

REPUBLIC OF CAMEROON
Peace-work-fatherland
**MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT**

North West Region
Bui Division
MBIAME COUNCIL

P.O. Box 155 Kumbo, Mbven Sub Division
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REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
**MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL**

Region du Nord-Ouest
Department de Bui
COMMUNE DE MBIAME

P.O. Box 155 Kumbo, Arrondissement de Mbven
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MBIAME COUNCIL INTERNAL TENDERS BOARD

OPENED NATIONAL INVITATION TO TENDER

TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER NO N° 09 / ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06 /2024
FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME
COUNCIL, BUI DIVISION OF THE NORTH WEST REGION <EMERGENCY PROCEDURE>**

NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE	DURATION IN MONTHS
CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL	50,049,850 CFA F	1 000 977 CFA F	75 000 CFA F	04

PROJECT OWNER: THE MAYOR OF MBIAME COUNCIL

FUNDING : FEICOM BUDGET FOR THE FINANCIAL YEAR 2024

FINANCIAL YEAR 2024

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Document N°. 1

TENDER NOTICE

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TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER NO N° 09/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/ 2024 FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION OF THE NORTH WEST REGION <EMERGENCY PROCEDURE>

Financing: FEICOM budget for the financial year 2024

1. Subject of the Invitation to Tender:

Within the framework of the Funding Agreement No. _____/CCF/FEICOM/DG/PNS/CAJ/2024 between FEICOM and MBIAME Council for the execution of the Public Investment Budget of the 2024 financial year, the Contracting Authority, the Mayor of Mbiame Council, hereby launches an Open National Invitation To Tender N° 09 / ONIT/MINDDEVEL/BU/MC/MCITB/2024 of 21/06/2024 for the construction of a school garden and V.I.P. toilet at G.S. MBONSO in MBIAME Council, Bui Division of the North West Region

2. Nature of work:

The works include the following:

- Preparatory works ;
- Supply and planting of different species of plants and fruits
- Earth works;
- Foundation ;
- Masonry elevation;
- Wire mesh works;
- Surface drainage

3. Execution deadline

The maximum deadline provided by the Contracting Authority for the execution of the works forming the subject of this Invitation to Tender is **one hundred and twenty (120) days** and **this period includes periods of rain, all bad weather and various constraints and short** as from the date of notification of the contractor to start works.

4. Lots

The works are divided into one lot

5. Estimated cost

The estimated cost after preliminary studies is 50,049,850 FCFA (fifty million forty-nine thousand eight hundred and fifty) FCFA, for the construction of a school garden and V.I.P. toilet at G.S. MBONSO in the MBIAME Council.

6. Participation and origin

Participation is opened under the same conditions to all Cameroonian Companies and business concerns that have proven experience in the field of building construction and civil engineering in general and who are not in a period of suspension by the authority in charge of public contracts.

7. Financing

The said works shall be financed by the Budget of FEICOM of 2024 as per the Funding Agreement No. _____/CCF/FEICOM/DG/PNS/CAJ/ 2024 signed between FEICOM and MBIAME Council.

8. Bid bond

Each bidder must include in his/her administrative documents, a bid bond that respects the models of this tender file, issued by a first-rate banking establishment approved by the Ministry in charge of finance, (see list in document No. 12 of this tender file), of an amount **francs CFA 1,000,997 (one million nine hundred and ninety-seven)** valid for thirty (30) days as from the date of validity of the offers. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and those of successful bidders shall be retained until the required performance guarantee for good execution is provided.

9. Consultation of Tender File:

The tender file may be consulted during working hours at the MBIAME Council, Contract Award Service as soon as this notice is published.

10. Acquisition of Tender File:

The file may be obtained from the MBIAME Council Contract Award Service as soon as it is publishing against payment of the non-refundable sum of **75 000 (seventy-five thousand) CFA francs** payable at a Mbiame Council Treasury, representing the cost of purchasing the Tender File.

11. Submission of bids:

Each bid drafted in English or French shall be signed by the bidder or by a duly authorized representative and presented in **seven (07) copies** including the original and six (06) copies marked as such. These shall be submitted in one sealed pack containing three (3) envelopes; (A: Administrative file, B: Technical file, C: Financial file). The sealed pack shall bear no information on the enterprise, and should reach the MBIAME Council, Contracts Award Service, not later than 09/07/2024 at 10am, and should carry the inscription:

**<< OPEN NATIONAL INVITATION TO TENDER NO N° 09
/ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/2024 FOR THE CONSTRUCTION OF A
SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION
OF THE NORTH WEST REGION>>
<EMERGENCY PROCEDURE>>.**

“To be opened only during the bid-opening session”

12. Admissibility of bids

Under penalty of being rejected, only originals or certified true copies signed by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the Invitation to Tender.

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

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

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **09/07/2024 at 11: 00AM** local time, in the conference hall of the Mbiame Council Contract Award Service, by the competent members. Only bidders may attend or be represented by duly mandated persons of their choice and having a good knowledge of their files.

14. Evaluation criteria

The evaluation of bids shall be carried out in three stages:

- 1st Stage: verification of the conformity of each administrative document;
- 2nd Stage: Evaluation technical bids;
- 3rd Stage: Analyses of Financial bids.

The criteria of evaluation shall be as follows:

A. Eliminatory criteria

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

B. Essential criteria

- 1- General presentation of the Tender;
- 2- Financial capacity;
- 3- References of the company in similar achievements visa by the competent authority;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation of site visit duly signed by honour of the bidder.
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

The essential criteria are subject to minimums, the details of which are given in the Special Regulations for the Call for Tenders (RPAO).

15. Award

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

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **75%** of the essential criteria.

16. Validity of bids

Bidders will remain committed to their offers for ninety (90) days from the deadline set for the submission of tenders.

17. Complementary information

Complementary technical information may be obtained during working hours from the Mbiame Council Contract Award Service Tel: 675 99 99 64 /671 92 54 41

Copies:

- ARMP BAMENDA
- DD MINTP/BUI
- DD MINMAP-BUI
- Chairperson of MCITB
- Notice Board
- File/archives

Mbiame on _____
The Lord Mayor of Mbiame Council
(The Contracting Authority)



Banboye William Lewong

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MINISTRY OF DECENTRALISATION
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REPUBLIQUE DU CAMEROUN
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ET DU DÉVELOPPEMENT LOCAL

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AVIS D'APPEL D'OFFRES

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 09/AONO/ MINDDEVEL/ CM /BU/CIPMM/2024 DU - POUR LA
CONSTRUCTION D'UN JARDIN ET UNE TOILET VIP, DANS L'ECOLE PUBLIQUE DE MBONSO, DANS LA
COMMUNE DE MBIAME, DEPARTEMENT DE BUI, REGION DU NORD-OUEST
< <PROCÉDURE D'URGENCE>>.>**

Financement : Budget du FEICOM pour l'exercice 2024

1. Objet de l'Appel d'Offre

Dans le cadre de la convention No. _____/CCF/FEICOM/DG/PNS/CAJ/2024 entre le FEICOM et la Commune de MBIAME pour l'exécution du Budget d'Investissement Public 2024, l'Autorité Contractant, le Maire de la Commune de la commune de Mbiame, Autorité Contractante lance un Appel d'Offres national ouvert pour la construction d'un jardin et une toilet VIP, dans l'Ecole Publique de MBONSO, dans la Commune de MBIAME, Département de Bui, Région du Nord-Ouest.

2. Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Travaux préparatoires ;
- Fourniture et plantation de différentes espèces de plantes et de fruits
- Travaux de terrassement ;
- Fondation ;
- Élévation de maçonnerie ;
- Travaux de treillis métallique ;
- Drainage superficiel

3. Délais d'exécution

Le délai global d'exécution des travaux est de cent vingt (120) jours calendaires et ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

4. Allotissement

Les travaux sont regroupés dans un unique lot

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de 50,049,850 (cinquante millions quarante-neuf mille huit cent cinquante) francs CFA pour la construction d'un jardin et une toilet VIP, dans l'Ecole Publique de MBONSO, dans la Commune de MBIAME

6. Participation et origine

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounais ayant une expérience avérée dans le domaine des bâtiments et du génie civil en général et non-pas exclue par MINMAP.

7. Financement

Les travaux, objet du présent appel d'offres sont financés par le Budget du FEICOM au titre de l'exercice 2024 dans la convention No. _____/CCF/FEICOM/DG/PNS/CAJ/2024 signé par le FEICOM et la Commune de MBIAME.

8. Cautionnement provisoire

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission) établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agréé par le Ministère des Finances et d'un montant de **1,000,997 (un million neuf cent quatre-vingt-dix-sept) FCFA**. Le cautionnement provisoire sera libéré d'office au plus tard trente (30) jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

9. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au Commune de Mbiame, Service de Passation des Marchés Publics dès Publication du présent avis

10. Acquisition du Dossier d'Appel d'Offres

Le dossier peut être obtenu aux heures ouvrables à Commune de Mbiame Service de Passation des Marchés Publics dès Publication du présent avis, contre présentation d'une quittance de versement au Trésorerie municipal de Mbiame de la somme non remboursable de **F CFA 75 000 (soixante quinze mille) francs CFA**.

11. Remise des offres

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir contre récépissé à la commune de Mbiame service de passation des marchés public au plus tard le **09/07/2024 à 10 h 00**, heure locale et devra porter la mention suivante:

Chaque offre rédigée en français ou en anglais sera signée par le soumissionnaire ou par un représentant dûment habilité et présentée en sept (07) exemplaires dont l'original et six (06) copies marquées comme telles. Ceux-ci doivent être soumis dans un paquet scellé contenant trois (3) enveloppes ; (A : Dossier administratif, B : Dossier technique, C : Dossier financier). Le paquet scellé ne doit contenir aucune information sur l'entreprise et doit parvenir au Conseil de MBIAME, Service passation des marche, au plus tard le 09/07/2024, à 10 heures, et doit porter l'inscription :

<< AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 09/AONO/ MINDDEVEL/ CM /BU/CIPMM/2024 DU - POUR LA CONSTRUCTION D'UN JARDIN ET UNE TOILET VIP, DANS L'ECOLE PUBLIQUE DE MBONSO, DANS LA COMMUNE DE MBIAME, DEPARTEMENT DE BUI, REGION DU NORD-OUEST>>.
<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 (Préfet, Sous-préfet...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

13. Ouverture des plis

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le **09/07/2024 à 11h00**, heure locale, dans la salle de conférence de la commune de Mbiame, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

14. Critères d'évaluation

L'évaluation des offres se fera en trois (03) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

:A - Critères éliminatoires

Il s'agit notamment :

- 1- Absence ou non-conformité d'une pièce administrative ;
- 2- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- 3- Fausses déclarations ou pièces falsifiées ;
- 4- Absence ou insuffisance de la caution provisoire de soumission ;
- 5- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
- 6- Offres financière incomplète,
- 7- Le changement d'une unité ou d'une quantité dans l'offre financière ;
- 8- Le non-respect de **75%** des critères essentiels ;

B - Critères essentiels

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

- 1- Présentation générale de l'offre;
- 2- Capacité financière;
- 3- Références de l'entreprise dans les réalisations similaires;
- 4- Qualité du personnel;
- 5- Organisation technique des travaux;
- 6- Sécurité au chantier;
- 7- Moyens logistiques;
- 8- Attestation de visite du site signée par l'autorité de soumissionnaire.
- 9- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

15. Attribution

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

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **75%** des critères essentiels.

16. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 90 jours à partir de la date limite fixée pour la remise des offres.

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Maire de Mbiame de la Bui Tel : 675 99 99 64 /671 92 5441

Copie :

- ARMP;
- DDMINTP/Bui
- DD MINMAP-Bui
- Maître d'Ouvrage
- Présidents CIPM ;
- Affichage.
- Chrono/archives

Fait à Mbiame, le _____
Le Maire de la Commune de Mbiame
(Autorité Contractante)



Banboye William Sewong



Document N°. 2

GENERAL REGULATIONS OF THE INVITATION TO TENDER

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

The Contracting Authority, the Lord Mayor of Mbiame Council hereby launches an Open National Invitation To Tender N° 09 / ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/2024 for the construction of a school garden and v.i.p. toilet at G.S. Mbonso in Mbiame Council, Bui Division of the North West Region <EMERGENCY PROCEDURE>.

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

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

Article 2: Financing

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

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and Contractors the strict respect of rules of professional ethics during the award and execution of Public Contracts. By virtue of this principle:

a) The following definitions shall be admitted:

- i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a Public official during the award or execution of a Contract;
- ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a Contract;
- iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
- iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a Contract.

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

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

Article 4: Candidates allowed to compete

4.1 If the Invitation to Tender is opened, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2 Generally, the Invitation to Tender is addressed to all entrepreneurs, subject to the following provisions:

- (a) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) A bidder (including all members of a group of enterprises and all sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender; or



- ii) Presents more than one bid within the context of Invitation to Tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-Contractors in more than one bid.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts.
- (c) The bidder must not have been excluded from bidding for Public Contracts.
- (d) A Cameroonian Public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.



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

5.1 Building materials, the Contractor's materials, supplies, equipment and services forming the subject of this Contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the Invitation to Tender and all expenditure done within the context of the Contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

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

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

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

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

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

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

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

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

Article 7: Visit of works site

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

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

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



B. Tender File

Article 8: Content of Tender File

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

- Document No. 1. The Tender Notice;
- Document No. 2. The General Regulations of the Invitation to Tender;
- Document No. 3. The Special Regulations of the Invitation to Tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model contract
- Document No. 10 Forms and models to be used by bidders:
 - Annex No. 1: Model tender
 - Annex No. 2: Model Bid Bond
 - Annex No. 3: Model of Performance Bond (Retention Fund)
 - Annex No. 4: Declaration Form
 - Annex No. 5: Model of Start-Off Advance Bond
 - Annex No. 6: Sub-Unit Price Detail
 - Annex No. 7: Model of Commitment of Availability
 - Annex No. 8: Model References of The Enterprise
 - Annex No. 9: Model Equipment List.
 - Annex No. 10: Key Staff
 - Annex No. 11 Attestation of Site Visit Report
 - Annex No. 12 Site Visit Report

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 12. 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 complaints

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

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

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the Regulation of Public Contracts and the chairperson of the Tenders Board.

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



Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 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) 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, the bidders present bids for several lots of the same Invitation to Tender, they could indicate rebates offered in case of award of more than one lot.

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the Contract shall cover all the works described in article 1.1 of the General Regulations of the Invitation to Tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the Contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the Contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any Contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

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

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



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

- a) Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the Contract.
- b) The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the Contract so that the retained bidder does not bear any change in the exchange rate.

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

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

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

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

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

Article 16: Validity of bids

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

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

16.3 Where the Contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the Contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

Article 17: Bid bond

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

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the

validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

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

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

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

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:
 - i) fails in his obligation to register the Contract in application of article 38 of the General Regulations;
 - 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 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 Mbiambe Council Internal Tender's Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

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

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

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

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

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

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

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

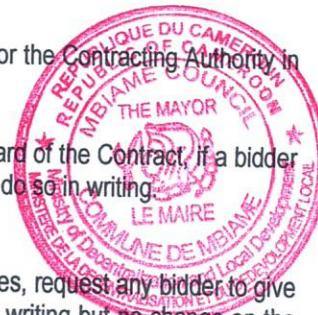
The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential nature of the procedure

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

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

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



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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the Contract.

Article 28: Determination of compliance of bids

28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

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

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

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

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

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

Article 29: Qualification of the bidder

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

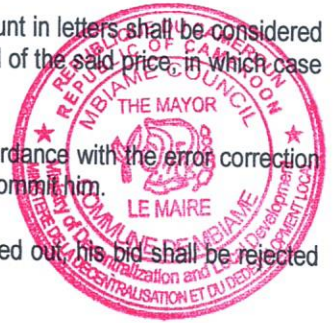
Article 30: Correction of errors

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

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

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

- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.



Article 31: Conversion into a single currency

- 31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

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

Article 33: Preference granted national bidders

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

Article 34: Award

- 34.1 The Contracting Authority shall award the Contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the Contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates

34.2 If, according to article 13(2) of the General Regulations, the Invitation to Tender comprises several lots, the lowest bid shall be determined by evaluating this Contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of Contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

Article 36: Notification of award of the Contract

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the Contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after Publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related Contract to which shall be attached the evaluation report of the bids.

37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

37.3 After Publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of Public Contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the Publication of the results.

Article 38: Signing of the Contract

38.1 After Publication of the results, the draft Contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the Contract from the date of reception of the draft Contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

Article 39: Final Bond

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

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

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

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





Document N°. 3

SPECIAL REGULATIONS OF THE

INVITATION TO TENDER

Special regulations of the Invitation to Tender

References of the General regulations	General
1	<p>Definition of works: construction of a school garden and V.I.P. toilet at G.S. Mbonso in Mbiame Council, Bul Division of the North West Region</p> <p>Name and address of the Contracting Authority: The Lord Mayor of Mbiame Council Reference of Invitation to Tender N° 09/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/2024</p>
2	Execution deadline: one hundred and twenty (120) days
3	<p>Source of financing Works which form the subject of this Invitation to Tender shall be financed by FEICOM budget for the financial year 2024</p>
4	List of pre-qualified candidates, not applicable
5	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

C. Eliminatory criteria

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

D. Essential criteria

- 1 General presentation of the Tender Files;
- 2 Financial capacity;
- 3 References of the company in similar achievements;
- 4 Quality of the personnel;
- 5 Technical organization of the works;
- 6 Safety measures on the site;
- 7 Logistics;
- 8 Attestation of site visit duly signed by the Bidder in his honour.
- 9 Special Technical Clauses initialed in all the pages and signed at the last page;
- 10 Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

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

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

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

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least 75% of the essential criteria.



ARTICLE 6: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the tenderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English, in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE TENDER.

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

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

5.1 External envelope.

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

**<< OPEN NATIONAL INVITATION TO TENDER NO N° 09 /
ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/2024 FOR THE CONSTRUCTION OF A SCHOOL
GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION OF THE
NORTH WEST REGION>>
<EMERGENCY PROCEDURE>>.**

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

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

8.2 Internal envelopes

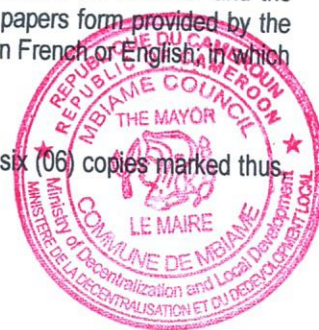
Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.2	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.3	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.4	Purchase receipt of Tender File issued by Mbiame Municipal treasury
A.5	A bid bond of francs CFA 1,000,997 (one million nine hundred and ninety-seven) , issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.6	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.7	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.8	A certificate of tax conformity
A.9	An attestation of immatriculation.
A.10	A certified copy of certificate of incorporation
A.11	Plan and attestation of location of the Company signed by the Chief of Taxation
A.12	Group agreement as the case may be.
A.13	Power of attorney authorizing signatory to engage the enterprise in the Tender
A.14	The Special Administrative Conditions (SAC/CCAP), initialled on each page and signed, dated and stamped on the last page



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

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



MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
GENERAL PRESENTATION OF THE BIDS				
1	Properly bind document spirally			
2	Table of content			
3	Page separators in colour apart from white			
4	Order prescribed respected			
5	Clearness of the documents			
6	Page numbering			
REFERENCES OF THE COMPANY				
7	Minimum one (01) registered contract (1st and last pages) certified by a competent authority			
8	Minimum one (01) PV of reception corresponding to the-joint contracts certified by a competent authority			
PERMANENT OR MOBILIZABLE MATERIAL MEANS				
9	Certified Proof of a vibrator in good operating condition			
10	Certified Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)			
11	Certified Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers			
QUALIFICATION OF SITE PERSONNEL				
12	Organizational Chart of the company			
13	Organizational Chart of site with comments			
14	Works Director (Civil Engineer with at least 03 years of experience in similar works)			
15	Certified copy of the Diploma of Work Director signed by the competent authority			
16	CV signed and dated by the works Director			
17	Attestation of availability signed by owner			
19	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)			
20	Certified copy of certificate of Foreman			
21	CV signed and dated by the site foreman			
22	Attestation of availability signed by the owner			
24	Assistant site foreman (at least a CAP holder in building construction with at least three 03 years of experience)			
25	Certified copy of certificate of assistant Foreman			
26	CV signed and dated by the site foreman			
27	certificate of availability signed by the owner			
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS				
29	Attestation of site Visit			
30	Site Visit report			
31	Methodology of work execution			
32	Planning of execution of works			
33	Description of safety measures at the construction site			

34	Description of socio - environmental measures for the protection of the site			
35	CCTP dully initialled on each page and signed and dated on the last page			
CAPACITY OF SELF-FINANCING				
36	Attestation of credibility Minimum 75% of the bid price in F CFA			



ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 1)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

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

Supply price

ARTICLE 8: Currency of payment

This National Invitation to Tender is awarded on total and Contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to Tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **francs CFA 1,000,997 (one million nine hundred and ninety-seven),**

The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at ten percent (2%) of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

It will have to be made up in the twenty (20) days following the notification of the signature of the Contract in a bank approved by the Minister in charge of Finances.

10.3 Guarantee Retention

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

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers.

If at the end of this period, the Contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 12: A number of copies of the offer which must be filled and sent

The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

<< OPEN NATIONAL INVITATION TO TENDER NO N° 09 /ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/2024 FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION OF THE NORTH WEST REGION>> <EMERGENCY PROCEDURE>

TO BE OPENEDED ONLY DURING THE OPENING SESSION

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest **09/07/2024** at 10:00AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

THE SERVICE OF THE MBIAME COUNCIL CONTRACT AWARD

Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Mbiame Council on **09/07/2024** as from 11:00AM, by the Mbiame Council Internal Tender's Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

The Mbiame Council Internal Tender's Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations of the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account.

The decision carrying attribution of the Contract will be published by way of press release or any other means of Publication of use in the Administration.

If the Contract passed on the basis of technical alternative suggested by the bidder, the Contracting Authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer.

The Contracting Authority reserves the right not to take action on an Invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of work, the Contractor must be installed on the site by the following:

01. THE AUTHORIZING OFFICER(CHAIRMAN)
02. THE FEICOM REPRESENTATIVE.....(MEMBER)
03. THE DD MINMAP BUI OR HIS REPRESENTATIVE;(OBSERVER)
04. THE DD MINADER-BUI OR HIS REPRESENTATIVE;(MEMBER)
05. THE CONTRACT ENGINEER, DD MINTP - BUI;(SECRETARY)
06. THE CONTRACT MANAGER(MEMBER)
- 07 THE DD MINEPAT-BUI OR HIS REPRESENTATIVE.....(MEMBER)
- 08 THE DD MINEPDED -BUI OR HIS REPRESENTATIVE.....(MEMBER)
- 09 THE CONTRACTOR OR HIS REPRESENTATIVE.....(MEMBER)





Document N°. 4

SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)

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Chapter I: General

Article 1: Subject of Contract

The subject of the contract must be in consonance with article 1 of the GAC relating to the scope of application

The subject of this contract shall be for the construction of a school garden and V.I.P. toilet at G.S. at MBIAME Council, Bui Division of the North West Region

Article 2: Contract award procedure

This Contract is awarded by Open National Invitation to Tender N° 09
N° _____/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/2024

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be: The Mayor of MBIAME Council. He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Project Owner is the Mayor of MBIAME Council He represents the beneficiary administration of the works.
- The authority in charge of the effective execution of the works: the Ministry in charge of Public Contracts.
- The Attributions of Contract Manager are devolved on the Secretary General of MBIAME Council who on the basis of the works' attachment, signs and liquidates the payments.
- The Contract Engineer shall be The Divisional Delegate of Public Works BUI Division. hereinafter referred to as the Engineer.
- The Project Manager shall be Divisional Delegate of Public Works BUI Division.

3.2 Security

This contract may be used a security subject to any form of transfer of the debt.
In this case:

- The authority in charge of ordering payment shall be: The Mayor of MBIAME Council.
- The authority in charge of the clearance of expenditures shall be the General Manager of FEICOM
- The body or official in charge of payment shall be Accountant of FEICOM
- The official competent to furnish information within the context of execution of this contract shall be the Mayor of MBIAME Council.
- The Attributions of the Project Manager is 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.

Article 4: Language, applicable law and regulation

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

1.2 The Contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Contract.

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

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

The constituent Contractual documents of this Contract are in order of priority: *(to be adapted to the nature of the works)*.

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the Contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;



- 6) Plans, calculation notes, trial documents, geotechnical documents;
- 7) The General Administrative Conditions applicable on Public Works Contracts that went into effect by Order No.
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Contract.

Article 6: General instruments in force

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

1. Framework Law No. 96/12 of 5th August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23rd February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8th March 2012 relating to the Creation, Organisation and Functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Law N^o. 000001/019 of 19th December 2023 MINFI on the instruction of the financed laws, the monitoring and control of the execution of the budgets of the state and other public entities for the 2024 fiscal year.
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

7.1 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.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was done;
- b) In the case where the Project Owner is the addressee:
Sir/Madam_____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

7.2. The contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager and the contract Engineer.

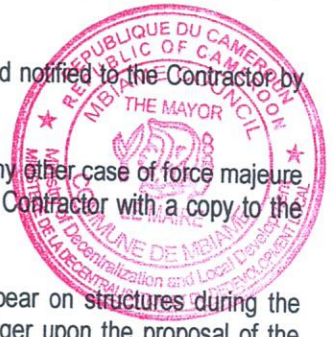
Article 8: Administrative Orders (Article 8 of GAC)

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

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



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



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

- 9.1 [Specify if the Contract has one or several phases]
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the Contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

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

Chapter II: Financial conditions

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

11.1 Final bond

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

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

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

11.2 Performance bond

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

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

11.3 Guarantee of start-off advance

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

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

Article 12: Amount of the Contract (Articles 18 and 19 of GAC supplemented)

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

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

Article 13: Place and method of payment

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

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the Contractor in the _____ bank.
- b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account N°. _____ opened in the name of the Contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC)

(not applicable)

Article 16: Price updating formulae (article 21 of the GAC)

(not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

17.1 The percentage of works under State supervision shall be [*must not exceed 2 %*] of the amount of the Contract and its additional clauses, where applicable.

17.2 In the case where the Contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;



- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

Article 18: Evaluation of works (article 23 of the GAC)

The work done shall be evaluated using the unit price.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

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

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

Article 20: Advances (article 28 of the GAC)

20.1 The Contracting Authority may grant a start-off advance equal to 20 % of the amount of the Contract.

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

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

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

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

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

21.1 Establishment of works executed

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

21.2 Monthly detailed account

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

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

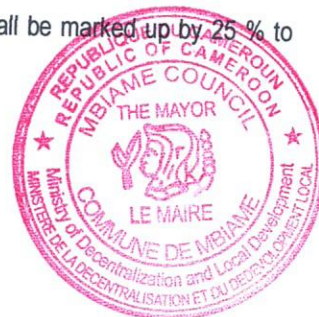
Only the amount exclusive of VAT shall be paid to the contractor as follows:

- [100-2.2 %] 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.



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

- Record of works carried out:

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

- Monthly account

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

- End of work account

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

The draft final account shall be submitted by the contractor for verification and approval by the Project Manager.

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

- General and final account

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

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

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

- **Payment of works :**

Payment shall be done by the General Manager of FEICOM after receiving accounts drawn up by the Contract Engineer and signed by the Mayor bearing the visa of the Service of Follow up of Projects and investments of FEICOM upon presentation of an account drawn up by the contracting partners in two (02) copies including the stamped original copy.

Each request for payment shall include the following documents:

A. Common documents

1. The Mayor's payment request addressed to the General Manager of FEICOM,
2. The Funding agreement between the General Manager of FEICOM and the Municipality within the framework of the project for which payment is requested;
3. FEICOM's Notice of Approval to the Company's contract;
4. The original contract (s), the jobbing order or the purchase recorded for the start off advance or the first bill and the photocopy of the contract for the following ones,
5. The original copy of the registered receipt for the start off advance or the first bill and photocopies for the others;
6. The Tax Notice,
7. The report of work executed, for partial provisional acceptance, general provisional acceptance or final acceptance of works signed by at least two-thirds (2/3) of the members of the commission including the President,
8. The bill (start off advance or partial or final or holdback) stamped and signed by all the stakeholders (the contractor, the project manager, the contract Engineer and Manager, and liquidated on the back by the Project Owner),
9. The validated attestation of **non-indebtedness**,
10. The valid original copy of the attestation of Bank Account (not more than three months),
11. The original copy of the certificate of non-exclusion from Public Contracts (only for purchase);



12. A photocopy of the company's civil liability insurance including the photocopy of all site risk insurance (only for works of contractors) - **Except holdback**,
13. A photocopy of the final bond - **Except holdback**,
14. The delivery note signed by the contractor and the vote holder, or delivery note or the attestation of service signed by the Manger or the vote holder, or the attachments signed by the appointed members in accordance with the contractual provisions,
15. A photocopy of the warranty certificate of at least six months for the equipment requiring maintenance.

B. Documents specific to request for the start-off advance payment;

- 1 The original copy of the start-off advance deposit or **Guarantee of start-off advance**
- 2 Notice of approval of the plan of works Execution,
- 3 The plan of Works Execution.

C. Documents specific to request for payment of bill No 1;

- 1 The Service order to start works,
- 2 The project Managers Activity report.

D. Documents specific to request for partial payments;

- 1 The detailed works Execution or services rendered stamped and signed by the contractor, the Project Manager or the contract Engineer;
- 2 The Minutes of works executed.

E. Documents specific to request for final bill payment requests;

- 1 The final detailed works Execution or services rendered stamped and signed by the contractor, the Project Manager or the contract Engineer;
- 2 The As-Built plans of the infrastructures (for works contractors) and the final inspection report (the Project Managers),
- 3 The original copy of the general provisional acceptance or technical acceptance of works report.

F. Documents specific to the payment requests of holdback;

- 1 The original copy of the final acceptance of works report.
- 2 The original copy of the certificate of release of retention signed by the Project Owner,

- **Default interests**

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

- **Currency**

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

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

Documents specific to request for the start-off advance payment;

- a) The original copy of the start-off advance deposit,
- b) Notice of approval of the plan of works Execution,
- c) The plan of Works Execution.

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. 2004/275 of 24 September 2004 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:



- d) One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- e) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th 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 (100 000 F cfa);
- Late submission of insurances (200 000 F cfa);
- Late submission of the draft execution schedule if the lateness is caused by the contractor (200 000 F cfa);
- Late submission of the As-Built drawing plans if the lateness is caused by the contractor (200 000 F cfa);
- The changing of work personnel's without informing the Contract Engineer (100 000 F cfa per work personnel).

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

1. In the case of a group of enterprises, indicate the method of payment of co- and sub-Contractors, where need be.
2. Indicate the method of payment of sub-Contractors, where need be.

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 acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.

25.2 *The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.*

25.3 *The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.*

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

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

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

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

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

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

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

Decree No. 2003/651/PM of 16 April 2003 lays down the Terms and Conditions for Implementing the Tax regulations and Customs Procedures applicable to Public Contracts. The taxes applicable to this Contract include notably:

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



- 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 mean VAT included.

Article 28: Stamp duty and registration of Contracts (article 37 of GAC)

Seven (7) original copies of the Contract shall be stamped by and at the cost of the Contractor, in accordance with the applicable regulations.



Chapter III: Execution of works

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

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

Article 30: Roles and responsibilities of the Project Owner (GAC supplemented)

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

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

Article 31: Execution time-limit of the Contract (article 38 of the GAC)

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

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

Article 32: Roles 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 Contract Engineer in *five (05)* copies at the beginning of each.

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

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

The Project Owner 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 Contractor shall take out a third party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

Article 35: Documents to be furnished by the Contractor (Article 49 of the GAC supplemented)

35.1 Programme of works, Quality Assurance Plan and pegging map.

a) Within a minimum deadline of *fifteen (15) days* from the date of notification of the Administrative Order to commence execution, the Contractor shall submit in *six (6) copies* for the approval of *project owner after the endorsement of the Contract Engineer* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the water supply network pegging map at scale 1/2500.

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

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

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

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

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

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

Prior to the start of the work, the execution of works programme shall have received the notice of Approval of FEICOM solicited by the company, care of the Contracting Authority. The Notice of Approval or rejection of execution programme, shall be carried out within time limits not exceeding twenty (20) calendar days with effect from the date of submission to FEICOM of the Execution programme approved by the service Head and the Contract Engineer.

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The Contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Engineer 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 draft

- a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Contract Engineer has a deadline of *five (05) days* to examine and make known his observations. The Contractor then has a deadline of *(04) four days* to present a new file including the said observations.

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

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

- 36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put the Contractors' disposal the text to be used.
- 36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: *[To be specified in accordance with article 50(2) of the GAC]*.
- 36.3 Indicate the special measures demanded of the Contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

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

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

The part of the works to be sub-Contracted shall be 30 % of the initial amount of the Contract and its additional clauses.

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

- 39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
- 39.2 The Contract Manager has a deadline of three days to approve the Contractor's personnel and laboratory as soon as the request is made.

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

- 40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be, and the Contractor's representative each day.
- 40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

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

Chapter IV : Acceptance

Article 42 : PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

- Contract Engineer,
- Contractor.

During this pre-acceptance the contract Engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the acceptance. The contract Engineer shall fix the acceptance date in collaboration with the Contracting Authority

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Mayor of Mbiame Council. (Project Owner).(Chairman)
- 2- The General Manager of FEICOM or his representative;(Member)
- 3- The Focal Point for Follow up of Projects and Programmes in Partnership (USPPP) of FEICOM North-West Agency,(Member)
- 4- The DIVISIONAL Delegate of MINMAP/ BUI DIVISION(Observer)
- 5- The DD/MINTP/ BUI DIVISION (Contract Engineer).....(Secretary)
- 6- The DD MINADER-BUI or his representative;(Member)
- 7- The Contract Manager(Reporter)
- 8- The Contractor or his representative(member)

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

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

- 43.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.
- 43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.



Article 44: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional acceptance.

Article 45: Final acceptance (article 72 of the GAC)

Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.
The procedure for final acceptance shall be the same as for provisional acceptance

**Chapter V: Sundry provisions****Article 46: Termination of the Contract (article 74 of the GAC)**

The Contract may be terminated as provided for in article 182 of Decree No. 2018/366 of 20th 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 Administration Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10 % of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the Contractor;
- Persistent non-payment for services.

Article 47: Case of force majeure (article 75 of the GAC)

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

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

Article 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 court in the North-West Region of the Republic of Cameroon.*

Article 49: Production and dissemination of this Contract

Seven (07) copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager. / contracting authority

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 CONDITIONS

(STC)

SPECIAL TECHNICAL SPECIFICATIONS

A. TECHNICAL DESCRIPTION FOR THE CONSTRUCTION OF A SCHOOL GARDEN AT G.S MBONSO

a- INTRODUCTION

The technical specifications are essential for the success of the project. The method of execution and characteristics of the seedlings must be respected alongside all the specifications of the contract.

These descriptions are established to precise and complete indications found on the bill of quantities and estimates as well as on the various plans of this project.

b- MODE OF EXECUTION

The creation of a GARGEN involve the collection of seeds, construction of shade and germinator, supply of substrate and polyethene bags; filling of polyethene bags with substrate, potting, treatment of seedlings etc. Transplanting of the seedlings involve demarcation of the area, clearing of the site, the pegging of the planting area, digging of holes, applying of organic manure to plant the palms to foster the growth. The activities shall be duly supervised by the Control Engineer (Divisional Delegate of MINADER for)

1- GENERALITIES

PROJECT SIGN BOARD

The Contractor shall put in place at his expense project sign board(s) giving information about the project in conformity with the terms of the contract, indicating the project title, the enterprise, contract engineer, the source of funding, the date of notification and the execution deadline.

HYGIENE AND SAFETY

The contractor shall collect and properly manage (reuse) the non biodegradable materials.

The contractor shall be responsible for the protection of the seedlings planted before final acceptance. He shall equally be responsible for all materials and tools present on the project site. He shall seek an insurance policy to cover theft and fire accidents.

The contractor shall take all preventive measures against accidents. The project owner reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the contractor.

VERIFICATION OF PLANTING SPECIFICATIONS

The contractor shall verify all nursery and planting specifications. The contractor shall check in-situ the possibility of translating the planting specifications on the ground. He shall refer to the Contract Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall consult the Contract Engineer concerning any changes that he considers necessary.

All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The project owner shall have the right to the final choice in case of any modification.

THE CONSTRUCTION OF A SCHOOL GARDEN AT G.S MBONSO

In the CONSTRUCTION OF A SCHOOL GARDEN AT G.S MBONSO, the contractor shall respect certain elementary qualities here in below described.

a) Seeds

The seeds should be of good quality (healthy) and indigenous

b) Manure

The manure use for the substrate to fill the nursery bags and planting should be well treated and free from insects and acidic conditions that can destroy the plants

b) Planting Dimension

The distance between palms to be planted will be 2m depending on the type of tree. For palms with a larger canopy the distance may increase to 3m.



c) Water

Water used for nursery and planting shall be free from salt and other impurities that can wither the plant. Water should be permanent near the nursery and easily accessible

d) Measure of the hold to plant

The hold for planting should be wide enough to allow the free penetration of tree roots. The hold should be 20cm both side and 30cm deep.

e) Planting season and months

The contractor must respect the rainy season for planting and will be done in August



- SITE INSTALLATION

This essential task which is the responsibility of the contractor consists of the following;

- ❖ A packing store and an office in which the site Log book and working tools will be permanently available. It also includes the preparation of a shade with local material for the germinator and the nursery. The site for planting will be cleared before the start of pegging. The site for the nursery should be incline about 3%
- ❖ Where necessary, water will be required at the site to enhance a smooth realization of the project especially the creation of the nursery.

-SELECTION OF SEEDLINGS FOR GARDEN

Selection of seeds should be done in collaboration with the control engineer and the project manager. The seeds to be nursed are Fruits and palms. the characteristics of the plant include;

- At least 6months old
- They should be healthy, vigorously growing and free of disease
- They should have a robust and woody (lignified) single stem free of deformity
- Their stems should be sturdy with a large root collar diameter
- Their crown should be symmetrical and dense
- They should have a root system that is free of deformity - The leaves should have a healthy dark green colour
- The palms should be adaptable to the climate of the environment.

The palms will be planted in nursery bags, in good and healthy conditions, avoid damages and wounding of the plants. Proper handling should be ensured during transplanting.

SPOTTING OF PLANTING POINTS

The locations on which these palms will be planted, will be cleared and pegged, at a distance of (2) meters at the planting sites.

DIGGING OF PLANTING HOLES

At all points of the planting, the depth of the holes should not be less than 30 cm and the area 20cm length and 20cm width.

REINFORCEMENT OF THE PLANTING HOLES WITH MANURE

The soil excavated from the holes may be used in backfilling during planting provided it is of good quality. Organic manure will be used to reinforce the top soil during the planting of the palms. Compost manure from fowl dropping is recommended.

- TREATMENT OF THE SOIL WITH INSECTIDES,

Before planting, the holes must be sprayed with insecticides and fungicides. It should be done one day before the planting proper.

PLANTING OF THE PALMS

Before planting, the hole should be filled 50% with top soil mixed with compost manure. The collar of the plant should not be covered with soil for the respiration of the plant.

. MONITORING, FOLLOW UP OF THE PALMS AND REPLACEMENT OF DEAD PALMS - Monitoring and follow up

The surrounding environment of the palms planted should be cleared constantly to prevent the invasion of wild weed and fire. Identification of dead plants for replacement and the monitoring period will last for one month. During this monitoring period, the contractor is in charge of replacing any damage or dead tree. If the rains stopped after one month of planting, the contractor must supply water to the plants for a period of one month for survival. The contractor will ensure security of the seedlings and planted palms during his contract period.

- Replacement of dead palms

All identified dead palms will be replaced by the contractor within the contract guarantee period.

B. TECHNICAL SPECIFICATIONS FOR THE CONSTRUCTION OF A VIP LATRINE

Table 1: EQUIPMENT AND TOOLS NEEDED FOR THE REALISATION OF THE PROJECT

S/N	DESCRIPTION	QUANTITY	OBSERVATION
1	CAMION	1	Good
2	Toyota HILUX	1	Good
3	Concrete Mixer	1	Good
4	Vibrator	1	Good
5	Manual Compactor	1	Good
6	Dame Sauteuse	1	Good
7	Poste de Soudre Autonome	1	Good
8	Wheel barrows	04	Good
9	Spades	12	Good
10	Cutlasses	02	Good
11	Rakes	02	Good
12	Sawing Machines	1	Good
13	Helmets	15	Good
14	First Aid Box	1	Good
15	Pick axe	03	Good

STUDIES:

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 tendering for the project, and making sure he understands everything before accepting to go in for this project 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 foundation.

EXECUTION DOCUMENTS (WORKING DRAWINGS)

The execution documents for this project are the plans and detail plans which are included in the annexes part of this document (studies). This includes the ground plans, foundation tentative plans, section, all the views the roof plans and formwork plans.

PRELIMINARY WORKS

Building Site Installations

The contractor shall set up temporary constructions and facilities needed to execute the works, such as:

- Offices of the Contractor equipped with tables, chairs and lock-up cupboards.
- Building site toilet facility(if it does not exist)
- Storehouse for materials, tools and equipment's
- Removal of temporary work (fences, field office, sheds, signs, etc.).

Connection to Utility Networks

Water:

Connect to the Water network, where possible, or any other solution acceptable to the supervisor, where the SNEC network is not available. The Contractor shall be responsible for the constant supply of sufficient water to the project site. He shall not, under any circumstance, use the excuse that those supplying him with water or that SNEC have failed in its supplies to justify delays in the execution of the contract. The water used must be of an acceptable quality for the works.

Sanitation

The contractor shall ensure the availability and use of toilet facilities at the works site.

Debris:

Debris and any form of demolished parts shall be disposed off by the contractor during the cleaning and removal of vegetable soil from the site to make it have a common level.

Backfill:

After forms have been removed from footing, piers, foundations, walls, etc. and when concrete work is hard enough to resist pressure resulting from fill, backfilling may then be done. Materials excavated may be used for backfilling, if they have the required bearing capacity, required for for fills, all filling shall be placed in layers not exceeding 150mm in thickness, each layer being thoroughly compacted and rammed by wetting, tamping, and rolling. Common fill-shall be approved on site –select approved excavated material free from roots, stumps and other perishable or objectionable matter. Select fill – shall be placed where indicated and shall consist of crushed gravel, crushed rock, or a combination thereof. The material shall be free from adobe, vegetable matter and shall be thoroughly tamped after placing. Before placing fill material, the surface upon which it will be placed shall be cleared of all brush roots, vegetable matter and debris, scarified and thoroughly wetted to insure good bonding between the grounds.

This task includes the backfilling of both the foundations of the market sheds with selected lateritic soil, verified and acceptable by the technical personnel involved in this project.

WORKS TO BE EXECUTED

Earth Works

Site clearance and excavation works will be done manually and /or mechanically while responding to the levels as indicated on the working drawings. Pits will be dug at critical points to receive pad foundation and pillars linked by ground beams. These operations will be done under the close supervision of the site supervisor.

The foundation width and depth will be done strictly as followed on the detailed structural drawings and calculation table specifically for that purpose as indicated.

Blinding Concrete.

A 5cm thick lean concrete mix of 150kg/m³ (cpj 35) will be laid under foundation pads for pillar footings.

Mass Concrete

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

Reinforced concrete

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



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

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

Reception for Reinforcements

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

Formwork

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

- a) If the concrete box is made with timber that has simply been assembled, the boards must be of the same level and properly joined. The maximum space between the joints should be 2 mm. The maximum difference in level between two joint planks should be 3 mm.
- b) If the ordinary form is made with fibreboard or plywood, the sides must be properly joined and be of the same level. The tolerated space between joints should be same as those between sawn timbers.
- c) Formwork for Reservations or recesses

Recesses intended for masonry fittings or other uses should be made using appropriate forms. Such forms should be put together in such a way that its parts can be removed with ease.

Pre-casting Preparations

- a) Cleanness

The form must be free from hydrocarbon products such as grease, etc. or by rust. The stains must be thoroughly cleaned up, if need be.

- b) Cleaning

Before concreting, the concrete boxes must be carefully cleaned to remove all dust and debris. Compressed air should be used to finish the cleaning.

- c) Watering

Timber forms must be sufficiently watered before concreting. It should be watered several times to make the wood as wet as possible, causing it to swell and close the joint gaps.

The wet surfaces must not, however, be dripping with water. Excess water shall be blown out using compressed air.

- d) Coating with oil

The following shall be oiled before concreting:

- Worked moulds of plywood or fibreboard and all moulds for fine dressing
- Excess oil in the moulds must be drained before concreting. The oils used should be special stripping oils
- The oil used must not touch the reinforcement rods.

Maintenance

If the moulds are to be used more than once they should be properly cleaned, and if necessary, repaired before being used again.

Safety of Workers and Others

Nails, bolts or projections should immediately be removed from used forms if they are to be used again. Otherwise, the forms should be burnt immediately or stored at a distance from the building site, in a place that is not accessible to the public.

Constituent Materials of Concrete

Crushed Aggregate

All crushed aggregate on the building site should be stored in the compartments intended for this purpose. The only aggregate authorized on the building site is the following:

- Crushed 0/5 gravel (river sand)
- Crushed 5/15 fine gravel
- Crushed 15/25 coarse gravel



• Natural or crushed sand 0/5 (the quantity retained on a 5 mm sieve must be less than 10 %).
Crushed aggregate to the site shall be subject to prior approval of the supervisor. The latter must approve the origin of the aggregate. The aggregate should come from rivers, quarries or crushed stable rocks, free of foreign bodies, organic material, dust, mud and clay, whether it sticks to grit or not.

With respect to particle distribution, the following shall apply:

- Sand (Fine Aggregate)

Sand shall have the characteristics specified in the tables of approved tests. Sand must be fine, clean, hard, and sharp and must not stick to the hand. It must be free of any soil or limestone, wastes, debris and wood. It should, if need be, be sieved and washed. The sand must come from approved quarries or from rivers. It must not contain more than 5% weight of grit passing through a sieve with 900 meshes per cm² and must not contain particles whose biggest dimensions exceed the following limits:

- For mortar 0/2 mm
- For reinforced concrete 0/5 mm
- For non-reinforced concrete 10/5 mm

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

- Cement

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

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

The Contractor must inform the supervisor that he has received his supplies.

Random samples could be taken from each lot and tested in an approved laboratory using the AFNOR P.15.301 Standard, at the contractor's expense.

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

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

Reinforcements

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

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

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

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

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

The space between the walls of the formwork and reinforcements should be at least 2.3 cm for elevation concrete and 4 cm for foundation concrete. These spaces should be obtained using prefabricated concrete or plastic shims, whose dimension should match the results to be obtained.

The concrete shims should have wires to be used in tying them to the reinforcements. There should be enough shims and mounting bars to prevent the reinforcements from being deformed during handling and concreting.

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

For floor beam frames, all measures should be taken to keep the bars raised and properly positioned around the supports. Enough vertical stirrup rods should be used to prevent any deformation. All overlaps should comply with BAEL 91 prescriptions.



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

The iron rods used must be supplied by a reputable and approved manufacturer with guaranteed and stamped production quality. The 6 mm diameter iron rods could be used for circles with diameters of 200: Ø. The iron rods supplied must be at least 1.1 m long

Placing concrete

The concrete should be placed before its initial setting time, and never after it has contained its water content for more than thirty minutes; storing it in containers for subsequent use after adding water is strictly prohibited. All concrete should always be thoroughly vibrated using mechanical vibrators.

The skeleton (framework) of this building constitutes R.C beams and pillars dosed at 350kg/m³, which must be cast in-situ designed according to the rules Mixing, transportation, placing and vibration of all concrete works shall be done manually and or mechanically. A percentage loss due to waste, mixing and settlement has been envisaged in the quantities which is 32%

All reinforcing rods should be placed in such a way that concrete can be poured from the top of the structure in question. The Contractor shall take all measures to trim and position the reinforcements to prevent them from being displaced during concreting. He should also add braces (sleeves, tubes, pipes, angle blocks, pre-frames, etc.) to keep the structures set up.

Concrete should be transported from the place where it is made to the place of use with concrete buckets, wheelbarrows or head pans.

Before concreting construction joints, the old concrete must be thoroughly cleaned of any rubble using compressed air, and repeated to reveal gravel and eliminate deposits of dirt; this surface should then be washed and scrubbed with an iron brush and thoroughly soaked. If necessary, admixtures for construction joints can be used, but these must comply with producers' instructions. No concreting of construction joints should be done on the visible parts of structures.

The formwork should be removed only after the concrete has acquired enough strength.

MASONRY

The foundation walls shall be done in black stone shaped or unshaped where need be or cement hollow block of 20x20x40cm filled with concrete mixed 150kg/m³ and cement mortar while the walls shall be erected in cement hollow blocks of 15x20x40cm as shown on the working drawings

PLASTERING

Two coats of plaster of 2cm thick and two coats of (stucco) rendering 2.5cm thick shall be applied on the walls respectively in cement mortar of 400kg/m³ mix.

CARPENTRY AND JOINERY

Timber will be gotten locally, well seasoned and shall be free from shakes, defects, insects attack and dry rods. All doorframes are of hardwood panel timber

OPENINGS

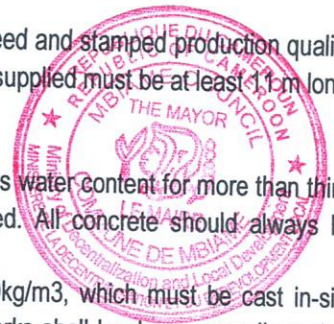
Metallic Doors

All the doors shall be of high metal quality properly finished respecting the dimensions on the working drawings. They shall be received on site by the supervisor before fitting is carried out.

PAINTING

The contractor must carefully examine the surface to be painted before work starts. The external wall surfaces shall be done in advancing hues while the internal surfaces shall be done in receding hues. Color pigments and lighting systems and their intensities shall enhance the value and intensity of colors. The first or primary coat shall be done in weak glue (white wash) and should be applied to receive the final or finishing coat. Metallic surfaces should be carefully brushed or washed clean before applying paint.

Internal surface shall be done in pantex type 800 and pantex 1300 on external walls. Paints shall be in water and oil base for walls, ceilings, frames etc.



ROOF COVERING

All the timber for the roof trusses shall be eucalyptus and obtained locally, well seasoned and shall be of straight grains, without defects and treated against insect attack with carbonyl most of the roof trusses shall be triangular. The rafters shall be of 2"x6" (5x12cm) and the purlins 2"x4" (5x8cm.) Oblique, horizontal and vertical wind braces shall be done to secure the truss from possible up heave due to wind pressures. The roof shall be tied to the building by diameter 6mm extended reinforcement bars. The roof slope, fall direction etc. is chosen in accordance with the manufacturers (AUBAC) specification, atmospheric conditions aesthetic and longevity. The sheathing shall be tole bac of six (06) m long aluminum sheets of 5/10, from Bamenda or Douala. It shall be screwed or nailed to the purlins by carefully chosen qualified and skilled technicians under the close supervision of the controller. The fascia boards shall be of metal sheets with a finish hue to be determined by the supervisor in close collaboration with the client.

CEILING

The ceiling shall be executed with 4mm hard plywood fixed on solidly nailed noggins and painted as mentioned above.

ELECTRICITY

The electrical fittings shall be installed on the building as stated on the technical specifications and on the bill of quantities. The final connection to the main supply shall be done by the contractor as stipulated on the bill of quantities.

SITE SECURITY MEASURES

All personnel concerned with the execution of the project will be introduced to the various places of work. The introduction takes the form of a site meeting. This meeting also spells out job and general safety precautions to be respected on site.

The contractor to do this job must ensure that:

Personnel on site shall be protected from accidents through;

- Vigorous respect of construction norms on the site
- The provision for Helmets
- The provision of steel cap shoes
- The provision of rain coats
- The provision of a first aid box for medical intervention
- The provision of gloves for those doing concreting and metal works
- A standby vehicle shall be on site to evacuate workers to a nearby hospital in case of major accident (4x4 pickup double cabin)
- Keeping of underlying materials like off cuts in place provided for off cuts.
- Scaffoldings will be well fixed to avoid falling from a height.
- Construct a temporal fence round the site to prevent workers from being distracted, and to prohibit direct entry from non workers
- Provision of sign post to indicate that work is underway.
- The site personnel shall be adequately sensitized on the prevention of transmissible diseases especially the dangers of HIV/AIDS and other STDs. Repugnant behavior may be sanctioned by the complete withdrawal of the staff in question from the site.

The site equipment's and material shall be protected by,

- Employing of guards to take guard of the site during and after working hours.

Canalisation

In order to allow for appropriate drainage a gutter shall be constructed all round the building and evacuated to appropriate zones. Also canalization for pipes to supply the stand tap to be constructed at the market, shall be dug manually up to the required depth, after which the pipes shall be buried, this canalization shall be indicated by a warning indicator rope or line.



Document N°. 6

SCHEDULE OF UNIT PRICES



**UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT
G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION OF THE NORTH WEST REGION**

A: CONSTRUCTION OF A SCHOOL GARDEN					
No	DESCRIPTION	Unit	Unit Price in figures	Unit price in words	
100	Preliminary works of the construction of school garden				
101	Installation of works at site with materials	FF			
102	Clearing of site	ha			
103	Studies and preparation of execution plan/report	FF			
	Sub Total 100				
200	Executing works of the construction of school garden				
201	digging of holes for planting of eucalyptus poles w=10,l=10,h=50cm	no			
202	supply and installation of eucalytus poles 4x4cm of height 2.5m spaced at 80cm apart all round the plot including all accessories	no			
203	supply and installation of four lines of barbed wire all round the poles spaced at 40cm apart including all accessories	m			
204	supply and planting of nursed palm on an area of 2500m2 including all accessories	no			
205	supply and planting groundnut seed on an area of 2500m2 including all accessories	ff			
206	supply and planting of nursed papaw on and area of 2500m2 including all accessories	no			
207	supply and planting of nursed pineapple on and area of 2500m2 including all accessories	no			
	Sub Total 200				
300	PROJECT SUSTAINABILITY				
301	Sensitization of pupils and the local population of Mbonso on malnutrition, causes of malnutrition, its manifestation and effects as well as balance diet, composition and its importance especially to children.	FF			
302	Training o pupils to carter for the garden	FF			
303	Follow up and monitoring of various plants and fruits species	FF			

B. CONSTRUCTION OF A VIP TOILET

NO	DESCRIPTION	UNIT	U.P in figures	UP IN WORDS	
LOT 100	PREPARATORY WORKS				
101	Clearing and grubbing of site	m ²			
102	Setting out	Ls			
	Sub Total Lot 100				
LOT 200	PRELIMINARY WORKS				
201	Levelling of the platform	m ²			
202	Excavation of pit and foundation trench	m ³			
203	Backfilling and compacting	m ³			
	SUB TOTAL LOT 200				
LOT 300	FOUNDATION				
301	5cm Lean concrete PC150 for footings and strip foundation	m ³			
302	Foundation walls in Masonry block works 20x20x40cm filled with concrete PC150	m ²			
303	Reinforced concrete works for footings, columns, ground beams and cover slabs dozed at 350kg/m ³	m ³			
	SUB TOTAL LOT 300				
LOT 400	BLOCK WORK IN ELEVATION				
401	Block work of 15x20x40	m ²			
402	Plastering of walls	m ²			
403	Reinforced concrete works for columns, lintels, and beams dozed at 350kg/m ³	m ³			
404	Cement screed	m ²			
	SUB TOTAL LOT 400				
LOT 500	CARPENTRY AND JOINERY WORKS				
501	Rafters (double) of 3X15 cm	u			
502	Purlins (3x8cm) for roofing and fascia board framing and noggings	u			
503	4 mm plywood ceiling including noggings	m ²			
504	Aluminium sheets for fascia board (30cm)	ml			
505	Roofing sheets (Tole bac 6m) 5/10 including accessories	m ²			
506	Corner ridging including nails	ml			
	SUB TOTAL LOT 500				
LOT 600	WOODEN AND METALLIC WORKS				
601	Wooden Doors of 70 x 210 COMPLETE	U			
602	Fencing with grillage h=1.5m	ml			
603	Ventilation including grillage	m ²			
	SUB TOTAL LOT 600				
LOT 700	PLUMBING				
701	Vetillation pipes 4m including accessories	u			



	SUB TOTAL LOT 700				
LOT 800	PAINTING				
801	Priming coat	m ²			
802	Painting of External walls (pantex 1300)	m ²			
803	Painting Internal walls and ceiling (Pantex 800)	m ²			
804	Painting of doors both in and out	m ²			
805	Skirting with oil paint 30cm height out side and 1m height inside	m ²			
	SUB TOTAL LOT 800				
LOT 900	DRAINAGE AND PAVEMENT				
901	Mass concrete pavement on the varena surrounding the building dozed at 300kg/m3	m ²			
	SUB TOTAL lot 900				
LOT 1000	ENVIRONMENTAL MITIGATION MEASURES				
1001	Drainage gutters (40x30cm)	ml			
1002	Trash cans (half metallic drum with three stands	U			
	Subtotal				
	PROJECT SUSTAINABILITY				
	Training on the VIP toilet management	FF			





Document N°. 7

BILL OF QUANTITIES AND ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATE FOR THE FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION OF THE NORTH WEST REGION

A: CONSTRUCTION OF A SCHOOL GARDEN

No	DESCRIPTION	Unit	Qty	Unit Price	Amount
100	Preliminary works of the construction of school garden				
101	Installation of works at site with materials	FF	1		
102	Clearing of site	ha	1		
103	Studies and preparation of execution plan/report	FF	1		
	Sub Total 100				
200	Executing works of the construction of school garden				
201	digging of holes for planting of eucalyptus poles w=10,l=10,h=50cm	no	600		
202	supply and installation of eucalytus poles 4x4cm of height 2.5m spaced at 80cm apart all round the plot including all accessories	no	600		
203	supply and installation of four lines of barbed wire all round the poles spaced at 40cm apart including all accessories	m	1600		
204	supply and planting of nursed palm on an area of 2500m2 including all accessories	no	500		
205	supply and planting groundnut seed on an area of 2500m2 including all accessories	ff	1		
206	supply and planting of nursed papaw on and area of 2500m2 including all accessories	no	600		
207	supply and planting of nursed pineapple on and area of 2500m2 including all accessories	no	700		
	Sub Total 200				
300	PROJECT SUSTAINABILITY				
301	Sensitization of pupils and the local population of Mbonso on malnutrition, causes of malnutrition, its manifestation and effects as well as balance diet, composition and its importance especially to children.	FF	1		
302	Training o pupils to carter for the garden	FF	1		
303	Follow up and monitoring of various plants and fruits species	FF	1		
	Sub Total 200				
	GRAND TOTAL WITHOUT TAX FOR CONSTRUCTION OF GARDEN				

B. CONSTRUCTION OF A VIP TOILET

NO	DESCRIPTION	UNIT	QTY	U.P	TOTAL
LOT 100	PREPARATORY WORKS				



101	Clearing and grubbing of site	m ²	220.43		
102	Setting out	Ls	1.00		
	Sub Total Lot 100				
LOT 200	PRELIMINARY WORKS				
201	Levelling of the platform	m ²	97.23		
202	Excavation of pit and foundation trench	m ³	43.75		
203	Backfilling and compacting	m ³	1.72		
	SUB TOTAL LOT 200				
LOT 300	FOUNDATION				
301	5cm Lean concrete PC150 for footings and strip foundation	m ³	0.350		
302	Foundation walls in Masonry block works 20x20x40cm filled with concrete PC150	m ²	76.14		
303	Reinforced concrete works for footings, columns, ground beams and cover slabs dozed at 350kg/m3	m ³	5.634		
	SUB TOTAL LOT 300				
LOT 400	BLOCK WORK IN ELEVATION				
401	Block work of 15x20x40	m ²	31.19		
402	Plastering of walls	m ²	62.38		
403	Reinforced concrete works for columns, lintels, and beams dozed at 350kg/m3	m ³	1.100		
404	Cement screed	m ²	8.79		
	SUB TOTAL LOT 400				
LOT 500	CARPENTRY AND JOINERY WORKS				
501	Rafters (double) of 3X15 cm	u	4.000		
502	Purlins (3x8cm) for roofing and fascia board framing and noggings	u	50.000		
503	4 mm plywood ceiling including noggings	m ²	20.52		
504	Aluminium sheets for fascia board (30cm)	ml	19.92		
505	Roofing sheets (Tole bac 6m) 5/10 including accessories	m ²	23.27		
506	Corner ridging including nails	ml	5.82		
	SUB TOTAL LOT 500				
LOT 600	WOODEN AND METALLIC WORKS				
601	Wooden Doors of 70 x 210 COMPLETE	U	3.0		
602	Fencing with grillage h=1.5m	ml	16.10		
603	Ventilation including grillage	m ²	1.50		
	SUB TOTAL LOT 600				



LOT 700	PLUMBING				
701	Vetillation pipes 4m including accessories	u	4		
	SUB TOTAL LOT 700				
LOT 800	PAINTING				
801	Priming coat	m ²	73.19		
802	Painting of External walls (pantex 1300)	m ²	31.19		
803	Painting Internal walls and ceiling (Pantex 800)	m ²	62.52		
804	Painting of doors both in and out	m ²	8.82		
805	Skirting with oil paint 30cm height out side and 1m height inside	m ²	21.50		
	SUB TOTAL LOT 800				
LOT 900	DRAINAGE AND PAVEMENT				
901	Mass concrete pavement on the varenda surrounding the building dozed at 300kg/m3	m ²	9.86		
	SUB TOTAL lot 900				
LOT 1000	ENVIRONMENTAL MITIGATION MEASURES				
1001	Drainage gutters (40x30cm)	ml	19.70		
1002	Trash cans (half metallic drum with three stands	U	1.00		
	Subtotal				
	PROJECT SUSTAINABILITY				
	Training on the VIP toilet management	FF	1.00		
	GRAND TOTAL WITHOUT TAXES FOR CONSTRUCTION OF VIP TOILET				
	SUMMARY				
	A. TOTAL WITHOUT TAXES FOR CONSTRUCTIONNOF GARDEN				
	B. TOTAL WITHOUT TAXES FOR CONSTRUCTION OF VIP TOILET				
	GLOBAL TOTAL WITHOUT TAXES (A+B)				
	VAT (19.25%)				
	AIR (2.2%) or 5.5%				
	NET PAYMENTS				
	TOTAL INCLUDING TAXES				



This estimates have been prepared at the sum ofFCFA TTC

SUBDETAILS OF PRICES



DESIGNATION :					
No	Daily out put		Total quantity	Unit	Duration of activity
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
	TOTAL A				
EQUIPMENT/MECHINES	Type	No	Daily rate	Days break up	Amount
	TOTAL B				
MATERIAL AND MISCELLANOUS	Type	Unit	Unit cost	Quantity	Amount
	TOTAL C				
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	



Document N°. 9

MODEL CONTRACT

REPUBLIC OF CAMEROON
Peace-work-fatherland
**MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT**

North West Region
Bui Division
MBIAME COUNCIL
P.O. Box 155 Kumbo, Mbven Sub Division
Tel:

info@mbiamecouncil.org
e-mail:mbiamecouncil@yahoo.com
website:mbiamecouncil.org



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
**MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL**

Region du Nord-Ouest
Department de Bui
COMMUNE DE MBIAME
P.O. Box 155 Kumbo, Arrondissement de Mbven
Tel:

info@mbiamecouncil.org
e-mail:mbiamecouncil@yahoo.com
siteweb:mbiamecouncil.org

JOBGING ORDER N° JO/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF

**Awarded after OPEN NATIONAL INVITATION TO TENDER NO N° 09 / ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF
21/06/2024 FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME
COUNCIL, BUI DIVISION OF THE NORTH WEST REGION <EMERGENCY PROCEDURE>**

HOLDER:

P.O. Box _____, Tel: _____ Fax: _____

Business Registry N°. _____ at
Taxpayer's No. _____

SUBJECT: Execution of _____ works;

PLACE : _____

EXECUTION DEADLINE: _____ (_____) months

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (Income tax) (2.2%) or 5.5%	
Net to be paid	

FINANCING : [indicate the source of financing]

BUDGET HEAD : [to be completed]

SUBSCRIBED ON: _____
SIGNED ON: _____
NOTIFIED ON: _____
REGISTERED ON: _____



Between:

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



On the one hand,

And

(enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page _____ and last of JOBBING ORDER No JO/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF

Awarded after OPEN NATIONAL INVITATION TO TENDER NO N° 09 / ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/2024
FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL,
BUI DIVISION OF THE NORTH WEST REGION <EMERGENCY PROCEDURE>

With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (_____) months

Amount of Contract in CFA F:

IAT	
EVAT	
VAT (19.25)	
AIR (2.2 or 5.5 %)	
Net to be paid	



Read and accepted by the Contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration



Document N°. 10

**FORMS AND MODELS TO BE USED BY
BIDDERS**

TABLE OF MODELS

- Annex No. 1: Model tender
- Annex No. 2: Model Bid Bond
- Annex No. 3: Model of Performance Bond (Retention Fund)
- Annex No. 4: Declaration Form
- Annex No. 5: Model of Start-Off Advance Bond
- Annex No. 6: Sub-Unit Price Detail
- Annex No.7: Model of Commitment of Availability
- Annex No. 8: Model References of The Enterprise
- Annex No. 9: Model Equipment List.
- Annex No.10: Key Staff
- Annex No: 11 Attestation of Site Visit Report
- Annex No: 12 Site Visit Report



Annex No. 1: Model tender



I the undersigned Mr.

Taxpayer n°

Acting on the name and on behalf of ETS..... P.O. BOX

After having taken knowledge, of all relative files of the present contract document for the construction of a school garden and V.I.P. toilet at G.S. MBONSO in MBIAME Council, Bui Division of the North West Region.

1 - Submit and commit to execute the works in accordance with the invitation to tender file according to the prices that I have fixed after having appreciated to my point of view and under my responsibility, the nature and the benefit, which make up the sum of Francs cfa all taxes included.

Amount in figures FCFA TTC:

2 - Commit to undertake from the receipt of the service order to begin works given out by the Delegated Contracting Authority, the setting up of the personnel for the works and the material as foreseen in the terms of the contract file.

3 - Declare that this tender remains valid within ninety (90) days counting from the limit date of the submission of the bid.

4 - Commit to respect the delays of three (03) months foreseen by the planning of execution of the works that I myself have established.

5 - Affirm by right at the risk of termination that I have not fallen as well as the enterprise for which I act, under the influence of legal interdictions decreed in the Republic of Cameroon.

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

Signature (s)

Annex No. 2: Model Bid Bond



Bank

Reference of guarantee: No.

To the Mayor of MBIAME Council BUI Division NORTH WEST REGION

Republic of Cameroon

Invitation to Tender No.

BID BOND FOR THE EXECUTION OF THE construction of a school garden and V.I.P. toilet at G.S. MBONSO in MBIAME Council, Bui Division of the North West Region

The Contractor (5)hereby submits on to the **Mayor of MBIAME Council** a bid relating to construction of a school garden and V.I.P. toilet at G.S. MBONSO in MBIAME Council, Bui Division of the North West Region.

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

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

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

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

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

(5) Bidder

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

(7) Bank

Annex No. 3: Model of Performance Bond (Retention Fund)

Bank:

Reference of bank guarantee:

N°



To the Mayor of MBIAME Council (Contracting Authority)

The enterprise.....

SECURITY BOND FOR THE GUARANTEE OF GOOD EXECUTION OF WORKS FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION OF THE NORTH WEST REGION.

We, Bank..... have been informed that between the **Mayor of MBIAME Council** acting as the Contracting Authority, and..... acting as entrepreneur, a contract has been concluded for the construction of a school garden and V.I.P. toilet at G.S. MBONSO in MBIAME Council, Bui Division of the North West Region covering the guarantees, engagement and other liabilities being incumbent upon the entrepreneur because of the contract of an amount equal to.....

We, Bank.....engage ourselves irrevocably and without profit of discussions by this present, to pay in favour of the Cameroonian administration at the first written request of the **Mayor of MBIAME Council** and within eight (08) weeks maximum period, up to the amount of this present guarantee, the sum of

All that could be due the **Mayor of MBIAME Council** by the entrepreneur because the entrepreneur would not fulfil one or several of his/her engagement as stipulated in his/her bid.

A mobilisation request of this present guarantee will be object of a justifying recommended letter with accused receipt and copy to the entrepreneur clearly formulating completely the reasons of this request.

This present banking guarantee will enter in force at the date of notification of the contract to the entrepreneur.

The original of this present guarantee will be preserved in the services of the **Mayor of MBIAME Council**.

This guarantee will be released within sixty (60) days counting from the date of the provisional reception of works.

After this date, the guarantee will be without object and should be returned to us without express demand of our part.

The law as well as the jurisdiction applicable to this guarantee are those of the Republic of Cameroon.

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

Signature (s)



THE MODEL UNDERTAKING BY THE BIDDER

Name of project:..... Invitation to tender N° :
For the construction of a school garden and V.I.P. toilet at G.S. MBONSO in MBIAME Council, Bui Division of the North West Region.

I (We) the undersigned (8)
Acting in the capacity of (9) in the name and on behalf of (10)..... at
..... RC N° by virtue of the power vested in me (us), domiciled at P.O.Box..... (Town)
....., telephone N°, after having studied all the documents of the tender file relating to the Invitation
to Tender N°, and after having assessed in my (our) point of view and under my (our) responsibility the
nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out
works for the construction of a school garden and V.I.P. toilet at G.S. MBONSO in MBIAME Council, Bui Division of the North
West Region in keeping with the terms and conditions of the tender file.

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

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

Done at, on

General Manager

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)
« represented by the undersigned » (name, first name and status)

For companies without a legal status, indicate:

- « We, the undersigned, »
(For each person: name, first name, company name, nationality, location of the registered office)
« Constituted in a group of companies for the execution of this contract, jointly commit ourselves »
(8) Name, first name, profession, residence
(9) Position in the enterprise
(10) Company name

Annex No. 5: Model of Start-Off Advance Bond

Bank

Reference of guarantee No.....

To the Mayor of MBIAME Council BUI Division NORTH WEST REGION

Republic of Cameroon

Invitation to Tender N°.



BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION OF THE NORTH WEST REGION.

We..... (Bank) have been informed that a contract shall be signed between the **Mayor of MBIAME Council**, acting in the capacity of Contracting Authority, and....., acting as contractor for the construction of a school garden and V.I.P. toilet at G.S. MBONSO in MBIAME Council, Bui Division of the North West Region.

In compliance with the provisions of Article of Contract N°, the contractor shall be bound to present to the **Mayor of MBIAME Council**, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the enterprise and amounting to CFA Francs

We,(bank) do hereby commit ourselves, irrevocably and without arguing to pay to **Mayor of MBIAME Council**, at the written request the **Mayor of MBIAME Council** and within three (03) weeks the amount of this guarantee, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

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

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

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps of the bank

Annex No. 6: Sub-Unit Price Detail



Designation of Works :					
N° price	Daily output		Total Quantity		
	/ day				Duration (days)
WORKMANSHIP	Category	Number	Daily Salary	Days paid	Amount
	Site engineer				
	Site foreman				
	Team chiefs				
	Administrative staff				
	Driver				
	Specialised Technicians				
	Labourers				
	Total A				
MACHINES OR EQUIPMENT	Type	Quantity	Daily rate	Days paid	Amount
	Pickup for follow-up				
	Small equipment				
	Total B				
DIVERSE MATERIALS	Type	Quantity	Unit Price	Consumption	Amount
	*				
	Total C				
D	TOTAL DRY PRICE A+B+C				
E	General site expenses		X%	D x X%	
F	General head office expenses		Y%	D x Y%	
G	TOTALCOST PRICE			D + E + F	
H	Risks + benefits		Z%	G x Z%	
P	TOTAL COST PRICE WITHOUT TAXES			G + H	
V	SELLING UNIT PRICE WITHOUT TAXES			P/QTE	

Annex No.7: Model of Commitment of Availability



To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I the undersigned, (specify Name, qualification -diploma or certificate) and holder of National Identity Card No _____ issued on _____ at _____ Tel: _____ is committed and will be available to work as (specify post occupied) _____ with (name of enterprise) if Open National Invitation to Tenders No. 001/ _____ for _____ (indicate the name of project) _____ is awarded to ETS _____

Done at _____ the _____

Sign; _____

Annex No. 8: Model References of The Enterprise

The most representative services and similar to those described in the Special technical conditions above over the last three years



N°	Year	Contract	Purpose	Funding	Amount (ATI) (CFAF)	Acceptance date
1						
2						

NB : for each contract named in the above board, please joint :

- Photocopy of first and last pages of the contract,
- Photocopy of provisional (or final) acceptance report.

Done on, at

Mr (Messrs).....

Signature(s).....

Annex No. 9: Model Equipment List.

DESIGNATION	NUMBER	AGE-STATE	ORIGIN	STATUS



Annex No.10: Key Staff



	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF OF THE ENTERPRISE				
SUPPORT STAFF				

Annex N°11: MODEL ATTESTATION OF SITE VISIT



LETTER HEAD HERE
TO WHOM IT MAY CONCERN

ATTESTATION OF SITE VISIT

This is to testify that Mr

.....
Manager/Technical Director /Engineer of

.....
Has effectively visited the site for

..... in view to tender for the said

project

This attestation is issued to serve the purpose for which it is intended for.

The Entrepreneur

Signed by the contractor on his honour

I) INTRODUCTION

TENDER N° (with project title)
NAME OF ENTERPRISE
DATE: TIME:

II) COMMENTARY:

- II-1) Nature of the project site
II-2) Accessibility to the project site:
II-3) Vegetation (trees, shrubs etc)
II-4) Topography of the site

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

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

V) DIFFICULTIES:
.....
V) CONCLUSION
.....
.....

SIGNATURES:

Visa of project owner or Representative	Contractor's Engineer
---	-----------------------





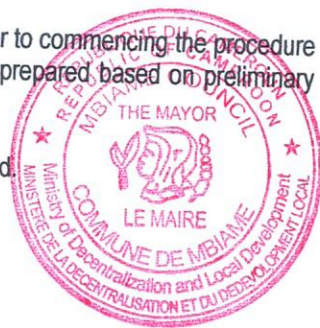
Document N°. 11

PRELIMINARY STUDIES

Note on preliminary studies

In accordance with the Public Contracts Code, the Project Owner or contracting authority must prior to commencing the procedure to award Contracts or refer to the competent Tenders Board, ensure that draft Tender Files are prepared based on preliminary studies.

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



Justification of preliminary studies

1. Attach the preliminary studies.
2. Indicate
 - 2.1. The date studies were carried out;
 - 2.2. The name of the Public or private Project Manager
 - 2.3. References of the Contract, if Private Manager carried it out;
- 2.4. If maintenance works
 - 2.4.1 Description of the studies;
 - 2.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.
- 2.5 Rehabilitation or new works
 - 2.5.1 Are quantities in the quotations the same as those of the studies?
 - 2.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;
 - 2.5.3 Attach the said studies.

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

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



Document N°.12

LIST OF BANKING ESTABLISHMENTS AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS FOR PUBLIC CONTRACTS

List of banking establishments and financial institutions authorised to issue bonds for public Contracts

A- BANKS

- 1- Afriland First Bank (First Bank);
- 2- Banque Atlantique du Cameroun (BACM);
- 3- Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
- 4- City Bank Cameroon (City group);
- 5- Commercial Bank Cameroun (CBC)
- 6- Ecobank Cameroon (EcoBank);
- 7- National Financial Credit (NFC-BANK);
- 8- Societe Commerciale de Banques-Cameroun (CA SCB) ;
- 9- Societe Generale des Banques au Cameroun (SGBC) ;
- 10- Standard Chartered Bank Cameroon (SCBC)
- 11- Union Bank of Cameroon PLC (UBC)
- 12- United Bank for Africa (UBA).
- 13- Banque Gabonaise pour le Financement International (BGFI BANK)



B- INSURANCE COMPANIES

Activa Assurances, B.P. 12 970, Douala
Area Assurances S.A, B.P. 1 531, Douala
Atlantique Assurances S.A, B.P. 2 933, Douala
Bénéficial General Insurance S.A, B.P. 2 328, Douala
Chanas Assurances S.A, B.P. 109, Douala
CPA S.A, B.P. 54, Douala
Nsia Assurances S.A, B.P. 2 759, Douala
Pro Assur S.A, B.P. 5 963, Douala
SAAR S.A, B.P. 1 011, Douala
Saham Assurances S.A, B.P. 11 315, Douala
Zenithe Insurance S.A, B.P. 1 540, Douala

EVALUATION GRID

<< OPEN NATIONAL INVITATION TO TENDER NO N° 09/ ONIT/MINDDEVEL/BU/MC/MCITB/2024 OF 21/06/2024 FOR THE CONSTRUCTION OF A SCHOOL GARDEN AND V.I.P. TOILET AT G.S. MBONSO IN MBIAME COUNCIL, BUI DIVISION OF THE NORTH WEST REGION>>.



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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).
A.2	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.3	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.4	Purchase receipt of Tender File issued by Mbiame Municipal treasury
A.5	A bid bond of francs CFA 1,000,997 (one million nine hundred and ninety-seven) , issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.6	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.7	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.8	A certificate of tax conformity
A.9	An attestation of immatriculation.
A.10	A certified copy of certificate of incorporation
A.11	Plan and attestation of location of the Company signed by the Chief of Taxation
A.12	Group agreement as the case may be.
A.13	Power of attorney authorizing signatory to engage the enterprise in the Tender
A.14	The Special Administrative Conditions (SAC/CCAP), initialled on each page and signed, dated and stamped on the last page

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

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

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

MARKING GRID				
N°	CRITERIA	CONFORMITY		OBSERVATIONS
		YES	NO	
GENERAL PRESENTATION OF THE BIDS				
1	Properly bind document spirally			
2	Table of content			
3	Page separators in colour apart from white			
4	Order prescribed respected			
5	Clearness of the documents			
6	Page numbering			

REFERENCES OF THE COMPANY			
7	Minimum one (01) registered contract (1st and last pages) certified by a competent authority		
8	Minimum one (01) PV of reception corresponding to the-joint contracts certified by a competent authority		
PERMANENT OR MOBILIZABLE MATERIAL MEANS			
9	Certified Proof of a vibrator in good operating condition		
10	Certified Proof of a vehicle (Pick up 4 x 4 or van) (own or hire)		
11	Certified Proof of a, head pans, rubber buckets, spades, shovels, dig axes, hammers		
QUALIFICATION OF SITE PERSONNEL			
12	Organizational Chart of the company		
13	Organizational Chart of site with comments		
14	Works Director (Civil Engineer with at least 03 years of experience in similar works)		
15	Certified copy of the Diploma of Work Director signed by the competent authority		
16	CV signed and dated by the works Director		
17	Attestation of availability signed by owner		
19	Site foreman (at least Higher Technician in Civil or Rural Engineering with at least 03 years of experience in similar works)		
20	Certified copy of certificate of Foreman		
21	CV signed and dated by the site foreman		
22	Attestation of availability signed by the owner		
24	Assistant site foreman (at least a CAP holder in building construction with at least three 03 years of experience)		
25	Certified copy of certificate of assistant Foreman		
26	CV signed and dated by the site foreman		
27	certificate of availability signed by the owner		
METHODOLOGY OF INTERVENTION AND EXECUTION OF THE WORKS			
29	Attestation of site Visit		
30	Site Visit report		
31	Methodology of work execution		
32	Planning of execution of works		
33	Description of safety measures at the construction site		
34	Description of socio - environmental measures for the protection of the site		
35	CCTP dully initialled on each page and signed and dated on the last page		
CAPACITY OF SELF-FINANCING			
36	Attestation of credibility Minimum 75% of the bid price in F CFA		



ENVELOPE C- FINANCIAL FILE	
No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped.(see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

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

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

A Eliminatory criteria

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

B Essential criteria

- 1 General presentation of the Tender;
- 2 Financial capacity;
- 3 References of the company in similar achievements visa by the competent authority;
- 4 Quality of the personnel;
- 5 Technical organization of the works;
- 6 Safety measures on the site;
- 7 Logistics;
- 8 Attestation of site visit duly signed by honour of the bidder.
- 9 Special Technical Clauses initialed in all the pages;
- 10 Special Administrative Clauses completed and initialed in all the pages.

The essential criteria are subject to minimums, the details of which are given in the Special Regulations for the Call for Tenders (RPAO).

11. Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:
The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

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

The Contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.





PLANS