

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

REGION DU NORD- OUEST

DEPARTEMENT DU DONGA MANTUNG

COMMUNE DE NKAMBE

COMMISSION INTERNE DE PASSATION
DES MARCHES PUBLICS



Re: 31/12/2024
P: 02/01/2025
REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

NKAMBE COUNCIL

INTERNAL TENDER'S BOARD

TENDER FILE

PROJECT OWNER:

THE MAYOR OF NKAMBE COUNCIL

CONTRACTING AUTHORITY:

THE MAYOR OF NKAMBE COUNCIL

NKAMBE COUNCIL INTERNAL TENDERS BOARD(NKCITB):

**OPEN NATIONAL INVITATION TO TENDER NO. 011/ONIT
/NWR/DMD/NKC/NKCITB/2024 OF 18/12/2024 THROUGH
THE EMERGENCY PROCEDURE FOR THE CONSTRUCTION OF 80 SHEDS
(4 BLOCKS OF 20 SHOPS EACH)
IN NKAMBE MAIN MARKET, NKAMBE COUNCIL, DONGA MANTUNG
DIVISION OF THE NORTH WEST REGION.**

Lot	Subject	Locality	Project Amount	Bid Bond FCFA	Tender Fee FCFA
1	THE CONSTRUCTION OF 80 SHEDS (4 BLOCKS OF 20 SHOPS EACH), IN NKAMBE MAIN MARKET	NKAMBE MAIN MARKET	182,000,000 FCFA	3,640,000 FCFA	150,000 FCFA

FUNDING: FEICOM/NKAMBE COUNCIL 2024 BUDGET

IMPUTATION: No. _____/CCF/FEICOM/DG/CAJ/DCCC/2024

INVITATION AND REQUIREMENTS TO TENDER

CONTENT

Document No. 1: Tender notice

Document No. 2: General Regulations of the invitation to tender (GRIT)

Document No. 3: Special Regulations of the invitation to tender (SRIT)

Document No. 4: Special Administrative Conditions (SAC)

Document No. 5: Special Technical Conditions (STC)

Document No. 6: Schedule of unit prices

Document No. 7: Bill of quantities and estimates (BQCE).

Document No. 8: The sub-detail of prices

Document No. 9: Model contract

Document No. 10: Model documents to be used by bidders

Document No. 11: List of banking establishments and financial bodies authorised to issue bonds for public contracts.

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

REGION DU NORD- OUEST

DEPARTEMENT DU DONGA MANTUNG

COMMUNE DE NKAMBE

COMMISSION INTERNE DE PASSATION
DES MARCHES PUBLICS



REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

NKAMBE COUNCIL

INTERNAL TENDER'S BOARD

TENDER NOTICE

**OPEN NATIONAL INVITATION TO TENDER NO.011/ONIT
/NWR/DMD/NKC/NKCITB/2024 OF 18/12/2024
THROUGH THE EMERGENCY PROCEDURE FOR THE
CONSTRUCTION OF 80 SHEDS (4 BLOCKS OF 20 SHEDS EACH),
IN NKAMBE MAIN MARKET, NKAMBE COUNCIL, DONGA
MANTUNG DIVISION OF THE NORTH WEST REGION.**

1. Subject of the invitation to tender:

Within the framework of the Funding Agreement No. _____/CCF/FEICOM/DG/CAJ/DCCC/2024 between FEICOM and NKAMBE Council for the 2024 financial year, the Contracting Authority, the Mayor of NKAMBE Council, hereby launches an Open National Invitation to Tender NO. 011/ONIT /NWR/DMD/NKC/NKCITB/2024 OF 18/12/2024 through the Emergency Procedure for the construction of 80 Sheds (4 blocks of 20 sheds each), in Nkambe Main market, Nkambe Council, Donga Mantung Division of the North West Region.

2. Nature of works: The works comprise the construction of 80 sheds (4 blocks of 20 sheds), with internal area of 9m² per shop surrounded by a rectangular veranda 1.20 m wide, with a ceiling height of 3m and external works.
The works comprise notably:

N°	Designation
1	Studies - site installation
2	Earthworks
3	substructure -foundations concrete/masonry works
4	Super structure
5	Roofing works
6	Tillingworks
7	Wood works
8	Metallic works
9	Aluminum works
10	Painting works
11	Electrical installation
12	Plumbing sanitary installation
13	External works

3. DURATION OF EXECUTION: The maximum duration provided by the Project Owner / Contracting Authority for the execution of the works forming the subject of this invitation to tender is eight calendar (08) months, as from the date of notification of the contractor by the control engineer to start work.

4. The works are in one lot.

5. Estimated cost: The estimated cost after preliminary studies stands at **182,000,000 (One Hundred and Eighty-Two Million) CFA** full taxes included.

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 jointly as per the convention signed between FEICOM and NKAMBE Council assigned to the Mayor NKAMBE Council as Authorising Officer with the budgets of 2024 assigned to the Mayor in the Funding Agreement No. _____/CCF/FEICOM/DG/CAJ/DCCC/2024.

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 of **3,640,000 (three million six hundred forty thousand) FCFA**, 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 Mayor's Secretariat of the NKAMBE council and tel: 651 123 571, the DD MINMAP and the REGIONAL SERVICE of ARMP

10. Acquisition of tender file:

The tender file may be acquired from the NKAMBE Council, Mayor's Secretariat, tel: 651 123 571, upon presentation of a non-refundable treasury receipt (payable at the Treasury of the NKAMBE Council) of **150,000 (One hundred and Fifty Thousand FCFA)**. Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

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** ie. 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 Nkambe Council, Contracts Award Service, not later than 14/01/2025 at 10:00AM and should carry the inscription:

**OPEN NATIONAL INVITATION TO TENDER NO. 011/ ONIT
/NWR/DMD/NKC/NKCITB/2024 OF 18/12/ 2024 THROUGH THE
EMERGENCY PROCEDURE FOR THE CONSTRUCTION OF 80 SHEDS (4 BLOCKS OF
20 SHEDS EACH), IN NKAMBE MAIN MARKET, NKAMBE COUNCIL, DONGA
MANTUNG DIVISION OF THE NORTH WEST REGION.**

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

In case of any ambiguities or differences, only the original shall be considered authentic.

12. Admissibility of bids

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

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

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

13. Opening of bids:

The opening of the bids in one phase shall be done on _____ at 11p.m. prompt in the conference hall of the NKAMBE council by the competent tender board. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

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:

14.1-Eliminatory criteria

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

They refer especially to:

- Absence of a document in the administrative file; and not submitted within 48 hours upon request
- Bids submitted after the deadline for submission;
- Duration of execution more than the prescribed;
- False declaration or falsified documents;
- External envelope bearing identification marks of the Bidder;
- Absence of, or insufficient bid bond;
- Omission of a quantified task on the bill of quantities and cost estimates
- Enterprise with an abandoned or overdue contract beyond contractual deadline.
- Failure to obtain at least 75% in the evaluation of the Technical proposal.
- Absence of A SPECIAL FIELD REPORT CO- SIGNED WITH THE NKAMBE COUNCIL CLEARLY INDICATING DUE DILIGENCE AND SUFFICIENT UNDERSTANDING OF THE LOCAL SECURITY CONTEXT

14.2. Main Qualification criteria:

Essential criteria are those that are primordial or key in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender. They must be determined in relation to the nature and content of the works to be executed.

Indicatively, the criteria related to the qualification of candidates will be on:

- ◆ Financial situation;
- ◆ Experience;
- ◆ Personnel;
- ◆ Equipment.

15. Award

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

16. Validity of bids

The bidders shall remain committed to their offers during a period of (ninety) 90 days from the deadline set for the submission of bids.

17. Complementary information

Complementary technical information may be obtained every day during working hours from the NKAMBE Council, Contracts Award Service, tel: 651 123 571.

Copies:

- MINMAP
- ARMP

FEICOM

- Authorizing Officer
- DD MINDDEVEL
- Chairperson of NKCITB
- File/Chrono
- Notice Boards

NKAMBE, the 15 DEC 2024



REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

REGION DU NORD- OUEST

DEPARTEMENT DU DONGA MANTUNG

COMMUNE DE NKAMBE

COMMISSION INTERNE DE PASSATION
DES MARCHES PUBLICS



REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

NKAMBE COUNCIL

INTERNAL TENDERS BOARD

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° 011/ ONIT /NWR/DMD/NKC/NKCITB/2024 DU 18/12/2024 PAR LA
PROCÉDURE D'URGENCE POUR LA CONSTRUCTION DE 80 BOUTIQUES (4
BLOCS DE 20 BOUTIQUES), AU MARCHÉ DE NKAMBE, LA COMMUNE DE
NKAMBE, DEPARTEMENT DE DONGA MANTUNG, RÉGION DU NORD-OUEST.

1. Objet de l'Appel d'Offres

Dans le cadre de la convention No. _____/CCF/FEICOM/DG/CAJ/DCCC/2024 entre le FEICOM et la Commune de NKAMBE pour l' execution du 2024, l'Autorite Contractant, l' Authotite Contractant, le Maire de la Commune de Nkambe lance un appel d'offres national ouvert pour les travaux de construction de 80 boutiques (4 blocs de 20 boutiques), au marché principal de Nkambe, dans la Commune de NKAMBE, Departement de DONGA MANTUNG, Région du Nord-Ouest.

2. Consistance des travaux

Les travaux comprennent la construction de 80 boutiques (4 blocs de 20 boutiques), avec des surfaces intérieures de 9m2 par boutique entourées d'une véranda rectangulaire de 1,20 m de large, avec une hauteur sous plafond de 3m et les travaux de VRD.

Les travaux comprennent notamment :

N°	Designation
1	Etude - installation du chantier
2	Terrassement
3	Substructure -foundations BA/masonnerie
4	Super structure
5	Travaux de toiture
6	Travaux de carrelage
7	Travaux de bois
8	Travaux métalliques
9	Travaux aluminium
10	Travaux de peinture
11	Installation electriques
12	Installation de Plomberie et sanitaire
13	VRD

3. Délais d'exécution

Le délai global d'exécution des travaux est de huit (08) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

4. 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 **182 000 000 (cent quatre-vingt-deux million) francs CFA TTC.**

6. Participation et origine

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

7. Financement

Les travaux, objet du présent appel d'offres sont financés conjointement par les Budgets de FEICOM est la Commune de NKAMBE au titre de l'exercice 2024 assigné au Maire de la commune de NKAMBE, dans la convention No. _____/CCF/FEICOM/DG/CAJ/DCCC/2024.

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 **3 640 000 (trois millions six cent quarante mille) 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 dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant (Service de passation des marchés de la mairie DE NKAMBE), à la Delegation Departementale des Marches Publics du Donga Mantung et au Bureau Regional de l'Agence de Regullaisation des Marches Publics (ARMP) Nord-Ouest pendant les heures ouvrables.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés de la Mairie DE NKAMBE) pendant les heures ouvrables contre versement d'une somme non remboursable de **150,000 (Cent Cinquante Mille) francs CFA** au Trésor Public (Trésorerie de la Commune de NKAMBE). Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

11. Remise des offres:

Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels seront remise au Service de Passation des Marchés de la mairie DE NKAMBE, au plus tard le **14/01/2025** à 10 heures. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Ce paquet devra porter la mention :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 011/ ONIT /NWR/DMD/NKC/NKCITB/2024 DU 18/12/2024 PAR LA PROCÉDURE D'URGENCE POUR LA CONSTRUCTION DE 80 BOUTIQUES (4 BLOCS DE 20 BOUTIQUES), AU MARCHÉ DE NKAMBE, LA COMMUNE DE NKAMBE, DEPARTEMENT DE DONGA MANTUNG, RÉGION DU NORD-OUEST.

« A n'ouvrir qu'en séance de dépouillement »

Les offres parvenues après les dates et heure limites de dépôt des offres ne seront pas reçues.

12. Recevabilité des offres

Les offres ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

Toute offre non conforme aux prescriptions du présent avis et 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, valable pendant 30 jours au-delà du délai de validité des offres.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le _____ à 11 heures précises dans la salle de conférence de la Commune de NKAMBE par la Commission Interne de Passation des marchés Compétente en présence des soumissionnaires.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandater à cet effet.

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 :

14.1-Critères éliminatoires

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

Il s'agit notamment :

- ◆ Les soumissions tardives
- ◆ Absence d'un prix administrative est ne pas soumise dans 48h de demand,
- ◆ La soumission avec le signe d'identification
- ◆ Cautionnement absent ou inadéquate
- ◆ Fausse déclaration ou pièce falsifiée,
- ◆ Non-conformité aux spécifications techniques majeures (à lister),
- ◆ Le non-respect de X critères essentiels (X supérieur ou égal à 1),
- ◆ Absence d'un prix unitaire quantifié,
- ◆ Non-conformité du modèle de soumission,
- ◆ L'entreprise avec le projet abandonne ou non complète dans le délai exigé
- ◆ Une note moins de 75% dans l'évaluation du dossier technique
- ◆ Absent d'un rapport spécial de terrain co-signé avec la commune de NKAMBE indiquant les vérifications nécessaires et une maîtrise adéquate du contexte sécuritaire local

14.2 Critères essentiels

L'évaluation sera faite sur la base des critères techniques prédéfinis pour une note globale de 100 points. Ces critères ont été groupés par rubriques ainsi qu'il suit :

- Capacité financière;
- Références de l'entreprise;
- Qualité du personnel postulé;
- Moyens logistiques/equipement;
- Méthodologie/Organisation des travaux;

15. Attribution

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

16. Durée de validité des offres

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

17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune de NKAMBE, Service des Marchés Publics.

Copies :

- MINMAP
- ARMP ;
- FEICOM
- Maître d'Ouvrage ou Maître d'Ouvrage délégué concerné ;
- DD MINDEVEL DM
- Présidents CPM ;
- Chrono
- Affichage.

NKAMBE, le **18/DEC/2024**
Le Maire
Commune de NKAMBE



**GENERAL RULES OF THE INVITATION
TO TENDER**

DOCUMENT No 2:
General Regulations of the Invitation to Tender

Table of contents

A. General

Article 1: Scope of the tender	
Article 2: Financing	
Article 3: Fraud and corruption	
Article 4: Candidates admitted to compete	
Article 5: Building materials, materials, supplies, equipment and authorised services .	
Article 6: Qualification of bidder	
Article 7: Visit of site of works	

B. Tender File

Article 8: Content of Tender File	
Article 9: Clarifications on Tender File	
Article 10: Modification of the Tender File	

C. Preparation of Tenders

Article 11: Tender fees	
Article 12: Language of bid	
Article 13: Constituent documents of the bid	
Article 14: Amount of bid	
Article 15: Currency of bid and payment	
Article 16: Validity of bids	
Article 17: Bid bond	
Article 18: Varying proposals by bidders	
Article 19: Preparatory meeting to the establishment of bids	
Article 20: Form and signature of bids	

D. Submission of bids

Article 21: Sealing and marking of bids	
Article 22: Data and time-limit for submission of bids	
Article 23: Out of time-limit bids	
Article 24: Modification, substitution and withdrawal of bids	

E. Opening of bids and evaluation of offers

Article 25: Opening of bids	
Article 26: Confidential nature of the procedure	
Article 27: Clarifications on the offer and contact with Delegated Contracting Authority.	
Article 28: Determination of their conformity	
Article 29: Qualification of the bidder	
Article 30: Correction of errors	
Article 31: Evaluation of financial offers	
Article 32: National preference	

F. Award of the contract

Article 33: Award	
Article 34: Right of the Delegated Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure	
Article 35: Cancellation of invitation to tender or declared unsuccessful	
Article 36: Notification of the award of the contract	
Article 37: Signature of the contract	
Article 38: Final bond	

GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

- 1.1** The Mayor of NKAMBE Council hereinafter referred to as the Contracting Authority, hereby launches an Open National Invitation to tender for the construction of the works described in the Tender File. The name and identification number which formed the subject of the invitation to tender feature in the Special Regulations of the invitation to tender. Hereafter reference is made to it under the term "works".
- 1.2** The bidder retained or the successful bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 1.2** In this Tender File, the terms "Contracting Authority" and Delegated Contracting Authority" are interchangeable and 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 this contract. By virtue of this principle, the Contracting Authority:

- a) Defines, within the context of this clause, the following expressions in the following manner:
- i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any gifts in view of influencing the action of a public official during the award or execution of this contract;
 - ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of this contract;
 - iii) "collusive practices" 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 offers at levels not corresponding with those which will result from the forces of competition;
 - iv) And "coercive practices" 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) Will reject any award proposal if he determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

Article 4: Candidates allowed to Compete:

- (a) 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.
A bidder shall be judged to be in a situation of conflict of interest if he:
- i) is associated 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 offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.

(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, Delegated Contracting Authority or his/her immediate collaborators.

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 this 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 offer, bidders must:

- (a) submit a power of attorney making the signatory of the offer bound by the offer; and
- (b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

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

- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and Contracts awarded;
- (iii) Pending litigations; and
- (iv) Availability of indispensable equipment.

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

- (a) The offer must include all the information listed in article 6(1) above;
- (b) The offer 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 and justified with the production of a joint venture agreement in due form;
- (d) The member of the group designated as the representative will represent all the undertakings Vis à Vis the Contracting Authority with regard to the execution of the Contract.
- (e) In case of joint-contracting, the co-contractors shall share the sums which are paid by the Delegated Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

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

6.4 National bidders and groups of national bidders requesting to benefit from the margin of preference whose percentage is set at ten percent (10%) must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 32 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 works site and its environs and obtain by himself and under his/her own responsibility, all the information which may be necessary for the preparation of the offer and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.

7.2 The Delegated Contracting Authority shall authorise the bidder and his/her employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his/her employees and agents free the Delegated Contracting Authority, his/her 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 of material damages, costs and fees incurred from this visit.

7.3 The Delegated Contracting Authority may organise a visit of the site of the works during the preparatory meeting to establishing the offers 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:

1. The Tender Notice;
2. The General Regulations of the invitation to tender;
3. The Special Regulations of the invitation to tender;
4. The Special Administrative Conditions;
5. The Special Technical Conditions;
6. The Schedule of Unit Prices
7. The; Bill of Quantities and Estimates
8. The Sub Details of Unit Prices;
9. The Model of Contract
10. The Model Forms

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 Site Visit Report

11. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his/her offer.

Article 9: Clarifications on the Tender File

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

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

9.2 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public Contracts award procedure may lodge a complaint to the Delegated Contracting Authority.

9.3 The complaint must be addressed to the Delegated Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of public Contracts and the chairperson of the Tenders Board.

It must reach the Delegated Contracting Authority or Delegated Contracting Authority not later than fourteen (14) days before the opening of bids.

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

Article 10: Amendment of the Tender File

10.1 The Delegated Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his/her 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 to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the Delegated Contracting Authority.

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

C Preparation of offers

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his/her offer and the Delegated Contracting Authority shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of offer

The offer as well as any correspondence and all documents concerning the offer exchanged between the bidder and the Delegated 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 offer is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the offer

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

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;
 - 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 offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical offer

b.1 Information on qualifications

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

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical offer 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, 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 administrative and technical documents relating to the contract, namely:

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

c. Volume 3: Financial offer

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

1. The signed and dated original offer 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.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: Offer 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 offers, shall be included in the prices and in the total amount of the offer 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 a price revision.

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

Article 15: Currency of offer and payment

15.1 The amount of the offer shall be entirely made in the national currency (CFA franc). The amount of the offer, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in the CFA francs.

Article 16: Validity of offers

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

16.2 Under exceptional circumstances, the Delegated 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 written 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/her offer without losing his/her bid bond. A bidder who consents to an extension shall not be asked to modify his/her offer 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 offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Delegated Contracting Authority addressed to bidders. The updating period shall run from 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.

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/her offer.
- 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 Delegated Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of offers or any other validity time-limit requested by the Delegated Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any offer 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 offer 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/her offer during the period of validity;
 - b) If the retained bidder:
- i) fails in his/her obligation to register the contract in application of article 37 of the General Regulations;
 - ii) Fails in his/her obligation to furnish the required final bond in application of article 38 of the General Regulations.

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. Offers 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 Delegated Contracting Authority as described in the Tender File and furnish in addition all the information which the Delegated 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 Delegated Contracting Authority will examine only the technical variants of the bidder whose offer conforming to 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 according to 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 offers

- 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 writing or by telex in a way as to reach the Delegated Contracting Authority at least one week before the meeting. The Delegated Contracting Authority may not reply to questions received 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 Delegated 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 offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

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 offer 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 offer containing alterations or changes must be initialled by the signatory (ies) of the offer.

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

D. SUBMISSION OF OFFERS

Article 21: Sealing and marking of offers

21.1 The bidder shall seal the original and each copy of the offer 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) Shall be addressed to the Delegated Contracting Authority at the address indicated in the Special Regulations;
- b) Shall bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS" 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 Delegated Contracting Authority return the sealed offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 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 Delegated Contracting Authority shall not be responsible if the offer is misplaced or opened prematurely.

Article 22: Date and time-limit for submission of offers

22.1 The offers must be received by the Delegated 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 Delegated Contracting Authority may, at his/her discretion, postpone the deadline set for the submission of the offers 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 Delegated Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late offers

Any offer received by the Delegated Contracting Authority beyond the deadline for the submission of offers in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of offers

24.1 A bidder may modify or withdraw his/her offer after submitting it, on condition that the written notification of the modification or withdrawal is received by the Delegated Contracting Authority prior to the end of the time-limit prescribed for the submission of the offers. 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 offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".

24.2 The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. The 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 offers.

24.3 Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.

24.4 No offer may be withdrawn during the interval between the submission of offers and the expiry of the validity of offers specified by the model tender. The withdrawal of an offer 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 offers

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in a single phase 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 offer 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 offer" are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer 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 offer. The modification of the offer 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 offers 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 and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Delegated Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Offers (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 offers, 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 ARMP an initialled copy of the offers presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public Contracts, the Delegated Contracting Authority or Delegated Contracting Authority.

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/her report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential character of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given neither to bidders nor to any person concerned with the said procedure before the announcement of the award.
- 26.2 Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Delegated Contracting Authority in his/her award decision may cause the rejection of his/her offer.
- 26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Delegated Contracting Authority with reasons having to do with his/her offer may do so in writing.

Article 27: Clarifications on the offers and contact with the Delegated Contracting Authority

- 27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his/her offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer 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 29 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 offers, between the opening of envelopes and the award of the contract.

Article 28: Determination of Conformity of offers

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

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

28.3 An offer that conforms to the Tender File shall essentially be an offer 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 and is not in conformity with the Tender File, the rights of the Delegated Contracting Authority or the obligations of the bidder in relation to the contract; or
- iii) whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed with the Tender File.

28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.

28.5 The Delegated 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 offers.

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder because having an offer substantially in conformity 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 offers considered essentially in conformity 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 offer 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 lowest bid refuses the correction thus carried out, his/her offer shall be rejected and the bid bond may be seized.

Article 31: Evaluation of financial offers

32.1 Only offers considered as being in conformity, 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 offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer 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 the 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 the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Delegated 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 offers.

The Delegated Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

32.4 If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Delegated Contracting Authority, the Evaluation sub-committee 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 to it, the Delegated Contracting Authority may reject the offer.

Article 32: Preference granted national bidders

If this provision is mentioned in the Special Regulations, national contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

F. Award of the contract

Article 33: Award

- 34.1 The Delegated or Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was evaluated as the lowest realistic 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 offer 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, as well as their financial situation at the time of award.

Article 34: The right by the Delegated Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

The Delegated or Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Delegated Contracting Authority where the offers 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 35: Notification of the award of the contract

Before the expiry of the validity of the offers set in the Special Regulations, the Delegated Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail or by any other means that his/her offer was retained. This letter will indicate the amount the Delegated Contracting Authority will pay the contractor to execute the works and the execution time-limit.

Article 36: Publication of results of award and petitions

- 37.1 The Delegated 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 offers.
- 37.2 The Delegated Contracting Authority is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 37.3 After publication of the award results, offers 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 Delegated Contracting Authority or Delegated Contracting Authority and the chairperson of the Tenders Board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 37: 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 and the competent Specialised Contracts Control Board, where need be for approval.
- 38.2 The Delegated Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 38.3 The contract must be notified to the holder within five (5) days of its date of signature.

Article 38: Final Bond

- 39.1 Within twenty (20) days of the notification by the Delegated Contracting Authority, the contractor shall furnish the Delegated Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Delegated Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first-rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

THE SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Note on the Special Regulations of the Invitation to Tender

The aim of Document No. 3 is to help the Projected Owner or Delegated Project Owner and/or Contracting Authority to furnish specific information corresponding to the clauses of the General Regulations featuring in Document No. 1. This information must be established for each contract.

The Contracting Authority must specify in the Special Regulations the information and conditions specific to its situation, to the contract award process, to applicable rules concerning the amount and currency of the bid and to the criteria that will be used to evaluate the bids. During the preparation of this document, particular attention must be paid to the following aspects:

- a) Information which specify and complete the clauses of Document No. 1 must be included;
- b) Amendments and/or possible addenda to the clauses of Document No. 1, determined by conditions specific to the tender under consideration must also be included.

This document must be filled by the Contracting Authority before the publication of the tender file. The following provisions which are specific to works forming the subject of the call for tender, complete or specify the provisions of the General Regulations of the invitation to tender.

In case of conflict, the following provisions take precedence over the General Regulations of the invitation to tender. The figures of the first column refer to the corresponding article in the General Regulations of the invitation to tender. The provisions of the General Regulations of the invitation to tender not repeated in the Special Regulations shall remain applicable.

A) INTRODUCTION

ARTICLE 1: Definition of Works:

Within the framework of the Funding Agreement No between FEICOM and NKAMBE COUNCIL, the Mayor of NKAMBE Council hereby launches an Open National Invitation to Tender NO/ 011/ONIT/NWR/DMD/NKC/NCITB/2024 OF 18/12/ 2024 through the Emergency Procedure for the construction of 80 Sheds (4 blocks of 20 sheds each), Nkambe main market, Nkambe Council, Donga Mantung Division of the North West Region

ARTICLE 2: Duration of execution

The maximum completion period of the works to provisional reception is Eight (08) months from the date of notification of the service order to start work

ARTICLE 3: Source of funding

The works which form the subject of this open national invitation to tender shall be financed by the FEICOM 2024 Budget, allocated to THE MAYOR OF NKAMBE COUNCIL the authorizing officer.

Article 4: Consistency of the bids

The bid shall include a file for:

Envelope A: Administrative documents

It shall consist of the following documents, stapled and arranged in the following order.

1. **An undertaking** by the bidder (declaration to tender), stamped, dated and signed by the bidder or group representative in conformity with the model attached.
2. **An attestation of non-bankruptcy** not older that 03 months, issued by the chamber of commerce or court of competent jurisdiction of the place of residence of the bidder.
3. **An attestation of bank account:** Bank account in the name of the enterprise issued by a bank or any first-order credit institution approved by thr Minster in charge of finance.
4. **Bid security (bank guarantee) of 3,640,000 (three million six hundred and forty thousand) FCFA**, from a bank accredited by MINEFI and recognised by COBAC (Bank caution).
5. **Treasury Receipt** showing the payment of the tender fee of **150,000 (One hundred and fifty thousand) FCFA** as stipulated in the tender notice.
6. **An attestation of CNPS:** current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his/her social contributions.
7. **Certificate of non-exclusion** attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts, not older that three (03) months issued by ARMP.
8. **A certificate of tax conformity** certifying that the bidder owes no taxes signed by the director or the head of taxecenter.
9. **An attestation of immatriculation.**
10. **A certified copy of certificate of incorporation.**
11. **Attestation of site visit** signed by the contractor on his honour.
12. **Group agreement** as the case may be.
13. **Power of attoney** as the case may be signed by a notary.
14. **The Special Administrative Conditions (SAC/CCAP)**, initialled on each page and signed, dated and stamped on the last page

N.B:

Absence of the following documents shall result to out right rejection

- ✓ Receipt for the purchase of tender file
- ✓ Bid bond

N.B: All documents shall be originals as requested or certified true copies legalised by competent services or that which issued them and must not be more than three (03) months old.

The documents shall be arranged in the order listed above and separated from each other by colour separators. **Any document with double certification shall not be accepted.**

Envelope B: TECHNICAL FILE

It shall contain the documents cited below and placed in the following order:

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (list of equipment and tools)	Attach certified copies of title deeds, receipts, etc. These equipments and tools must be present at the site before and during each phase
B2	Personnel list	It shall contain: <ul style="list-style-type: none"> ☞ Works Supervisor: at least a Civil, Engineer with at least 03 years' experience ☞ Foreman: at least a Senior Civil Engineering technician or HND with atleast 3yrs experience in the domain of Construction. 	Attach for each person a CV signed and dated, as well as a certified copy of certificate. <i>(all key personnel must present a commitment of availability duly signed and must present a certified copy of a valid national identity card bearing 03 signatures of the bearer)</i>
B3	Organisation of works/ methodology	In conformity with article 7 below, it shall show clearly the organisation of the enterprise (methodology of execution, work schedule, site installation, supply of materials, etc)	Date, signature and stamp of bidder at the end of document
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor. (only 30% of the contract may be sub-contracted)
B5	Attestation of site visit	Attestation of visit to the site where the works are to be carried out. A site visit report signed by the Contractor or his Engineer	Dated and signed by the contractor
B6	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and or other civil engineering works realised. (see attached format)	Amount of works, copies of (1 st and last pages) and minutes of final reception for all giant works executed before 2024 and minutes of provisional reception for 2024 projects.
B7	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.
B8	Technical specifications	Provided in tender file.	Initialled on every page and Signed and stamped on the last page

ENVELOPE C: FINANCIAL OFFER

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
C1	The tender (Application letter)	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. A Fiscal stamp of 1500 FCFA.
C2	Unit Price Elaboration	Format to be completed showing detail breakdown of prices.	Initials on each page, all pages stamped.
C3	Bill of Quantities and Cost Estimates	Format to be completed.	Initials on each page, dated, signature on the last page, all pages stamped.
C4	Price enclosure Slip	Format to be completed showing the unit prices.	Initials on each page and signature on last page, all pages stamped with enterprise function stamp.

All these documents are to be arranged in the above order and separated with colour separators other than white.

Note: Plans supplied with tender file should not be submitted.

Building materials, materials, supplies equipment and authorised services

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

Article 5: Main qualification criteria of bidders

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

- General presentation of the tender files;
- References of the company in similar achievements;
- Quality of the personnel requested;
- Attestation and report of site visit;
- Technical organization of the works,
- Equipments put aside for this project,
- Special Technical Clauses initialed in all the pages, signed, stamped and dated on the last page;
- Special Administrative Clauses completed and initialed in all the pages, signed, stamped and dated on the last page;
- Safety measures on the site.
- Pre-financial capability

Any offer that shall not respect (75%) of the above criteria shall simply be eliminated.

5.2 Bidders shall remain bound by their bids for a period of ninety (90) days from date of opening of the bids

ARTICLE 6: OBLIGATIONS AND CONDITIONS TO TENDER

- 6.1 Any bid that does not respect any of the conditions for tendering shall not be received.
- 6.2 The bidders shall submit seven (07) copies ie. one (01) original and six (06) copies (indicated on them as such) of his/her bids drafted in English or French at the Service for Contracts (SIGAMP) at the NKAMBE Council against an acknowledgement receipt **on or before the 14/01/2025 at 10:00a.m prompt**. No bid shall be received after this time and date.
- 6.3 After submission no bids shall be withdrawn, modified or corrected for any reason. This condition shall apply before and after the submission date.

ARTICLE 7: THE BIDDING DOCUMENTS

7.1 The documents that make up this tender are as follows:

1. The Tender Notice;
2. The General Regulations of the invitation to tender;
3. The Special Regulations of the invitation to tender;
4. The Special Administrative Conditions;
5. The Special Technical Conditions;
6. The Schedule of Unit Prices
7. The; Bill of Quantities and Estimates
8. The Sub Details of Unit Prices;
9. The Model of Contract
10. The Model Forms

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 Site Visit Report

11. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

ARTICLE 8: AMENDMENT OF BIDDING DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the Contracting authority, may modify the bidding documents for any reasons, whether at its own initiative, at the request of the Tender Board or in response to a clarification requested by a prospective bidder.
- 8.2 All prospective bidders that have received the bidding documents will be notified of all amendments in writing or be contacted by telephone to do so and all such modifications will be considered as an integral part of their bidding documents.
- 8.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Contracting Authority at its discretion, may extend the deadline for the submission of bids if there were any such amendments.

ARTICLE 9: CALCULATION OF PRICES

- 9.1 The amount shall be calculated on the bases of variable prices.
The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his/her offer for each item.
- 9.2 The price enclosure slip must be completed. Any price lacking on this form shall be considered as follows:
 - The corresponding price on the bill of quantities and costs estimates;
 - The highest corresponding price furnished by the bidder technically qualified, if it exist in the same lot,
 - The average of all the prices of bidders in the same lot if the bidder is the only qualified one.
- 9.3 The bidder shall express the prices in the PES and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.
The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.
The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary, without any complaints from the bidder.

ARTICLE 10: PRESENTATION OF BIDS

a. Signature of bids – Power of Attorney

10.1.A All the signatures and initials needed for the tender and indicated in this article must be those of the bidder himself or his/her representative duly mandated.

10.1.B If the bidder is a group of enterprises, each group member or representative must sign the bidding documents such that the result shall be a joint offer.

The group shall choose a common representative who shall receive Service Orders and carry out all transactions in the name of the group.

b. Presentation of bids

The bid shall be presented in seven (07) copies (one (01) original and six (06) copies) marked as such and put inside three (03) sealed envelopes comprising the following:

All these documents are to be arranged in the above order and separated with colour separators.

Note: Plans supplied with tender file should not be submitted.

c. SUBMISSION OF OFFERS AND OPENING OF BIDS

Envelopes A, B, and C are to be sealed and each envelope shall be marked "ADMINISTRATIVE DOCUMENTS, TECHNICAL OFFER or FINANCIAL OFFER" as the case may be. The three envelopes shall be placed in a fourth envelope, sealed and shall carry the following inscriptions:

**< OPEN NATIONAL INVITATION TO TENDER NO. 011/ ONIT /NWR/DMD/NKC/NKCITB/2024
OF 18/12/ 2024 THROUGH THE EMERGENCY PROCEDURE FOR THE
CONSTRUCTION OF 80 SHEDS (4 BLOCKS OF 20 SHEDS), IN NKAMBE MAIN
MARKET, NKAMBE COUNCIL, DONGA MANTUNG DIVISION OF THE NORTH WEST
REGION>**

(TO BE OPENED ONLY DURING THE BIDS OPENING SESSION)

All bids shall be deposited at the Service of Contracts (SIGAMP) at the NKAMBE Council against a receipt according to the schedule in the tender notice. In the case where the envelope shall not be sealed or without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

ARTICLE 11: TECHNICAL PROPOSALS

Proposals for different variants can be accepted from the bidder but the bidder has the obligation of costing the variant in the tender file.

ARTICLE 12: BID BOND

The bidder shall furnish a bid bond (provisional caution) of **3,640,000 (three million six hundred and forty thousand) FCFA**, from a banking institution of the first order accredited by the Ministry in charge of Finance according to the criteria of COBAC.

ARTICLE 13: TENDER

Each bidder shall tender following the conditions laid down in this tender file.

ARTICLE 14: CURRENCY

The unit prices shall be calculated in Francs CFA, and furnish in figures and words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA.

ARTICLE 15: PAYMENT MODALITIES

The contractor shall be paid upon presentation of monthly instalments "Décomptes" established from attachments signed by Project Manager and visa by the Delegated Contracting Authority showing the work progress, presented by the Contract Engineer and countersigned by the Contract Manager (Authorising Officer) and the Contractor.

ARTICLE 16: IMPORTATION OF MATERIALS

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

ARTICLE 17: VERIFICATION OF BIDS

- 17.1 The administration has a period of one (01) month to examine the bids and make its choice. It shall eventually rectify, as indicated in article 5.3, the bidding amount without any objection from the bidder.
- 17.2 At the request of the tender board, the bidder shall furnish in writing, within seven (07) calendar days, any information necessary for the examination of his/her bid or concerning errors and omissions noted.
- 17.3 The tender board reserves the right to convoke the bidder at his/her expenditure for complementary explanations. Any errors discovered by the tender board shall be rectified as follows:
 - 17.3.1 Where there exists a difference between the amount in figures and the amount in letters, the amount in letters shall be taken as correct;

- 17.3.2 Where there exists a difference between a unit price and the amount obtained by the product of unit price and the quantity, the unit price shall be taken, except the tender board estimates that it is an error of decimal point, in which case the amount is taken and the unit price corrected.
- 17.3.3 The sub-committee for the evaluation of bids, shall be designated by the TENDER'S BOARD, shall be constituted during the bid opening session

ARTICLE 18: VALIDITY OF BIDS

The bidder shall be bound by his/her bid for a period of ninety (90) days from the day of submission of bids. If at the end of this period the jobbing Order is not notified to the bidder, he can withdraw his/her bid or accept the extension of duration on the written request of the administration.

ARTICLE 19: OPENING/EVALUATION OF BIDS AND CHOICE OF CONTRACTOR:

The opening of bids shall take place on the date and place prescribed in the tender file. Envelopes received from prospective bidders shall be opened at once and evaluated in two stages.

19.1 OPENING OF ENVELOPES (A) (B) and (C) (FIRST STAGE)

- **OPENING/EXAMINATION OF ENVELOPE (A):**
(Administrative documents) shall be opened in public and the conformity of the documents shall be verified. The administrative documents must be complete, valid and authentic. The bid bond must conform to the format submitted. Only bids with documents that meet these requirements shall have their other envelopes evaluated.

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 OF TRADE AND INDUSTRY, 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 the first Order not more than three months.
A.4	A bid bond of 3,640,000 (three million six hundred and forty thousand) CFA.F issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.5	Purchase receipt of tender file issued by NKAMBE Municipal treasury 150,000 (One hundred and fifty thousand) CFAF
A.6	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	A certificate of tax conformity
A.9	An attestation of immatriculation.
A.10	A certified copy of certificate of incorporation
A.11	An Attestation of site visit signed by the contractor
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

- **OPENING/EXAMINATION OF ENVELOPE (B)**
(Technical Offer) shall be opened in public to determine whether the file is complete with the authenticity of documents checked and whether the documents are legalised by the competent services concerned and placed in the recommended order.
- **OPENING/EXAMINATION OF ENVELOPE (C)**
(Financial Offer) shall be opened in public but evaluated only for bids that have sailed through the first two steps.

Bid amounts shall be read out in public as inscribed in the financial offer of the bidder.

NB: Copies of the financial offer shall along side the Administrative and Technical offers, be handed to a Sub-Technical committee for verification and evaluation of the Technical and Financial Offers.

The bidder shall do everything to facilitate the job of the Sub-Technical committee for Analysis by using Coloured separators, Title pages and summaries where necessary and presentation of documents according to the order given in the tender file.

19.2 EVALUATION OF TECHNICAL OFFER
NKAMBE COUNCIL INTERNAL TENDERS BOARD
TECHNICAL ANALYSIS SUB COMMISSION

THE CONSTRUCTION OF 80 SHEDS (4 BLOCKS OF 20 SHEDS EACH), IN NKAMBE MAIN MARKET, NKAMBE COUNCIL, DONGA MANTUNG DIVISION OF THE NORTH WEST REGION.

1	PRESIDENT:		
2	SECRETARY:		
3	MEMBERS		
TENDER No:OF			
CONTRACTORS:			
A)			
B)			
C)			
Eliminatory Criteria (See evaluation of administrative files)			
Designation		BIDDERS	
		A	B
		C	
		EVALUATION (Yes or No)	
a. General presentation of bids			
a1	Presence of all documents		
a2	Properly bind		
a3	Separators in colour apart from white		
a4	Order prescribed respected		
TOTAL a		/4	/4
		EVALUATION (Yes or No)	
b. The company references			
References of the company in civil ENGINEERING or similar works for the past Five years			
b1	AT LEAST 02 REFERENCES IN SIMILAR DOMAINS		
b2	CERTIFIED COPIES OF THE 1 ST AND LAST PAGES OF THE JOBBING ORDERS PRESENTED ABOVE		
b3	MINUTES OF THE PROVISIONAL OR FINAL RECEPTION OF THE ABOVE PROJECTS		
TOTAL b		/3	/3
		EVALUATION (Yes or No)	
c. Equipment			
c1	Proof of ownership or hire of a liason vehicle (Pick up 4 x 4 or van) (Hired or owned)		
c2	Proof of ownership or hire of a truck of atleast 20 tonnes capacity		
c3	Proof of ownership or hire of a front head loader or simmlar equipment		
c4	Proof of ownership or hire of a bulldozer of good condition		
c5	Proof of ownership or hire of a theodolite		
c6	Proof of ownership or hire of an optical level equipment		
c7	Proof of ownership or hire of a compactor in good condition		
c8	Proof of ownership of a survey kit		
c9	Prof of ownership of a carpentry kit		
c10	Proof of ownership of a masonry kit		
TOTA 2		/10	/10
		EVALUATION (Yes or No)	
d. Personnel of the Enterprise			
Works Engineer: Civil Engineer with atleast 03yrs of experience			
d1	Certified copy of valid national identity card		
d2	Diploma of work Engineer certified		
d3	CV signed and dated by works Engineer		
D4	Attestation of availability dully signed by bearer and dated		

	Site foreman: Senior Civil Engineering technician or HND with atleast 3yrs experience			
D5	Certified copy of valid national identity card			
D6	Certified copy of certificate of Foreman			
D7	CV signed and dated by site foreman			
D8	Attestation of availability duly signed and dated by bearer			
	TOTAL d			
	e) Technical Proposals	/8	/8	/8
e1	Attestation of site visit	EVALUATION (Yes or No)		
e2	Site visit report with pictures duely signed by presenter			
e3	Detailed technical note and proposals			
	TOTAL e			
	f) The methodology of intervention and execution of work	/3	/3	/3
f1	Site organisation in teams or options	EVALUATION (Yes or No)		
f2	Description of the socio - environment measures for site protection			
f3	Dispositions prevued for the securisation of personnel and other users			
f4	Use of local manpower			
f5	CCTP dully initialled and dated on each page, signed on the last page			
	TOTAL f			
	g. Planning of execution of works	/5	/5	/5
g1	Coherent planning with respect to tasks	EVALUATION (Yes or No)		
g2	Manpower deployment plan			
g3	Material deployment plan			
g4	Organisational chart of the enterprise			
	TOTAL g	/4	/4	/4

	I. Pre-financing			
h1	Attestation of credibility shall be at least 55% of the bid price	EVALUATION (Yes or No)		
	TOTAL			
	GRAND TOTAL	/1	/1	/1
		/38	/38	/38
NB: The minimal technical acceptable mark is 75% of the technical mark, i.e. All bids having less than 75/100 of the technical marks shall be eliminated.				
Resolution:				

IV	FINANCIAL ANALYSIS	EVALUATION		
		A	B	C
1	Bidder's Financial Offer			
2	Unit Price Schedule			
3	Bill of Quantities and Cost Estimate			
4	Sub Detail of prices			
NB) The non-existence or Laxity noticed at the study of prices and Arithmetic errors shall be corrected by the Technical Sub Committee with respect to the invitation to Tender				
FINAL RESOLUTION OF THE EVALUATION COMMISSION (use the corrected offer)				

17.2: Evaluation of Financial Offer:

Careful study shall be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary, without any complaints from the bidder. Any laxity noticed at the study of prices shall lead to the disqualification of the bid.

17.3: CHOICE OF CONTRACTOR (CRITERIA OF AWARDING CONTRACT):

According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder, careful study must be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount.

ARTICLE 18: PROCEDURE OF AWARD OF CONTRACT

The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public Contracts.

18.1 The winner shall be notified through his/her official address or public media. He shall in five (05) days fulfil the formalities related to the awards, especially to submit seven (07) copies of the proposed contract that he/she has completed and signed, to the office of the Delegated Contracting Authority for final signature.

18.2 In the case where the enterprise does not fulfil these conditions, his/her choice shall simply be annulled without further notice and the next contender shall be called in for replacement.

Once the Delegated Contracting Authority has signed the contract, the contractor shall be notified with immediate effect. He has three (03) days to contact the Authorising Officer for the beginning of execution of works following notification of the Service Order to start work by the Project Manager. Failure to respect the date line shall call for withdrawal and eventual cancellation of contract.

18.3 The present contract can be cancelled outright in the cases provided for by Decree 2018-366 of 20 June 2018 in the Public Contracts Code.

SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

Table of contents

Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and Civil or Rural responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

Chapter V: Miscellaneous provisions

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Major Impediment (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 and last: Entry into force of the contract

THE SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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 80 Sheds (4 blocks of 20 sheds), in Nkambe main market, Nkambe Council, Donga Mantung Division of the North West Region.

Article 2: Contract award procedure.

This contract shall be awarded by, an Open National Invitation to Tender through the Emergency Procedure.

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

3.1 General definitions (cf. Code)

- The Contracting Authority shall be: The Mayor of NKAMBE 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 NKAMBE 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 NKAMBE 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 DONGA MANTUNG hereinafter referred to as the Engineer.
- The project manager shall be the CDO NKAMBE COUNCIL

3.2 Security

This contract may be used as 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 NKAMBE 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 NKAMBE Council.

Article 4: Language, applicable law and regulation

1.1 The language to be used shall be *English 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) here under;
- 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 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

1. The Mining Code ;
2. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
3. Instruments governing the various professional bodies;
4. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code;
7. Decree No. 2012/074 of 8 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 8 March 2012 to organise the Ministry in charge of Public Contracts;
9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
10. Circular No 00000026/c/minfi of 29th Dec 2023 on the instructions relating to the implementation of the finance law, the monitorin and the control of the implementation of the budget of the state and other public entities for the 2024 financial year.
11. Unified Technical Documents (DTU) for building works;
12. Applicable standards;
13. Other instruments specific to the domain concerned with the contract.

Article 7 : Communication (Articles 6 and 10 supplemented)

- 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 NKAMBE council, chief town of the DIVISION in which the work IS done;
 - b) In the case where the Project Owner is the addressee:
Sir/Madam..... (THE MAYOR OF NKAMBE COUNCIL) 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 (THE MAYOR OF NKAMBE COUNCIL) 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.

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 Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of Major Impediment shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy defects which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Project Owner upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer, with copies to the Contracting Authority.
- 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 *The contract has several phases*
At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *[to be specified]*.

Article 10: Contractor's equipment and personnel (Article 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 **Seven (7) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the 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 Project Owner upon request by the contractor.

11.3 Guarantee of start-off advance

11.3.1 Request for the start-off advance

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

11.3.2 Refund of the start-off advance

The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 80% of the value of the contract. Whatever the case, refund must be over one month to the end of the duration of the contract.

11.3.3 Release of bond

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

Article 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 No. _____ opened in the name of the contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm and non revisable.

- 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 (where applicable)

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

The prices of this contract shall be firm and non-reviewable

[Comply with Circular No. 003/CAB/PM of 31 January 2011]

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

The prices of this contract shall be firm and non-reviewable

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

17.1 The percentage of works under State supervision shall be 2 % of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor was 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 10% 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)

This contract is at unit price and lump sum

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)
19.1 NOT APPLICABLE

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 shall grant a start-off advance of 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 Manager 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 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 ($1/2000^{\text{th}}$) 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 ($1/1000^{\text{th}}$) 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 delays 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 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract. The draft shall be forwarded to the Project Manager, after the date of provisional acceptance for examination.

25.2 The Project Manager has a deadline of two weeks to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has a maximum of one month to return the signed final detailed account.

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

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

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

The signing of the general and final detailed account without reservation by the 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 a maximum of one month to return the *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;
 - i) Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
 - ii) Council dues and taxes ;
 - iii) 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 project consists of the construction of 80 sheds (4 blocks of 20 sheds each), in NKAMBE Council, DONGA MANTUNG Division of the North West Region.

Article 30: Role 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: *eight (08) months*.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [*or that fixed in this Administrative Order- to be specified*].

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

The detailed and general plan of progress of the works shall be communicated to the Project Manager in four (04) copies at the beginning of each week.

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 Project Manager*.

The Project Owner shall make available the site and access ways to the contractor at the

Article 34: Insurance of structures and Civil or Rural liabilities (article 45 of GAC)

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

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

Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)
35.1 Programme of works, Quality Assurance Plan and others (to be specified).

a) Within a minimum deadline of thirty (30) days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract Manager after the endorsement of the Project Manager and the Contract Engineer] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

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

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

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

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 Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most 30 days prior to the date provided for the commencement of execution of the corresponding part of the structure.

- b) The [Contract Manager or Project Manager] has a deadline of [fifteen (15) days] to examine and make known his observations. The contractor then has a deadline of [eight days] to present a new file including the said observations.

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

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

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

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 15 days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project. Before the commencement of work, the authorizing officer shall convene an enlarged site meeting with the following in attendance:

1. The Mayor of NKAMBE COUNCIL. (Project Owner).....Chairman
2. The General Manager of FEICOM or his representative;.....Member;
3. The Service Head for Follow up of Projects and Investments of FEICOM NORTH-WEST Agency, member;
4. The DIVISIONAL Delegate of MINMAP;Observer
5. The DD/MINTP/DONGA MANTUNG DIVISION (Contract Engineer)Secretary
6. The Project ManagerMember
7. The Contractor or his representative..... member
8. Control Brigade MINMAP Donga Mantung.....Observer
9. Stores Accountant at Nkambe Council..... Member
10. Any other person deemed necessary by the authorizing officer

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 07 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)

The use of explosives shall only be accepted with authorisation from the Ministry concerned.

Chapter IV: Acceptance

Article 42: Provisional acceptance (article 67 of the GAC)

Prior to the provisional acceptance, the contractor shall request in writing from the Project Manager, the organization of a technical visit required before acceptance.

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

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

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

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

42.1 Tests included in the operations prior to acceptance shall include the geotechnical studies of the soil for the foundation of the building

42.2 Possible ascertainment of the folding up of the site installations and the restitution of the site as was [insert and modify if applicable];

42.3 The Acceptance Commission shall comprise the following members indicatively:

- The Mayor of NKAMBE COUNCIL. (Project Owner). Chairman
- The General Manager of FEICOM or his representative;.....Member;
- The Service Head for Follow up of Projects and Investments of FEICOM NORTH-WEST Agency, member;
- The DIVISIONAL Delegate of MINMAP;Observer
- The DD/MINTP/DONGA MANTUNG DIVISION (Contract Engineer)Secretary
- The Project ManagerMember
- The Contractor or his representative..... member
- Control Brigade MINMAP Donga Mantung.....Observer
- The Stores Accountant Nkambe Council.....Member

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

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

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed to provisional acceptance of the works if there is need.

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

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

42.4 There is no provision for partial acceptance.

42.5 The guarantee period commences from the date of provisional acceptance of the said project.

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

43.1 At the completion of the works and within 30 days after the provisional reception, the contractor shall provide all working documents including proof of origin of material used and the network plan with all associated geographical coordinates.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with 43.1 above.

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

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

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

- 45.1 Final acceptance shall take place within a maximum deadline of *fifteen (15) days* from the date of expiry of the guarantee.
- 45.2 The Project Manager shall be member of the commission.
- 45.3 The procedure for final acceptance shall be the same as for provisional acceptance.

Chapter V: Sundry provisions

Article 46: Termination of the contract (article 182 of the GAC)

The contract may be terminated as provided for in Decree No. 2018/366 of 20/06/2018, instituting the Public Contracts Code.

- *Delay of more than fifteen (15) calendar days in the execution of an Administrative 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 Major Impediment (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;*
- *War in the area of execution of the job;*
- *Flood: decennial flood frequency.*

Article 48: Disagreements and disputes (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: *[to be filled, where need be]*.

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.

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.