses (STC) applicable to works subject of this contract.

#### **Article 6: Applicable general texts**

This contract shall be governed by the following general instruments Framework Law No. 96/12 of 5 August 1996 on the management of the environment;

1. The Mining Code ;
2. Instruments governing the various professional bodies;
3. Decree No. 2001/048 of 23rd February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
4. 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;
5. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
6. Decree No. 2012/074 of 8th March 2012 relating to the creation, organization and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
7. Decree No. 2012/075 of 8th March 2012 to organize the Ministry in charge of Public Contracts;
8. Circular No. 001/PR/MINMAP/CAB of 25th April 2022 relating to the application of public Contracts Code;
9. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
10. Circular No 00000026/C/MINFI of 29<sup>th</sup> December 2023 on the instruction relating to the execution of the finance law, and the monitoring and control of the budget of the state and other public entities for the year 2024.
11. Unified Technical Documents (DTU) for building works;
12. Applicable standards ;
13. Other instruments specific to the domain concerned with the contract.

#### **Article 7: Communication (Articles 6 and 10 supplemented)**

- 1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
  - a) In the case where the contractor is the addressee: Sir/Madam.....
  - b) Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Contracting Authority and Contract Manager, correspondences shall be validly addressed to the Bamenda II council, jurisdiction within which the work was done;
  - c) In the case where the Contracting Authority is the addressee:
  - d) The **City Mayor** of Bamenda City Council with a copy addressed to the Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
  - e) In the case where the Project Owner is the addressee:  
The **City Mayor** of Bamenda City Council with a copy addressed within the same deadline to the, Contract Manager, Contract Engineer and Project Manager, where applicable



- 1.2 The contractor shall address all written notifications or correspondences to the Delegated Project Manager with a copy to the Contract Manager.

#### **Article 8: Service Orders (Article 8 of GAC)**

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

- 8.1 The Service Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with a copy to the Contract Owner, the Contract Engineer and the Organ in charge of payment.
- 8.2 Upon proposal by the Delegated Project Manager, Service Orders with an incidence on the objective, the amount and execution deadline shall be signed by the Contracting Authority and notified by the Contract Manager to the Contractor with a copy to the Contracting Authority, the Contract Engineer, the Project Manager and the Delegated Project Manager and the Organ in charge of payment.
- 8.3 Service Orders of a technical nature relating 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 Delegated Project Manager with a copy to the Contracting Authority, Contract Manager and the Contract Engineer.
- 8.4 Service Orders formal notices shall be signed by the Contracting Authority and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and the Project Manager.
- 8.5 Service Orders for suspension or resumption of work as a result of the weather or any other case of unforeseen circumstance shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Contract Manager, Contract Engineer, Project Manager and the Delegated Project Manager.
- 8.6 Service 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 Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Service Order received. Having reservations shall not exonerate the enterprise of executing the Service Orders received.
- 8.8 Concerning Service Order signed by the Contracting Authority and notified by the Contract Manager, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Contract Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Contract Manager, take over from him and carry out the said notification.**

#### **Article 9: Contracts of conditional phases (Article 9 of GAC)**

- 9.1 The present contract is of a single phase.

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

- 10.1 All modifications even partial to the propositions of the technical offer will be done only after certification by the Engineer. In case of modification, the Contractor will have to replace with a personnel of competence (qualification and experience) at least equal or with equipment of similar performance and in a good operating state.
- 10.2 In any case, the lists of supervisory staff and equipment to be used shall be subject to the approval of the Contract Engineer in a time-limit of fifteen (15) days following the notification of the Service Order to start execution. The Contract Engineer has at his disposition seven (7) 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 list of supervisory staff and equipment given in the technical bid prior to and during the works shall constitute a motif for termination of the contract as mentioned in article 45 below or the application of penalties up to ten (10) percent.

### **Chapter II: Financial conditions**



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

### **11.1. Final bond**

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

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

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

### **11.2. Performance bond**

The retention fund shall be set at 5% of the amount of the contract, inclusive of all taxes.

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

### **11.3. Start-up advance bond**

This Start-up advance must be guaranteed by a reimbursement guarantee bond or caution at one hundred per cent (100%) by a local Banking Institution certified by the Minister in charge of finance under the conditions of the COBAC.

The refunding of the start-up advance bond or the caution will be done when this advance must have been totally reimbursed on a release order delivered by the Contracting Authority at the request of the Contractor.

## **Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)**

The amount of this contract as indicated in 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 IR \_\_\_\_\_ ( ) CFA F.
- Amount inclusive of VAT \_\_\_\_\_ CFA F
- Net to be paid=Amount exclusive of VAT - IR

## **Article 13: Place and method of payment**

The Contracting Authority 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: Variation of Prices**

Prices are fixed and not subject to revision.

## **Article 15: Formula for the revision of Prices**

Not necessary.

## **Article 16: Formula for actualization of Prices**

Not necessary.

## **Article 17: Works pre-financed by the Delegated Contracting Authority "Travaux en régie"**

Not necessary.

## **Article 18: Valorisation of the works**



This contract is of unit and all-in prices.

#### **Article 19: Valorisation of supply**

Not necessary.

#### **Article 20: Start-up advance (article 28 of the GAC)**

- 20.1 The Contracting Authority may grant a start-up advance of twenty percent (20 %) of the amount of the contract.
- 20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the regulations in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 20.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the contract.
- 20.4 As the reimbursement advances, the Contracting Authority shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 20.5 The possibility of granting start-up advance or advance for supplies must be expressly stipulated in the Tender File.

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

##### **21.1 Verification of works executed**

Before the 30th of each month, the Contractor and the Engineer of the contract will establish a contradictory attachment which recapitulates and fixes the quantities of works realised for each list of work that gives right to payment.

##### **21.2 Monthly detailed account**

No later than the fifth (5<sup>th</sup>) 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:

- [100-2.2 paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.

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

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

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

Payments shall be done by the Municipal Treasurer within a maximum deadline of 21 calendar days from the date of submission of the approved detailed accounts.

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

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code.

#### **Article 23: Penalties (Article 32 of the GAC supplemented)**



#### **A. Penalties for delay**

23.1 The amount set for penalties for delays shall be set as follows:

- a) One two thousandth ( $1/2000^{th}$ ) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One one thousandth ( $1/1000^{th}$ ) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

23.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

#### **B. Specific penalties [amount to be indicated]**

23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non-observation of the provisions of the contract, especially:

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

#### **Article 24: Payment in case of a group of enterprises (article 33 of the GAC)**

Co-contractors will distribute the funds which are paid by the Contracting Authority in a single account.

#### **Article 25: Final detailed account (article 34 of the GAC)**

25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional reception, 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.

25.2 The Contract Manager has at their disposal a deadline of seven (7) days to notify the corrected project and accepted by the Engineer.

25.3 The Contractor has at his disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

#### **Article 26: General and final detailed account (article 35 of the GAC)**

26.1 At the end of the guarantee period which results in the final reception of the works, the Contract Manager draws up the general and final detailed accounts of the contract which will be 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 contractor definitely binds the two parties, puts an end to the contract, except with regard to interest on overdue payments

26.2 The Contractor has at his disposal a deadline of fourteen (14) days to resubmit the final detail account bearing his signature.

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

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

- Taxes and dues relating to industrial and commercial profits, including the IR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;



- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices means VAT included.

#### **Article 28: Stamp duty and registration of contracts (article 37 of GAC)**

Seven (7) original copies of the contract shall be stamped by and at the charges of the contractor, in accordance with the applicable regulations.

### **Chapter III: Execution of works**

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

The works shall include:

- Site installation;
- Roof works;
- All other subjections necessary for good execution of the works.

#### **Article 30: Role and responsibilities of the Contracting Authority (GAC supplemented)**

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

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

#### **Article 31: Execution time-limit of the contract (article 38 of the GAC)**

31.1 The time-limit for the execution of the works forming the subject of this contract shall be: two (02) calendar months.

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

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

The detailed and general plan of progress of the works shall be communicated to the Project Manager in five (5) copies at the beginning of the execution of the works.

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

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

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

#### **Article 34: Insurance of structures and civil liabilities (article 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:

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

#### **Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)**

##### **35.1 Programme of works, Quality Assurance Plan and others (to be specified).**

- a. Within a maximum deadline of twenty one (21) days, as from the notification of the service order to start work, the Contractor shall submit, in five (5) copies, for the approval of the Contract Manager the program of execution of the works, the calendar of supply and his plan of environmental management.

This program shall be presented following the models furnished.



Two (2) copies of the documents shall be returned in a deadline of ten days as from their reception with:

- Either with the approval mention "good for execution" ;
- Or the mention of their reject accompanied by the motives of the said reject.

The contractor has at his disposal eight (8) days to present a new one. The Contract Manager disposes then a deadline of five (5) days to give his approval or make eventual remarks. In this case, the procedure is restarted without that this modifies the contractual duration.

The approval by the Contract Manager or Project Manager does relief the Contractor of his responsibility. Meanwhile the works executed prior to the program will not be verified or paid. The actualized approved planning becomes the contractual planning.

The contractor shall constantly update on site, the planning that will take account the real progress of the site. Significant modifications may only be made on the contractual program only after the approval of the Project Manager.

After approval of the execution planning by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without suspensive effect of 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 planning accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- a) The Environment Management Plan should bring out notably the technical conditions choice of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- b) 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.
- c) 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.

#### **35.2 Execution program**

- a) The execution plans and documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Delegated 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 Delegated Project Manager has a deadline of fifteen (15) days to examine and make known his observations. The contractor then has a deadline of eight (8) days to present a new file including the said observations.

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

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

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

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: The Senior Divisional Officer for Mezam in accordance with article 50(2) of the GAC].

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

#### **Article 37: Implantation of structures**

The Project Owner shall notify within seven (7) days following the date of notification of the Service Order to commence work, the basic points and levels of the project (Site Installation).

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

The part of the works to be sub-contracted shall be 25% of the initial amount of the contract and its additional clause.

#### **Article 39: Site laboratory and tests (article 55 of GAC)**



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

39.2 The Contract Manager has a deadline of fourteen (14) days to approve the contractor's personnel and laboratory as soon as the request is made.

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

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

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

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

The use of explosives is forbidden.

## **Chapter IV: Acceptance**

**Article 42: Provisional reception (article 67 of the GAC)**

42.1 Before the provisional reception, the contractor shall request in writing to the Contract Engineer with a copy to the Contract Manager, a technical visit prior for pre-acceptance of the works. The visit shall take into consideration the following operations:

- Qualitative and quantitative evaluation of the works executed.
- Findings and statements of unexecuted works envisaged in the present contract.
- Findings relative to the completion of works.

These operations shall be subject to a site report drawn up on the field and duly signed.

42.2 The pre-reception the Control Engineer shall specify the reserves to be uplifted and the works to be executed before the reception. The reception shall only be programmed when the reserves have been uplifted.

42.3 Acceptance of works: The Reception Commission shall comprise the following members indicatively:

- i. *The Project Owner or his representative as chairperson;*
- ii. *The Secretary General of the BCC as member;*
- iii. *The Contract Manager as member;*
- iv. *Contract Engineer as secretary;*
- v. *The Stores Accountant as member;*
- vi. *RD/MINMAP as observer;*
- vii. *The Contractor as observer.*

The contractor shall be invited to the reception by mail at least 10 days prior to the acceptance. He is bound to attend (or be represented).

He takes part in the reception as an observer. His absence is equivalent to acceptance without reservation of the conclusion of the Reception Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the reception and shall proceed to provisional reception of the works if that be the case.

The visit for provisional reception shall be the subject of minutes of provisional reception signed on the spot by all the members of the Commission.

The minutes of the provisional reception report shall specify or set the date of completion of the works.

42.4 Partial receptions are not previewed in the framework of this contract.

42.5 The guarantee period begins from the date of provisional reception.

**Article 43: Documents to be furnished after execution (article 68 of the GAC)**

43.1 Within 30 days after the provisional reception of all the work, the Contractor will submit a dossier of verification with a plan to 1/100e and a report describing the work done.



43.2 The bond of the good execution of work will be released only after the submission of the dossier of verification.

**Article 44: Guarantee period (article 70 of the GAC)**

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

**Article 45: Final reception (article 72 of the GAC)**

45.1 Final reception shall take place within a maximum deadline of *twenty one (21) days* from the date of expiry of the guarantee.

45.2 The Project Manager shall be a member of the commission.

45.3 The procedure for final acceptance shall be the same as for provisional acceptance.

**Chapter V: miscellaneous provisions**

**Article 46: Termination of the contract (article 74 of the GAC)**

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2018/366 of 20<sup>th</sup> June, 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

Delay of more than fifteen (15) calendar days in the execution of an Administrative Service Order or unjustified stoppage of work for 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 47: Case of unforeseen circumstances (article 75 of the GAC)**

If the contractor were to raise the issue of unforeseen circumstances, 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 48: 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 Cameroonian jurisdiction.

**Article 49: Formatting and reproduction of this contract**

Seven (7) copies of this contract shall be produced at the charges of the contractor and submitted to the Contract Manager.

**Article 50 and last: Entry into force of the contract**

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



# Document n° 5 : Special Technical Clauses (STC)

## **GENERALITIES**

The contractor in charge of this execution must make careful studies of the working drawings. Visit the site and bring up points not understood to the site supervisor for a clarification before making shop drawings and before setting out is carried out.

He will proceed to a careful study of the project and make observations and furnished modifications to the Architect before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of the foundation



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## **Section 0: General Conditions**

### **0.0 INFORMATION**

#### **0.0.1 Aims: Objectives**

The City mayor of the Bamenda City Council in Mezam Division, North West Region, hereinafter referred to as the Contracting Authority, intends to reconstruct some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024. The aim of this present specification is thus to describe the materials and equipment to be used as well as the works to be carried out in the realisation of the project.

This descriptive notes and technical specifications are drawn up are for the purpose of execution of the works of the above mentioned project. This handbook is for those to execute, supervise and the client, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve the desired goal. Building materials concerned are generally what is accepted in the construction industry and only qualified technicians are required to transform these materials into the concerned structures as their aesthetics will very much dependent on the manipulation of the carefully chosen materials.

This section is intended to be complementary to, or supplementary to all what is not contrary to the provisions of the general terms of Contract. All information relating to the works shall be obtained at the Office of the Contracting Authority.

No verbal answer will be given to any enquiries with regard to the meaning of drawings and specifications nor will any verbal instructions be given before the award of the contract. No verbal statement regarding the contract by any person previous to the award of the contract will be authoritative. Any explanation desired by Bidders must be requested in writing. If a reply is made, it will be communicated to all who have indicated their intention to tender for the works.

#### **0.0.2 Errors**

Should any errors, omissions, inconsistencies or obscurity in wording appear or occur in the drawings or in the specifications, or should there be any discrepancies between drawings and specifications, the Bidder shall, before submitting his bid, apply to the Contracting Authority, in writing, for an interpretation and determination of the intent of the drawings and specifications. Any interpretation made by the Contracting Authority before the submission of bids shall be a part of the tender Document.

#### **0.1 Space Program**

According to the Contracting Authority's brief to us, the total area of roofs to be rehabilitated is 1695.91 m<sup>2</sup>

#### **0.2 Scope of Studies.**

The Architectural and Engineering design studies for the roofs have been done to final working drawing stage to give a complete understanding of the nature and complexity of the roofs in terms of the materials to be used for its construction, including all finishes. The Contractor(s) selected for the works shall be expected to engage the necessary expertise to produce all workshop or production and detailed installation drawings to the satisfaction of the Contracting Authority prior to execution. The Contractor(s) shall be deemed to have verified and ascertained the recommendations contained in the drawings and specification, and to be in a position to carry out the works in accordance with the drawings, or should they wish to modify any recommendation they should provide evidence that the solution(s) they have adopted give the same or improved performance and cost effectiveness.

#### **0.3 Examination of Site.**

The Contractor shall be held to have examined the site and have compared it with the drawings and specification and to be satisfied that the conditions existing at the site at the time of estimation of work are such as to enable the works to be completed properly. No allowance will



subsequently be made or conceded by reason of any error due to the Contractor's neglect to comply with the requirements of this clause.

**0.4 Guarantees**

The contractor shall guarantee all works executed for a period of one year running after the provisional acceptance of works. All defective work shall be made good and defective fittings replaced at the contractor's expense prior to final acceptance of the works.

**0.5 Materials, Workmanship, Tools, etc...**

The materials of all items shall at all times be subjected to inspection, and supervision of the Project Manager who may reject any workmanship and/or material which do not conform to the intent of the drawings and Specifications.

**0.6 Contractor's Site Engineer**

The Contractor must devote his time and personal attention to the work, and shall employ and retain at the building site from the commencement until the entire completion of the work, a Contractor's Project Engineer, competent and capable of maintaining proper supervision and care of the works and acceptable to the Project Manager, who in the absence of the Contractor, irrespective of any Engineer or foreman employed by any sub-contractor, shall see that the instructions of the Project Manager are carried out.

**0.7 Contractor's Scope of responsibility**

The Contractor will be held responsible for all approved work and materials which conform to all plans and specifications until the work is completed and accepted. He shall keep reliable watchmen from the beginning to the completion of the works. The Contractor will be held responsible for any and all damages which may arise or occur to any party whosoever, or injury to persons by reason of the works. In this regard he must ensure that the site personnel and site Supervisors, third parties and the works are adequately protected in accordance with the norms and the regulations in force.

**0.8 Scaffold, Ladders and Temporary Stairs & Shed**

The Contractor shall furnish and securely set scaffolding required for his work. All Scaffolding shall be of good sound materials, of adequate dimensions for its intended use and substantially braced and tied to ensure absolute safety for those required to use it. The Contractor shall provide all ladders required for his work. Ladders shall comply with all labour Law requirements.

**0.9 Removal of Rubbish.**

The Contractor shall at all times keep the building premises and surrounding sidewalks clean and free from rubbish and discarded or surplus materials; he shall identify good locations within the project site to receive all rubbish and discarded or surplus materials, and shall direct his workers to deposit their rubbish and surplus materials in the receptacles provided for this purpose or in orderly piles.

**1.10 Method of Construction and Work Plan**

The Contractor shall submit to the Engineer not later than 28 days from the date of award of the Contract a general description of his proposed arrangements and methods for the execution of the Works, including temporary offices, buildings, access roads, deviations, Contractor's Equipment and its intended production output, working shift arrangements, strengths of work force of skilled and unskilled labour, supervision arrangements, power supply arrangements, supply of materials, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.



During the execution of the Works, the Contractor shall also submit to the Engineer full and detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance with the foregoing.

The Engineer's normal working hours shall be defined as 7.30 am to 5.30 pm on weekdays with Sundays set aside for rest. If the Contractor wishes to execute Permanent Works outside these hours, or on public holidays he shall obtain the written permission of the Administration as required, and the Engineer should be informed at least one full working day in advance to enable the Engineer to make provision for supervision of such work.

**0.11 Other Contractors**

The Contractor is advised that other Contractors employed by the Employer and employees of the Employer may be working in connection with the Project on and around the Site.

Pursuant to the Conditions of Contract the Contractor shall not interfere in any way with any works, or property belonging to the Employer or a third party, irrespective of whether the position of such works is indicated to the Contractor by the engineer or not. The Contractor shall respect any works executed by others and articles supplied or installed by others and shall be held responsible for any loss or damage thereto if caused by him, his employees or his Subcontractors.

**0.12 Displacement of Existing Networks**

The Contractor shall request the services concerned to reroute any services network (water, electricity, telephone, ...) crossing the project site. The Contractor shall also take all necessary measures to channel off any natural water flowing through the project site.

**0.13 Construction Photographs and Videos**

The Contractor shall be responsible for the production of Construction Photographs and Videos as provided herein.

Photographs and Videos of the entire Site, or pertinent features thereof, shall be taken before the commencement of Works and promptly submitted to the Engineer. The same views shall be re-photographed upon completion of all the construction activities and a complete edited video shall be submitted with the Contractor's application for final payment. Additional photographs and videos shall be made each month throughout the progress of the Works at such times as requested by the Engineer, and submitted with the Contractor's application for progress payment.

## **SECTION 1: Site Installation, Complementary Studies And Preparatory Works**

**1.1 General Site Installation:**

The Contractor shall ensure the bringing to site of all installations, equipment and materials necessary for the execution and internal control of the works, as well as their withdrawal from site at the end of the project.

After the award of the contract and before work commences the Contractor shall submit to the Engineer drawings showing the general arrangement of his Temporary Works with diagrams and descriptions showing how he proposes to execute such Temporary Works and how they fit into his programme, pursuant to the Conditions of Contract, for the execution of the whole project, all to be subject to the consent of the Supervising Engineer. The whole of the Temporary Works and the equipment and appliances used, shall be the liability of the Contractor in regard to their construction, safety, maintenance and removal on completion of



the Contract and consent by the Engineer shall in no way relieve the Contractor of his duties or responsibilities under the Contract.

**1.2 Site Identification Board**

Within five (05) days from the date of notification to commence the works, the Contractor shall provide, erect and maintain in a clearly legible condition and conspicuously displayed at the entrance to the site from the beginning of the work until the completion and acceptance of the project, a site identification board in accordance with a format approved in advance by the Employer. The board shall contain the following information: Republic of Cameroon, Peace – Work – Fatherland (in English and in French), Title of the Project, Employer, The Funding Bodies, Project Engineer, Executing Contractor, Design Consultants, Project duration and any other information as requested by the Project Engineer.

No other sign of any nature shall be placed closer than 8.00m to this temporary sign, unless required for purposes of security, in which case it shall be placed as not to obscure this sign or part of it in anyway.

**1.3 Other Signboards**

At the request of the Supervising Engineer, the Contractor may provide, erect and maintain other signboards which shall then be erected at locations to be instructed by the Engineer.

**1.4 Hoarding**

The Contractor shall, immediately upon the date for site possession and at his own expense, supply, erect and enclose the whole of the site within a hoarding not less than 2.4 metres high using materials of his choice, in order to screen off the work area. The hoarding shall be uniform in appearance, and constitute sufficient obstacle to prevent ingress of unauthorised persons or children, and be complete including all necessary padlocked gates, fans and screens to ensure the safety of the public, adjoining owners, and the works. The hoarding shall be adjustable during the course of the works as required and shall be maintained till the end of the project.

**1.5 Surveillance and Guarding**

The Contractor shall deploy all necessary human and material means to ensure surveillance and guarding of the site by day and by night, throughout the entire duration of the project up till provisional Taking-Over.

**1.6 Site Clearing and Maintenance of Access Roads**

During the execution of the works the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

Access roads leading to the site within the project area shall be kept accessible at all times. The portions of the roads to be maintained shall be those directly linked with the execution of the Building, from the exit point of their intersection with the principal road of the project.

**1.7 Site Office and Meeting Room**

The Contractor shall provide site office for his own use, for his site laboratory, and for site meetings.

**1.8 Temporary Service Connections**

The Contractor shall make all necessary arrangements to ensure connection of the site to water, electricity, telephone and other sundry services networks required in connection with the execution of the works.



The Contractor shall provide a clean, sufficient and continuous supply of fresh water, both for construction of the Works and for all offices, laboratories and workshops. He shall undertake all arrangements including pipelines and meters for connecting to local water mains and the provision of pumps, storage tanks or water conveyance where necessary, payment for all fees and water charges and the satisfactory removal of all such arrangements and provisions on completion of the Works.

The water shall be clear of suspended solids and free from any matter in quantities considered by the Engineer to be deleterious to the work. Water supplied to all the offices, laboratories and houses shall be wholesome and potable to the satisfaction of the public health authorities in the area of the Site.

#### **1.9 Health, Safety, and Accidents**

The Contractor shall ensure, in so far as is considered by the Engineer to be reasonably practicable and to the Engineer's satisfaction, the health, safety and welfare at work of his employees including those of his Subcontractors and of all other persons on the Site. His responsibilities shall include:

- a) The provision and maintenance of the Contractor's equipment and the adoption of methods of work that are safe and without risk to health,
- b) The execution of suitable arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage, transport and disposal of articles and substances,
- c) The provision of protective sectioning and equipment, with such personnel and equipment and such information, instruction, training and supervision as are necessary to ensure the health and safety at work of all persons employed on the Works all in accordance with the laws of Cameroon,
- d) The provision and maintenance of suitably equipped and staffed first aid stations throughout the extent of the Works to the satisfaction of the Engineer. The Contractor shall allow in his prices and be responsible for the cost of all such site welfare arrangements and requirements,
- e) Designation as Safety Officer of one of his senior staff who shall have specific knowledge of safety regulations, and experience of safety precautions on similar works and who shall advise on all matters affecting the safety of workmen and on measures to be taken to promote such safety,
- f) The provision and maintenance of access to all places on the Site in a condition that is safe and without risk of injury,
- g) The provision of adequate waterborne sanitation, refuse collection and disposal, complying with the Laws of Cameroon and all local Bye-laws and to the satisfaction of the engineer, for all houses, offices, workshops and laboratories erected on the Site,
- h) The provision of an adequate number of suitable latrines and other sanitary arrangements at sites where work is in progress to the satisfaction of the health Authorities and the Engineers.

#### **1.10 Drawings And Documents**

##### **1.10.1 Standard Size of Drawings and Documents**

- (1) Drawings, whether to be supplied by the Engineer or the Contractor shall only be prepared according to Standard sizes DIN A1 (594 x 841mm) or DIN A0 (841 x 1189 mm).
- (2) Documents, whether to be supplied by the Engineer or the Contractor shall be prepared on Standard size DIN A4 (210 x 297mm), except where particularly agreed otherwise with the Engineer.



#### **1.10.2 Exhibited Drawings**

The Exhibited Drawings show the work to be done under the Contract, subject to the provisions for variations in the Conditions of the Contract, but they shall not be used for construction purposes unless specific instructions for such use are given by the Engineer as the work proceeds. In general, the Exhibited Drawings are intended to indicate the scope and complexity of the Work.

#### **1.10.3 Working Drawings**

Working drawings are the drawings to be prepared by the Contractor and shall show sufficient dimensions, specific and typical details to define the various features of the Works, thus enabling the Contractor to perform the relevant works or to prepare the shop drawings.

#### **1.10.4 Documents to be supplied by Contractor**

- (1) The Contractor is obliged to supply drawings and documents for the Permanent and Temporary works as stated in the present specifications or as may otherwise be requested by the supervising Engineer.
- (2) The drawings and documents to be provided by the Contractor include, but are not limited to, the following.
  - a) Site layout and installation drawings.
  - b) Work and construction programmes inclusive of revisions, if required;
  - c) Drawings and calculations for all Temporary Works and construction stages planned by the Contractor.
  - d) Bar bending schedules for reinforced concrete structures.
  - e) Reports and records of all tests and material tests to be carried out by the Contractor or his suppliers.
  - f) Drawings, records and reports on specific construction measures to be supplied by the Contractor in accordance with other provisions of the contract.
  - g) As-built drawings, incorporating all changes or amendments made in the course of the construction works, for all Permanent Works, including those for which the Engineer has prepared the working drawings.
  - h) As-built drawings shall be supplied to the Engineer immediately after completion of the particular part of the Works.
  - i) Brochures and technical literature of all equipment items and fixtures, which are to be permanently installed in the Works.
  - j) All instructions (in the form of lists, manuals and the like), which are required by the Employer for proper operation, as well as for expert maintenance and repairs of the structures and facilities.

The time limit for approval of working drawings and issuance of other clearances is 15 days. The Contractor shall therefore take all necessary pre-emptive measures when submitting documents for approval to avoid any eventual delays on the overall time schedule of the works.

#### **1.10.5 As-built Documents**

The Contractor shall establish as-built drawings and plans as the work progresses. These drawings and plans shall incorporate all the changes and modifications that have been made and approved by the Engineer in the course of the project.

All the Drawings and plans shall be done on AutoCAD. The Contractor shall hand over all the as-built drawings and plans to the Employer in the number of hard copies agreed by the Engineer and an electronic copy of the AutoCAD files.



## **Section 2: Roof Support Structure and Roof Covering**

### **2.1 General description**

The works described here involve the rehabilitation of some roofs at the Bamenda Main Market destroyed during the fire incident.

All construction details pertaining to jointing and sizes of members of trusses and other structural units as shown on drawings or as laid down in this or any other particular specification must be strictly respected.

### **2.2 Nature of wood.**

The wood to be used for the works may be Doussie, Iroko, Mowingui or Landa or any other locally available hardwood of similar quality and characteristics. It must be air-dried with a moisture content between 14-17%.

Wood for timber beams and roof trusses must be of good quality and free from all defects, wavy edge, shakes, splits, and loose or dead knots. It must be well aligned and no traces of decay or charring would be accepted. Adequate information must be provided concerning the source and handling of the wood, to facilitate the verification of quality by the controlling Engineer.

### **2.3 Preservation**

All wood intended for the above-defined structural works shall be preserved with a good fungicide-insecticide such as Xylamon. Preservation shall be achieved by immersing the various members of the trusses and other structures in preservative for a period of 30 seconds to 3 minutes, before assembling. New surfaces exposed by cutting after preservation would be further preserved by coating with preservative to a spread of 250 g/m<sup>2</sup>. It is therefore advisable to prepare completely and cut the timber into pieces of appropriate dimensions prior to treatment.

### **2.4 Painting**

Where painting of the timber is desired, all relevant parts of assemblies or individual pieces should be protected with a priming paint and one undercoat before leaving the factory.

Steel components other than bolts, connectors and washers should in all cases be painted before dispatch to the site. All surfaces should be thoroughly cleaned to remove all loose scale and rust before being painted with one coat of genuine red lead paint.

### **2.5 Workmanship**

#### **2.5.1 Moisture Content.**

In order to minimise the effects of shrinkage or warping, the moisture content of the timber at the time of fabrication should be within 3% of the moisture content likely to be attained by the timber in service.

#### **2.5.2 Machining of Timber**

##### **a) General**

All timber should be sawn, planed, drilled or otherwise machined to the correct shape and size in accordance with the detailed drawings and specifications. Dimensions and spacing should not be scaled from drawings. Pieces damaged by splitting or bruising would be rejected if the dimensions allowed for similar defects in grading are exceeded.

##### **b) Surfaces:**



The quality of the surface, as finished, should be appropriate to the position and use of the timber. Surfaces at any joint in an assembly should be such that the parts may be brought into contact over the whole area of the joint before connectors are inserted or any pressure or restraints from the fastening is applied. These surfaces should have a good sawn or planed finish. Bearing surfaces of cuttings should be smooth.

- c) **End Sealing**  
Where splitting is likely to have a deleterious effect, end sealing is recommended.

### **2.5.3 Jointing**

- a) **General**  
Details of the joints at nodes of the trusses are as shown on the drawings. Joints at nodes of the trusses are to be realised in nails.

The Contractor is advised to order wood from the saw mill with lengths that would minimise the need for joints.

- b) **Nailed Joints**  
When specified or where necessary to avoid splitting, nails should be driven into pre-bored holes of diameter not greater than four-fifths of the diameter of the nails. Care should be taken to avoid placing nails in any end split.
- c) **Bolted Joints.**  
Bolt holes should be drilled to diameters as close as possible to the nominal diameter of the bolt and in no case more than 1/16 larger than the bolt diameter. Care should be taken to avoid placing a bolt in any end split. A minimum of one complete thread should protrude from the nut.

A washer should be fitted under the head of each bolt and under each nut. The minimum sizes of washers are given in the table below:

Diameter of bolt (mm)	Minimum thickness of washer (mm)	Minimum sides of square or diameter of washer
10	3.5	50 mm
15	5.0	60 mm

## **2.6 Assembly of Units.**

### **2.6.1 General**

Assembly of structural units should be done on a level bed and in such a way as to avoid damage to any of the members and so that the finished structural unit conforms to detailed drawings and specification. Assembly shall be done on site or in factory. When assembly is done in the factory, transportation to site would be as described below.

### **2.6.2 Site Assembly**

When assembly is to be performed on the site, one set of components should be fitted together and dismantled prior to despatch to the site, in order to ensure that the assembly of structural units conform to the detailed drawings and specifications. Twisted or damaged members should be replaced before erection on the site.

Before proceeding with bulk production, a complete assembly of one of each framed truss or other structural unit should be checked to prove the accuracy of the templates, etc. A similar check should be carried out from time to time to control the wear and tear on templates and gauges.

## **2.7 Transport of Assemblies from Factory.**



### 2.7.1 General:

Assemblies done in factory should be checked for correctness in same way as described above for site assemblies.

### 2.7.2 Protection:

- a) All materials and assemblies should be protected from the weather, and suitable measures should be taken to protect the surfaces during hoisting, etc.
- b) Handling.  
The over-stressing of members during handling should be avoided. Where lifting points or methods of lifting are not indicated on the design, guidance should be sought from the Supervising Engineer.
- c) Storage:  
Timber components should not be exposed to high humidity and all materials and assemblies should be protected against exposure to the weather, wetting, damage, decay and insect attack.
- d) Placing.  
All trusses assembled either on site or in factory can be placed, with the use of a crane. Placing can also be achieved by assembling the members in-situ. It can also be done by assembling the truss in 2 or more partial trusses, erecting these partial trusses with the help of a crane and scaffolding and coupling the partial trusses in-situ.

### 2.8 Purlins:

Purlins shall be in well-seasoned timber of dimensions 5 x 10 cm fixed to the trusses with the help of angular wooden wedges which also serve to keep the purlins on edge at right angles to the rafters. The purlins must, prior to use, be treated with wood preservative as described above

### 2.9 Roof Covering:

The roof covering shall be of 4/10e coloured tôle bac roofing sheets laid to fall as shown on the roof plan. In this particular case the roof for the guard's house shall be constructed with reinforced concrete.

## 3.0 Rate of involvement of local labour

In order to ensure the spill over of the project in the community, it is expected that all the artisan staff and general labour shall be recruited locally during the realisation of the project.

## 4.0 Equipment and tools needed to realize the project

The following table comprises the type of equipment needed for the works

TRANSPORTATION	SITE HEAVY EQUIPMENT	SITE TOOLS	TOOLS FOR OPERATIVES
At least a 7-ton tipper	Concrete mixer	Saws	Trucks
(01) 4x4wd vehicle	Concrete needle vibrator	Hammers	Measuring tape
	Wheel barrows	Nail bars	Protective clothing and shoes
		Measuring tools etc	



## Document n° 6: Schedules of unit prices



**UNIT PRICE SLIP (UPS) FOR THE REHABILITATION OF SOME ROOFS AT THE  
BAMENDA MAIN MARKET**

PRICE N°	DESCRIPTION OF TASKS	UNIT PRICES IN FIGURES(F.CFA)
100	<b><u>PRELIMINARY WORKS</u></b>	
101	<b>Site installation and the implantation of works:</b> This price remunerates under the regulations and conditions previewed in the contract in LUMP SUM site installation and the implantation of works.  The LUMP SUM at: ..... FCFA	
102	<b>Work execution programme in hard and soft copies:</b> This price remunerates under the general conditions previewed in the contract in LUMP SUM the establishment of the work execution program and the as-built plans  The LUMP SUM at: ..... FCFA	
200	<b><u>ROOFING WORKS</u></b>	
201	<b>Rafter, braces, struts, purlins and king post:</b> This price remunerates under the regulations and conditions previewed in the contract in Cubic Meters for rafter, braces, purlins and king post.  The CUBIC METER at: ..... FCFA	
202	<b>Corrugated roofing sheets 5/10e:</b> This price remunerates under the regulations and conditions previewed in the contract in Square Meters roofing with 3m length corrugated iron sheets  The SQUARE METER at: ..... FCFA	
203	<b>Roof gutters complete with accessories:</b> This price remunerates under the regulations and conditions previewed in the contract in Meters length the roof gutters  The METER LENGHT at: ..... FCFA	
204	<b>Facia board complete with accessories:</b> This price remunerates under the regulations and conditions previewed in the contract in Meters length the facia board  The METER LENGHT at: ..... FCFA	
205	<b>Ridge cap complete with accessories:</b> This price remunerates under the regulations and conditions previewed in the contract in Meters length the facia board  The METER LENGHT at: ..... FCFA	
206	<b>Angle ridge complete with accessories:</b> This price remunerates under the regulations and conditions previewed in the contract in Meters length the facia board  The METER LENGHT at: ..... FCFA	



## Document n° 7: Detailed Estimate



**BILL OF QUANTITIES AND COST ESTIMATES FOR THE REHABILITATION OF SOME ROOFS AT THE BAMENDA MAIN MARKET DESTROYED DURING THE FIRE INCIDENT OF 22<sup>ND</sup> FEBRUARY, 2024.**

PRICE No	DESCRIPTION	UNIT	Q'TY	UNIT PRICE	AMOUNT (FCFA)
<b>100</b>	<b>PRELIMINARY WORKS</b>				
101	Site Installation	LS	1.00		
102	Execution program + as-built plans	LS	1.00		
	<b>SUB TOTAL 100</b>				
<b>200</b>	<b>ROOF WORKS</b>				
<b>201</b>	Construction of roof frame (rafters, struts and purlins)	m <sup>3</sup>	17.30		
202	Roofing with 5/10e 6m length corrugated roofing	m <sup>2</sup>	1695.91		
203	Construction of fascia boards	ml	397.94		
204	Construction of roof gutters	ml	375.70		
205	Construction of angle ridge	ml	39.00		
	<b>TOTAL(EAT)</b>				
	TVA (19.25%)				
	AIR (2.2% OR 5.5%)				
	<b>TOTAL(IAT)</b>				
	<b>NET PAYMENT</b>				
	<b>COLSED AT:</b>				



## Document n° 8: Sub-detail of unit prices

		SUB-DETAIL OF UNIT PRICE			
Designation of the Price:					
N° Price	Daily output	Total quantity		unit	Duration (days)
LABOUR	CATEGORY	Number	Daily salary	Days paid	Amount
	Total A				
MACHINES OR EQUIPMENT	TYPE	Quantity	Daily rate	Days paid	Amount
	Total B				
MATERIALS and miscellaneous	TYPE	unit	Unit Price	Consumpt	Amount
	Total C				
D	TOTAL DRY PRICE A+B+C			A+B+C	
E	Site expenses		%	D·X%	
F	Running expenses		%	D·Y%	
G	COST PRICE			D+E+F	
H	Risks + benefits		%	G·Z%	
P	SELLING PRICE WITHOUT			G+H	
V	UNIT SELLING PRICE WITHOUT			P/QTE	



## Document n° 9: Model of Contract



MINISTRY OF TERRITORIAL ADMINISTRATION & DECENTRALISATION

**BAMENDA CITY COUNCIL**

SECRETARIAT GENERAL

DEPARTMENT OF TECHNICAL SERVICES

SERVICE OF PUBLIC CONTRACTS AND PROCUREMENT

CONTRACT N° \_\_\_\_\_/C/BCC/SG/DTS/SPCP/2024 of \_\_\_\_\_

Awarded through **Open National Invitation to Tender N° 004/ONIT/BCCITB/2024** of 22/05/2024 for the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024.

**AWARDED TO:** \_\_\_\_\_

P.O Box:

Tel:

RC N°

Registration N°

**SUBJECT:** The reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024.

**AMOUNT OF CONTRACT IN FCFA:**

Total exclusive of all taxes	
VAT (19.25%)	
IR (2.2%)	
<b>TOTAL inclusive of all taxes</b>	
Net Payment (Total – IR)	

**DURATION OF EXECUTION:** Two (02) calendar months

**FUNDING:** 2022 Investment Budget of the Bamenda city council, Head 220 140.

SUBSCRIBED, on .....

SIGNED, on .....

NOTIFIED, on .....

REGISTERED, on .....



BETWEEN:

**THE BAMENDA CITY COUNCIL,**  
represented by the **City Mayor of** Bamenda City Council **Mister Achobong Tambeng Paul**, herein referred to as  
**Contracting Authority" ON ONE HAND,**

AND

**THE ENTERPRISE:**

P.O Box:  
Tel:  
RC N°  
Registration N°

Represented by its General Director, \_\_\_\_\_, herein referred to as

**"The Contractor"**

ON THE OTHER HAND,

IT HAS BEEN AGREED AND CONCLUDED AS FOLLOWS:

## Summary

Titre I : Special Administrative Clauses (SAC)

Titre II : Special Technical Clauses (STC)

Titre III : Schedules of unit prices (SUP)

Titre IV : Detail Estimate (DE)



CONTRACT N°\_\_\_\_\_/C/BCC/SG/DTS/SPCP/2024 of \_\_\_\_\_

Awarded through **Open National Invitation to Tender N° 004/ONIT/BCCITB/2024** of 23/05/2024 for the rehabilitation of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024.

**DURATION OF EXECUTION:** Two (02) calendar months

**AMOUNT OF CONTRACT IN FCFA:**

<b>Total exclusive of all taxes</b>	
VAT (19.25%)	
I.R (2.2% )	
<b>TOTAL inclusive of all taxes</b>	
Net Payment (Total – IR)	

### VISA AND SIGNATURES

Read and accepted by the Contractor

**Bamenda, the.....**

Signed by the **City Mayor** of Bamenda City Council  
**Delegated Contracting Authority**

**Bamenda, the.....**

## REGISTRATION

## Document n° 10: Forms and Models to be used



## SUMMARY

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## Annex 1: MODEL OF DECLARATION OF INTENTION TO BID

I the undersigned.....

Nationality.....

Resident at.....

In title of.....

By virtue of the power of General Director, after having had a sound knowledge of the documents of the Open National Invitation to Tender N°.....

Relating to the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024

Declare hereby the intention of my Enterprise \_\_\_\_\_ to submit for the said Invitation to tender.

Drawn up at \_\_\_\_\_ on the \_\_\_\_\_



## Annex 2: Tender Model

I, the undersigned..... [insert name and title of signatory]

representing the Company, Enterprise or Group (8) ..... whose head office is in  
.....registered in the registrar's office of ..... under No.  
.....

After having read all the documents contained or referred to in the Consultation file including additives No.  
.....

- Submit and pledge to realize the services in accordance with the documents of the Tender file, with the price I have stated on the basis of schedule prices and quantities, which prices brings out the amount of offer at .....

..... [in figures and in words]

Excluding VAT CFA francs, and

..... CFA All taxes included. [in figures and in words]

- Promise to render the services within a time limit of.....months

- Also promise to maintain my offer in the time limit of..... days [insert duration],  
after the deadline for submission of tenders.

The discounts offered and the provisions of applications of those discounts are as follows:  
.....  
.....

The Council will liberate payment owed by her under this contract by crediting  
Account No. ....opened in the name of.....with the bank  
.....Branch.....

Before signing the contract, the present offer accepted by you will be worth a commitment between us.

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

Signature.....

as.....  
duly authorized to sign the offer for and

on behalf of.....

### Annex 3: Model of Bid Bond

Addressed to the City Mayor of Bamenda City Council, "the Contracting Authority"

Considering that the Contractor....., Herein referred to as "the Bidder" has submitted its bid dated..... for the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024, herein designated "the offer" and for which he will join a provisional bond equivalent to [amount] CFA,

We..... [name and address of bank], represented by..... [names of signatories], herein designated "the bank" declare to guarantee the payment to the Contracting Authority of the maximum sum of [amount] CFA francs, that the bank undertakes to pay in full to the Contracting Authority, obliging itself, its successors and assignees.

The conditions of this obligation are:

If the Bidder withdraws the offer during the validity period specified by him in the act of submission; or

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

- Fails to sign or refuses to sign the contract, when he is required to do so;
- Fails to submit or refuses to provide the definitive bond of the Contract (final bond) as provided therein.

We undertake to pay to the Contracting Authority an amount up to the maximum sum specified above, upon reception of his first written request, without the Contracting Authority having to substantiate his request, provided that in his request the Contracting Authority mentioned that the amount he claims is due him because one of the above conditions, or both, are true, and he shall specify which condition(s) is (are) concerned.

This guarantee shall enter into force upon signature and as from the deadline set by the Contracting Authority for the submission of tenders. It will remain valid until the thirtieth beyond the validity of the bids. Any request from the Contracting Authority should reach the bank by registered letter with acknowledgment of receipt before the end of the period of validity.

This bond is subject to its interpretation and execution under the Cameroonian law. Cameroonian courts will be the exclusive jurisdictions to adjudicate on all matters relating to this engagement and its aftermath.

Signed and authenticated by the bank

at.....on.....

[Signature of the bank]



#### Annex 4: Model of final bond

Bank:

Reference of bond: No.....

Addressed to the **City Mayor** of Bamenda City Council in Cameroon, hereinafter referred to as "the Contracting Authority"

Considering that..... *[name and address of Contractor]*, herein designated "the Contractor" has undertaken, in execution of the Contract designated "the Contract" to realize the works for the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024;

Considering that it is stipulated in the contract that the Contractor will submit to the Contracting Authority a final bond, of an amount equal to 3% of the amount inclusive of all taxes to the corresponding Contract, as guarantee of good finish of the execution of his obligations under the conditions of the Contract;

Considering that we have agreed to give the Contractor such guarantee bond;

We..... *[name and address of bank]*

represented by..... *[name of signatory]*

herein designated "bank", we promise to pay to the Contracting Authority, within a maximum of eight (08) weeks, upon written request of the latter declaring that the Contractor has not met its contractual commitments under the contract, without being able to delay payment or raise objection for any reason whatsoever, all the amount up to the sum of..... *[in figures and words]*.

We agree that no change or addendum or modification to the contract will liberate us of any obligation incumbent upon us in virtue of the present final bond and we derogate hereby to any notification of any modifications, additions or changes.

This final bond shall enter into force upon signature and upon notification to the Contractor by the Contracting Authority, the approval of the contract. It will be released within a time limit of one month after the date of provisional reception.

After that date, the bond will be of no effect and will be returned to us without explicit request from us.

Any claim made by the Contracting Authority under this warranty must be made by registered letter with acknowledgment of receipt, and should reach the bank during the period of validity of this commitment.

This final bond is subject to its interpretation and execution under the Cameroonian law. Cameroonian courts will be the exclusive jurisdictions to adjudicate on all matters relating to this engagement and its aftermath.

Signed and authenticated by the bank

at..... on the,.....

## Annex 5: Model start-up advance bond

Bank: reference, address.....

We, the undersigned (bank address) hereby declare by the present bond, on behalf of:  
..... [holder], to the benefit of  
Contracting Authority

The City Mayor of Bamenda City Council  
("The beneficiary")

The payment, without any contestation, on receipt of the first beneficiary's written request, stating that..... [the holder] has not fulfilled its obligations relating to reimbursement of the start-up advance following the conditions of the Contract N°..... of the..... relating to the works of reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024, the maximum total amount corresponding to the advance of twenty (20)% of the amount inclusive of all taxes of the Contract N°..... payable upon notification of the corresponding service order, that is: ..... CFA

The present bond will enter into force and take effect upon reception of respective shares of this advance in the accounts of ..... [owner] open in the bank ..... under the N°.....

It will remain in force until the advance is repaid in accordance with the procedure laid down by the GAC. However, the amount of the bond will be reduced proportionately to the reimbursement of the advance in proportion as the reimbursement.

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

Signed and authenticated by the bank

at..... on the.....

[Signature of the bank]



## Annex 6: Model of guarantee retention bond

Bank:

Reference of bond: No.....

Addressed to the **City Mayor** of Bamenda City Council, hereinafter referred to as "the Contracting Authority"

Considering that..... [name and address of Contractor], herein designated "the Contractor" has undertaken, in the execution of the Contract designated "the Contract" to realize the reconstruction of some roofs at the Bamenda Main Market destroyed during the fire incident of 22<sup>nd</sup> February, 2024,

Considering that it is stipulated in the contract that the guarantee retention fixed at [percentage less than 10% to be specified] of the amount to the Contract can be replaced by a solitary bond,

Considering that we have agreed to give the Contractor such bond;

We..... [name and address of bank]

represented by..... [name of signatories], and herein referred to as "the bank",

Consequently, we affirm by the present that we stand surety for and responsible toward the Contracting Authority, in the name of the contractor, for a maximum amount of ..... [in figures and letters], corresponding to [percentage less than 10% to be specified] of the amount of the contract.

And we guarantee the payment to the Contracting Authority, in a maximum time limit of eight (8) weeks, on his simple written request declaring that the contractor has not honoured his contractual obligations or he is found debtor of the Contracting Authority in the framework of the contract modified where there is by its addendum, without deferring the payment nor bringing up contestation for whatever motive, all sum(s) in the limit of the amount equal to [percentage less than 10% to be specified] of the accrued amount of the works figuring in the final bill, without that the Contracting Authority has to prove or to give reasons no motif of his request for the amount of the sum indicated above.

We agree that no change or additive or any other modification to the contract shall relieve us of any obligation regarding us in virtue of the present guarantee and we derogate by the present to the notification of any modification, additive or change.

The present bond comes into effect as from its signature. It will be liberated in a time limit of thirty (30) days as from the date of the final reception of works, and on a release order delivered by the Contracting Authority.

Any request for payment formulated by the Contracting Authority in the framework of the present bond must be made by registered letter with acknowledgement of receipt, reaching the bank during the period of validity of the present engagement.

The present bond is subject for its interpretation and its execution under Cameroonian law. The Cameroonian courts shall be the only competent to statue on all that which concern the following engagement and its aftermath.

Signed and authenticated by the bank  
at..... on the.....

[Signature of the bank]

### Annex 7: Provisional planning of works

SN	DESCRIPTION OF TASK	UNIT	QTY	OUTPUT	M1				M1			
					W1	W2	W3	W4	W1	W2	W3	W4
100	<b>Preliminary site works</b>											
101	Site Installation	LS										
102	Execution program + as-built plans	LS										
200	<b>ROOF WORKS</b>											
201	Construction of roof frame (rafters, struts and purlins)	m³										
202	Roofing with 5/10e 3m length corrugated roofing	m²										
203	Construction of roof gutters	ml										
204	Construction of fascia boards	ml										
205	Construction of ridge cap	ml										
206	Construction of top ridge	ml										



**Document n° 11: Banking institutions  
and financial organizations  
authorized to issue bonds in  
the framework of public  
contracts**

## **BANKS**

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

**NB** This list is not exhausted as some qualified banking institution may have been left out.

## **II- Insurance companies**

14. Chanas Insurance ;
15. Activa Insurance ;
16. Zenithe Insurance.



## Annex/Graphical documents