

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH-WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

REGIONAL TENDERS BOARD



REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

REGION DU NORD OUEST

SERVICE DU GOUVERNEUR

SECRETARIAT GENERAL

COMMISSION REGIONAL DE
PASSATION DES MARCHES PUBLICS

DELEGATED CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

PROJECT OWNER: THE REGIONAL DELEGATE MINEPAT NORTH WEST

TENDER'S BOARD: REGIONAL TENDERS BOARD

**OPEN NATIONAL INVITATION TO TENDER
N° 002 /ONIT/NWRTB/GOV-NWR /2024 OF 02/01/2025
FOR REHABILITATION OF THE INTERGRATED HEALTH CENTRE ESU,
MENCHUM DIVISION OF THE NORTH WEST REGION
BY EMERGENCY PROCEDURE**

Funding : BIP MINEPAT FINANCIAL YEAR 2024/2025

IMPUTATION: 9419505110000523316

CONTENT OF THE TENDER DOCUMENT (TD)

- Doc 1 : Tender Notice (TN) (English and French version)
- Doc 2 : General Rules of the Tender Document (GRTD)
- Doc 3 : Specific Rules of the Tender Document (SRTD)
- Doc 4 : The special Administrative Clause document (CCAP)
- Doc 5 : The Technical Specifications document (CPT)
- Doc 6 : Schedule of Unit Prices (BPU)
- Doc 7 : Schedule of the Bill of Quantities and Cost Estimates (DQE)
- Doc 8 : Frame Work of breakdown of Prices

Document No. 9: Draft Contract

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

10.1 Model of tender letter;

10.2 Model of Bid Bond (Temporary Bank guarantee for tender);

10.3 Model of final bid bond (final bank guarantee);

10.4 Model of bank guarantee for the restitution of start-up advance;

10.5 Model of The Attestation of site visit;

10.6 Model of Information on the proposed key personnel to be deployed;

10.7 Recapitulative Model form for the company references;

10.8 Model form for power of attorney (in case of joint ventures);

10.9 Model form of agreement for joint-venture;

Document No. 11: Noting sheet for the Technical Bid;

Document No. 12: List of banking establishments and financial bodies authorized to issue bonds for public contracts.

Document No. 1: Tender Notice

Document 1.a

ENGLISH VERSION

REPUBLIC OF CAMEROON
Peace – Work – Fatherland

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TENDER FILE

OPEN NATIONAL INVITATION TO TENDER
N° 002 /ONIT/NWRTB/GOV-NWR / 2024 OF 02/01/2025
FOR REHABILITATION OF THE INTERGRATED HEALTH CENTRE ESU,
MENCHUM DIVISION OF THE NORTH WEST REGION
BY EMERGENCY PROCEDURE

FUNDING: PIB MINEPAT 2024/2025
IMPUTATION: 9419505110000523316

The **Governor of the North-West Region**; DELEGATED CONTRACTING AUTHORITY, initiates on the behalf of the Republic of Cameroon, an Open National Invitation to tender for the realization of the operation mentioned above:

1. Purpose of the Tender File :

The purpose for this tender is the execution of works for the **REHABILITATION OF THE INTERGRATED HEALTH CENTRE ESU, MENCHUM DIVISION OF THE NORTH WEST REGION**

ALLOTMENT:

The works subject to this invitation to tender are presented in ONE lot, following the itinerary described below:

LOT	Description	Locality	Previewed Budget in fcfa (TTC)	Duration (months)
1	Rehabilitation of Integrated Health Centre Esu, Menchum Division, North West Region	Esu	50 000 000	03

2. **Description of Works :**

These works comprise of the following descriptions:

LOT 100: PRIMARY WORKS
LOT 200 EARTH WORKS
LOT 300-FOUNDATION
LOT 400 – WALLS MASONARY
LOT – 500 - CEILING
LOT 600 – METAL WORK AND JOINERY
LOT -700 -ELECTRICITY
LOT 800- PAINTING/FINISHING
LOT 900- DRAINAGE

3. **PARTICIPATION AND ORIGIN OF BIDDERS:**

Participation in this invitation to tender is open to all registered and qualified companies based in the Republic of Cameroon.

4. **FUNDING :**

The Works on this tender are funded by **MINEPAT PIB for 2024/2025**. The previewed cost of the entire works of this Open National Invitation to tender is: **50,000,000** (Fifty million)FCFA all taxes included.

5. **PERIOD OF EXECUTION :**

The entire period of execution of these Works is three (03) calendar months. This duration starts as of the date of notification of the service order to start Works.

6. **ADMINISTRATION CHARGED WITH THE SIGNING OF THE CONTRACT**

After the examination of the tender documents of the various bidders, and the choice of the successful bidder by the Delegated Contracting Authority, the contract will be signed between the latter and the delegated contracting authority who is the **Governor of the North West Region**.

7. **BID BOND (TENDER GUARANTEE) :**

The bids should be accompanied by a bid bond (Bank Tender Guarantee), established as per the indicated Model in this tender file, by a financial institution accredited by the Ministry of Finance, and of an Amount equal to: **One Million (1.000,000) FCFA**

To avoid being rejected, the original copy of the bid bond (Bank tender guarantee) should be produce dating less than 3 (three) months.

The bid bond shall automatically be liberated highest 30 (thirty) days upon expiration of the validity of the bids for the unsuccessful bidders. In case where the bidder is awarded the contract, the bid bond is liberated after the production of the final bond.

8. **CONSULTATION OF TENDER FILE :**

The file may be consulted during working hours at the Governor's Office, Contract Award Service, as soon as this notice is published. Room 108, Tel: 233361941/ 652582344.

9. **ACQUISITION OF THE TENDER FILE :**

The tender file can be obtained at the secretariat of the office of the Delegated Contracting Authority, precisely in the office of the Governor of the North West Region situated at up station, upon presentation of a payment receipt from the public treasury, which is a non-refundable purchase fee for the tender file. The amount for the bid acquisition stands at **65 000 (Sixty-Five thousand) Francs CFA**. Room 108, Tel: 233361941/ 652582344.

This receipt should be able to identify the buyer as the representative of the bidder, wishing to participate in the consultation.

10. **PRESENTATION OF THE BIDS**

The bid documents will be presented in three envelopes as illustrated below:

The Envelope A containing Administrative documents (volume 1); The Envelope B containing Technical documents (Volume 2); The Envelope C containing financial documents (Volume 3).

All constituted documents (Envelopes A, B and C), will be put in a big sealed envelope bearing only the title of the Open National Invitation to tender.

The various documents in each bid will be numbered in the order of the tender file and with separators of different colors other than white.

11. **SUBMISSION OF BIDS :**

Each bid, prepared in English or in French in **(07) seven copies**, that is **(01) one original and (06) six copies** noted as such, shall be forwarded to the delegated contracting authority, notably to the Governor of the North West Region situated at up station, latest the : 23/01/2025 at 11:00.am local time bearing.

OPEN NATIONAL INVITATION TO TENDER
N° 002 /ONIT/NWRTB/GOV-NWR /2024 OF 02/01/2025
REHABILITATION OF THE INTERGRATED HEALTH CENTRE ESU,
MENCHUM DIVISION OF THE NORTH WEST REGION
BY EMERGENCY PROCEDURE

“To be opened only during bid opening session”

12. **ACCEPTABILITY OF BIDS :**

Bids that will be submitted after the date and time mentioned above or those that will not respect the separation model indicated in the different documents in each bid shall not be accepted.

To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender.

These Administrative documents have a validity period of (03) month. This validity period has to begin after the date of the launching of the tender.

13. **OPENING OF BIDS :**

The opening of bids shall take place on the 23/01/2025 at **12:00 noon local time**, in the conference hall of the Regional Tender's Board in the Office of the Governor of the North West Region, by its competent members.

The opening of bids will be done at once and in three stages:

- Stage 1: Opening of envelope A containing Administrative document (volume 1),
- Stage 2: Opening of envelope B containing Technical document (volume 2)
- Stage 3: Opening of envelope C containing financial document (volume 3).

All the bidders can take part in this opening session or can be represented by one person fully mandated who has a perfect mastery of the tender file.

14. MAIN CRITERIA OF EVALUATION OF THE BIDS :

14-1- : ELIMINATORY CRITERIA :

1. Absence of **BID BOND**;
2. Non respect of 48 hours given for the absence or non-conformity of an element in the administrative file
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Non-compliance with model bid and amount
6. Incomplete technical and/or financial file;
7. Absence of a quantified unit price;
8. Modification of quantity
9. Non-respect of **75%** of essential criteria;
10. Name of company suspended by MINMAP
11. Financial situation below two third of the estimated cost

14-2-: ESSENTIAL CRITERIA

The evaluation of the technical offers would be based on the criteria outlined below. It shall be done in the following manner positive (YES) or negative (NO) with an acceptable minimum of **75%** of the essential criteria taken into account:

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

15. Duration of validity of bids :

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

16. Award of contract :

The contract will be awarded to the lowest bidder, fulfilling the required administrative, technical, and financial criteria.

17. Additional information

Complementary technical information may be obtained during working hours from the Governor's Office for the North West Region in Bamenda. Room 108, Tel: 233361941/ 652582344.

Done at Bamenda on 02 JAN 2025

**The Governor of the North West Region
(Delegated Contracting Authority)**

Copies

- RD MINEPAT NW
- MINMAP NW
- ARMP BAMENDA
- CHAIRPERSON NWRTB
- NOTICE BOARD
- FILE/CHRONO



**FOR THE GOVERNOR
AND BY DELEGATION
THE SECRETARY GENERAL**

Saidouna Ali
Administrateur Civil Principal

Document 1.b

FRENCH VERSION

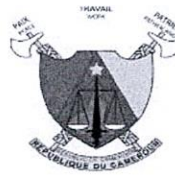
REPUBLIC OF CAMEROON
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NORTH-WEST REGION

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REPUBLIQUE DU CAMEROUN
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PASSATION DES MARCHES PUBLICS

AVIS D'APPEL D'OFFRE

AVIS D'APPEL D'OFFRE NATIONAL OUVERTE

N° 002 / AONO/GOV-NO/CPMNO/2024 DU 02/01/2025

POUR L'EXECUTION DES TRAVAUX DE RÉHABILITATION DU CENTRE
MÉDICALE D'ESU, DEPARTEMENT DE LA MENCHUM, REGION DU NORD
OUEST

PAR PROCEDURE D'URGENCE

1. Objet de l'Appel d'Offres

Le Gouverneur de la région du nord-ouest, Autorité Contractante, Délégué lance pour le compte de la république du Cameroun, un Appel d'Offres National Ouvert pour la réalisation de l'opération sus-indiquée.

L'Appel d'Offre porte sur **L'EXECUTION DES TRAVAUX DE RÉHABILITATION DU CENTRE MÉDICALE DE ESU, DEPARTEMENT DE LA MENCHUM, REGION DU NORD OUEST**

Allotissement :

Les travaux sont repartis en UN SEUL LOT suivant les itinéraires ci - après :

Nom du Projet	Montant du Projet	Montant du cautionnement	Coût du dossier DAO	Délai d'exécution
RÉHABILITATION DU CENTRE MÉDICALE DE ESU, DEPARTEMENT DE LA MENCHUM, REGION DU NORD OUEST	50 000 000F CFA	1,000,000F CFA	65 000F CFA	03mois

2-Consistance des travaux :

Ces travaux comprennent les opérations suivantes :

LOT 100: PRIMARY WORKS
LOT 200 EATH WORKS
LOT 300-FOUNDATION
LOT 400 - WALLSMASONARY
LOT – 500 - CEILING
LOT 600 – METAL WORK AND JOINERY
LOT -700 -ELECTRICITY
LOT 800- PAINTING/FINISHING
LOT 900- DRAINAGE

3. Participation et origine :

La participation est ouverte à égalité de conditions à toutes les petites et moyennes entreprises de droit camerounais.

4. Financement :

Les travaux objet du présent Appel d'Offres sont financés par **le Budget d'investissement Publics 2024/2025**. Le coût prévisionnel de l'ensemble des travaux prévus dans le présent Appel d'Offres National Ouvert est de : **Cinquante million (50,000,000)FCFA** Toutes Taxes Comprises.

5. Délai d'exécution :

Le délai global d'exécution des travaux est **de trois mois (03)** jours calendaires. Ce délai court à compter de la date de notification de l'ordre de service de commencer les travaux.

6. Administration au nom de laquelle sera conclu le marché :

A l'issue de l'examen des offres des soumissionnaires et du choix des attributaires par le Maître d'Ouvrage délégué, le marché sera conclu entre celui-ci et le Maître d'Ouvrage Délégué qui est le Gouverneur de la Région du nord-ouest.

7. Cautionnement provisoire (garantie de soumission) :

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 de premier rang, agréé par le Ministre en charge des Finances et d'un montant égal à : **Un million (1,000,000) FCFA**

Sous peine de rejet, le cautionnement provisoire devra impérativement être produit en original datant de moins de trois (03) mois.

Le cautionnement provisoire sera libéré d'office au plus tard 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 adjudicataire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

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

Le Dossier d'Appel d'Offres peut être consulté auprès des Services du Maître d'Ouvrage délégué aux heures ouvrables dans les services de Monsieur le Gouverneur de la Région du nord-ouest., situé à up-station, dès publication du présent avis. Porte 108, Tél : 233361941/ 652582344.

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

Le Dossier d'Appel d'Offres peut être obtenu dans les services DE L'AUTORITE CONTRATCTANTE DELEGUE, notamment au Services de Gouverneur Nord-Ouest, situé à **up-station**, sur présentation d'une quittance de versement au Trésor Public et d'une somme non remboursable au titre des frais d'achat du dossier **soixante Cinq Mille(65 000 FCFA)** Francs CFA.

Cette quittance devra identifier l'acquéreur comme représentant le prestataire désireux de participer à la consultation. Porte 108, Tél : 233361941/ 652582344.

10. Présentation des offres :

Les documents constituant l'offre seront répartis en trois volumes ci-après, placés sous simple enveloppe dont :

L'enveloppe A contenant les Pièces administratives (volume 1) ;

L'enveloppe B contenant l'Offre technique (Volume 2) ;

L'enveloppe C contenant l'Offre financière (Volume 3).

Toutes les pièces constitutives des offres (Enveloppes A, B et C), seront placées dans une grande enveloppe extérieure scellée portant uniquement la mention de l'Appel d'Offres en cause.

Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de couleur identique autre que la blanche.

11. Remise des offres :

Chaque offre rédigée en français ou en anglais en **sept (07) exemplaires dont un (01) original et six (06) copies** marquées comme telles, devra parvenir contre récépissé à la Gouverneur, Service de Passation des Marchés Public Tél 233361941/ 652582344 au plus tard le 23/01/2025 à 11h00 locale et devra porter la mention suivante

AVIS D'APPEL D'OFFRE NATIONAL OUVERTE
N° 002 / AONO/GOV-NO/CPMNO/2024 DU 02/01/2025
POUR L'EXECUTION DES TRAVAUX DE RÉHABILITATION DU CENTRE
MÉDICALE DE ESU, DEPARTEMENT DE LA MENCHUM, REGION DU NORD
OUEST
PAR PROCEDURE D'URGENCE

<<A n'ouvrir qu'en séance de dépouillement >>.

FUNDING: PIB MINEPAT 2024/2025

IMP: 94 195 05 110000 523316

12. Recevabilité des offres :

Les offres parvenues après la date et l'heure de dépôt des offres ou celles ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

Sous peine de rejet, les pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Ces pièces administratives ont une durée de validité de trois (03) mois, cette date limite de validité des pièces administratives doit être postérieure à la date de lancement de l'Appel d'Offres.

13. Ouverture des plis :

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu le 23/01/2025 à 12 heures locale, dans la salle de conférence de du service du Gouverneur, par la Commission de Passation de Marchés siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

L'ouverture des plis se fera en un temps et en trois étapes :

- 1^{er} étape: Ouverture de l'enveloppe A contenant les pièces administratives (volume 1) -
- 2^{eme} étape: Ouverture de l'enveloppe B contenant les offres techniques (volume 2) - 3^{ème} étape: Ouverture de l'enveloppe C contenant les offres financières (volume 3).

Tous les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne dûment mandatée de leur choix ayant une parfaite connaissance du dossier.

14. Principaux critères d'évaluation des offres :

14-1- : Critères éliminatoires :

Il s'agit notamment:

- 1- Absence d'une caution de soumission;
- 2- Non-respect de 48hrs pour l'absence ou non-conformité d'un dossier administratif
- 3- Fausses déclarations ou pièces falsifiées;
- 4- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- 5- Non-conformité du montant et du model de soumission
- 6- Offres financière incomplète;
- 7- Absence d'un prix unitaire quantifié ;
- 8- Modification des quantités;
- 9- Le non-respect de **75%** des critères essentiels ;
- 10- Entreprise suspendue par le MINMAP en 2023;
- 11- Situation financière inferieur au deux tiers du cout prévisionnel.

14-2-CRITERES ESSENTIELS

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

- 1- Présentation générale de l'offre ;
- 2- Références de l'entreprise dans les réalisations similaires ;
- 3- Qualité du personnel ;
- 4- Organisation technique des travaux ;
- 5- Sécurité au chantier ;
- 6- Moyens logistiques ;
- 7- Attestation et rapport de visite du site signé par l'entrepreneur ;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque pageune signature dans la dernière page ;
- 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et une signature dans la dernière page.

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

15. Durée de validité des offres :

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

16. Attribution du marché :

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-disante et techniquement qualifiée, conformément à l'article 99 du Code des Marches Publics

17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès du
Gouverneur du Nord-Ouest, Porte 108, Tél : 233361941/ 652582344.

Fait à BAMENDA, le

02 JAN 2025

**Le Gouverneur de la Région du nord-ouest.
(Autorité Contractante Déléguée)**

Copies

- DR MINEPAT NW
- DR MINMAP NW
- ARMP BAMENDA
- PRESIDENT CPMNO
- AFFICHARGE
- CHRONO/ARCHIVE



**FOR THE GOVERNOR
AND BY DELEGATION
THE SECRETARY GENERAL**

Saidouna
Administrateur Civil Principal.

Document No. 2:
General Regulations of the Invitation
to Tender

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General Regulations of the invitation to tender

A. General

Article 1: Scope of offer

The Governor of the North West Region, Delegated Contracting Authority, launches on behalf of the Republic of Cameroon, an open national invitation to tender for **REHABILITATION OF THE INTEGRATED HEALTH CENTRE ESU, MENCHUM DIVISION OF THE NORTH WEST REGION BY EMERGENCY PROCEDURE**

FUNDING: 2024/2025 PIB MINEPAT

1.1. The bidders retained, must complete the works within the required period as indicated in the specific rules of the tender document (SRTD), except there is a contrary stipulation in the special administrative document that starts from the date of notification of the service order to start works or of that indicated in the service order.

1.2. The word « Day » in this tender document signifies a calendar day.

Article 2: Financing

The sources of funding of works in this tender document have been indicated in the (SRTD).

Article 3: Fraud and corruption

3.1. The Delegated Contracting Authority requires of bidders and their contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle, the Delegated 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 advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii. Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii. "collusive practices" mean any form of agreement between two or among several bidders (whether the Delegated 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. "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;

- v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

b) The Delegated Contracting Authority shall reject any award proposal if it 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 in the award of this contract.

3.2. The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non-authentic documents in his offer, without prejudice to legal action that may be taken against him.

Article 4: Candidates allowed competing

4.1. If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

4.2. Generally, the invitation to tender is addressed to all contractors, subject to the following provisions:

- (a) a bidder (including all members of a group of enterprises and all subcontractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

A bidder shall be judged to be in a situation of conflict of interest if he:

- i) is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- ii) Presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- iii) The project owner is not a shareholder of any bidder so as to compromise the process of award of the contract.

- (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 or indirect supervisory authority of the Delegated contracting authority.

Article 5: WORKS and ancillary services meeting the criteria of origin

5.1. All WORKS and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2. Within the meaning of the clause 5.1, the term "WORKS" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.

5.3. The term "originate" shall qualify the country where the WORKS are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the abstention of a commercial article whose basic characteristics are substantially different from those of its components.

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 bid bound by the offer; and
- (b) furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for prequalification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

- (i) The production of certified balance sheets and recent turnover;
- (ii) access to a credit line or availability of other financial resources;
- (iii) orders acquired and contracts awarded;
- (iv) pending litigations; and
- (v) Availability of indispensable equipment.

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

- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;
- 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 shall represent all the undertakings vis à vis the Delegated Contracting Authority in the execution of the contract.
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

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

6.4. Bidders seeking to benefit from a margin of preference must furnish all the information required to prove that they meet the eligibility criteria described in article 35 of the General Regulations.

Article 7: Visit of the work site

7.1. The bidder is advised to visit and inspect the site of works and its surroundings and to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the work execution. The costs related to the visit of the site are the responsibility of the Bidder.

7.2. the Delegated Contracting Authority is obliged to authorize the Bidder who so requests and his employees or agents to enter his premises and grounds for the purpose of the said visit, but only on the express condition that the Bidder, its employees and agents release the Owner, his employees and agents from any liability that may result and compensate them if necessary, and that he remains responsible for fatal or personal accidents, loss or damage to property, costs and expenses incurred as a result of this visit.

7.3. The Delegated Contracting Authority may organize a visit to the site of works at the time of the preparatory meeting for the preparation of the bids mentioned in article 19 of the GRIT.

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 by contractors and specifies the terms of the contract. Besides the addenda published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The tender notice in English and French signed by the Delegated Contracting Authority
Document No. 2	The General Regulations of the invitation to tender which has model clauses that are not to be modified;
Document No. 3	The Special Regulations of the invitation to tender containing provisions of documents No. 2 which should be completed or specified within the context of the invitation to tender concerned
Document No. 4	The Special Administrative Conditions which deal with the execution of the contract and the related payments;
Document No. 5	The technical specification
Document No. 6	The framework of Unit Price Schedule;
Document No. 7	The framework of bill of Quantities and cost estimates
Document No. 8	Framework of breakdown of unit price;
Document No. 9	Draft contract; a. The planning of execution b. Model form for presentation of equipment's, personnel, and references ; c. Model of tender letter; d. Model of tender bond; e. Model of final bond; f. Model of start up advance; g. Model of retention guarantee bond
Document No. 10	Models to be used by bidders;
Document No. 11	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

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 a bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his bid.

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 (telecopy or e-mail) at the Delegated Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Delegated Contracting Authority shall reply in writing to any request for clarification received at least fourteen (15) days for national invitations to tender and twenty-one (21) days for international invitations prior to the deadline for the submission of the 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 the Tender File.

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

9.3. The complaint must be addressed to the 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 not later than fourteen (15) days before the opening of bids.

9.4. The 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 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 each 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 bids, the Delegated Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 23.3 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 11: Tender fees

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 Information on qualifications

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

15.4. If the price revision and / or discounting clauses are provided for in the contract, the date of establishment of the initial prices, as well as the procedures for revising and / or updating said prices must be specified. It being understood that any Contract whose execution period is not more than one (1) year cannot be subject to a price revision.

15.5. All unit prices with quantities must be justified by sub-details established in accordance with the framework proposed in Exhibit THE TENDER FILE.

Article 16: Currency of bid

16.1. In the case of International Competitive Bids, the currencies of the bid must follow the provisions of either Option A or Option B below; the applicable option being that used in the Special Regulations.

16.2. Option A: The bid amount is denominated entirely in national currency. The bid price, the unit price of the price schedule and the estimated and quantitative retail prices are denominated entirely in CFA francs as follows:

a). Prices will be fully denominated in the national currency. The tenderer who intends to incur expenses in other currencies for carrying out the Works, shall indicate in the Annex to the tender the percentage or percentages of the amount of the tender necessary to cover the needs in foreign currencies, not exceeding a maximum of three currencies. member countries of the market financing institution.

b). The exchange rates used by the Bidder to convert its bid into the national currency will be specified by the bidder as an appendix to the bid in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange risk is borne by the successful Bidder.

16.3. Option B: The bid amount is directly denominated in national and foreign currencies at the rates set out in the Special Regulations.

The bidder will quote the unit prices of the price schedule and the prices of the Quantitative and Estimated Detail as follows:

a). The prices of the inputs required for the Works that the Bidder intends to obtain in the country of the delegated contracting authority shall be expressed in the currency of the country of the delegated contracting authority specified in the Special Regulations and called "national currency".

b). The prices of the inputs required for the Works that the bidder intends to procure outside the country of the Delegated contracting authority shall be in the currency of the country of the bidders or that of an eligible Member State widely used in international trade.

16.4. The Delegated Contracting Authority may require bidders to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total prices, and indicated in the annex to the tender, are reasonable; for this

purpose, a detailed statement of its requirements in foreign currencies will be provided by the bidders.

16.5. During the execution of the works, most foreign currencies remaining to be paid on the contract price may be reviewed by agreement between the Delegated Contracting Authority and the contractor to take account of any changes in requirements. in foreign currency under the contract.

Article 17: Validity of bids

17.1. Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Delegated Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Delegated Contracting Authority or contracting authority as not being in conformity.

17.2. Under exceptional circumstances, the Delegated Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond.

A bidder who consents to an extension shall not be asked to modify his bid nor be authorized to do so.

17.3. 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 related formula featuring in the request for extension that the Delegated Contracting Authority shall address to bidders.

The Delegated Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services 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 18: Bid bond

18.1. 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 shall become a full part of his offer.

18.2. The bid bond must conform to the model presented in the Tender File; other models may be authorized 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 bids or any other validity time-limit requested by the Delegated contracting authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.

18.3. Any bid without an acceptable bid bond shall be rejected by the Delegated Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should mention each member of the associated grouping.

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

18.5. 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.

18.6. The bid bond may be seized:

a) if the bidder:

- i) withdraws his bid during the time-limit which he specified in his bid;
- ii) does not accept the correction of errors in application of article 30(5) of the General Regulations; or

b) if the bidder retained:

- i) defaults in his obligation to sign the contract in application of article 52 of the General Regulations; or
- ii) defaults in his obligation to furnish the final bond in application of article 53 of the General Regulations.

Article 19: Variant proposals from bidders

19.1. Where the work can be performed in variable turnaround times, the special Regulations will specify these times, and indicate the method used to assess the Bidder's proposed completion time within the specified time frame. Bids offering deadlines beyond those specified will be considered non-compliant.

19.2. Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first encrypt the basic solution of the Delegated Contracting Authority as described in the Tender Documents, and provide in addition, all the information that the developer needs to complete the evaluation of the proposed variant, including plans, calculation notes, technical specifications, price subdetails and proposed construction methods, and all other useful details. The developer will only examine the technical variants, if any, of the bidders whose bid in accordance with the basic solution has been evaluated as the lowest bidder.

19.3. When bidders are permitted, subject to the special Regulations, to submit technical variants directly for certain parts of the work, these parts of the work must be described in the Technical Specifications. Such variants will be evaluated according to their merit in accordance with the provisions of Article 32.2 (g) of the general Regulations.

Article 20: Preparatory meeting for the preparation of bids

20.1. Unless the special Regulations provides otherwise, the Bidder may be invited to attend a preparatory meeting to be held at the place and date indicated in the special Regulations.

20.2. The purpose of the preparatory meeting will be to provide clarification and answers to any questions that may be raised at this stage.

20.3. The Bidder is requested, as far as possible, to submit any questions in writing so that it reaches the project owner at least one week before the preparatory meeting. The project owner may not be able to answer questions received too late during the meeting. In this case, questions and answers will be sent according to the terms of Article 19.5 below.

20.4. The minutes of the meeting, including the text of the questions asked and answers given, including responses prepared after the meeting, will be sent without delay to all those who have purchased the Tender Documents. Any modification of the tender documents listed in Article 8 of the General Agreement that may be necessary at the end of the preparatory meeting will be made by the Delegated contracting authority by issuing an addendum in accordance with the provisions of Article 10 of the general Regulations, the minutes of the preparatory meeting cannot take place.

20.5. The fact that a bidder does not attend the pre-bid meeting will not be grounds for disqualification.

Article 21: Form and signature of the bid

21.1. The bidder shall prepare an original of the constituent documents described in article 12 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.

21.2. The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must 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 bid.

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

D. Submission of bids

Article 22: Sealing and marking of bids

22.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "**ORIGINAL**" and "**COPY**", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.

22.2. The external and internal envelopes :

- a) should be addressed to the Delegated Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

22.3. 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 not opened.

22.4. If the external envelopes are not sealed and marked as indicated in article 21(1) and 21(2) above, the Delegated Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 23: Date and time limit for submission of bids

23.1. The bids 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 of the invitation to tender.

23.2. The Delegated Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 9 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 24: Late bids

Any bid received by the Delegated Contracting Authority beyond the deadline for the submission of bids set by the Delegated Contracting Authority in application of article 22 of the General Regulations shall be declared late and consequently rejected.

Article 25: Modification, substitution and withdrawal of bids

25.1. A bidder may modify, replace or withdraw his bid 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 bids. The said notification must be signed by an authorized representative in application of article 21(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 "**REPLACEMENTBID**" or "**MODIFICATION**".

25.2. The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.

25.3. Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.

25.4. No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 19(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 26: Opening of envelopes and petitions

26.1. The competent Tenders Board shall open the envelopes in single or two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence. A single phase opening shall be appropriate where the qualification criteria are easily applicable.

26.2. Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid 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 bid substituted for the preceding one which will be sent to the bidder concerned unopened.

The replacement of a bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed only if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to

the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated

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

26.4. Bids (and modifications received in accordance with the provisions of article 25 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.

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

26.6. 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 bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.

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

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

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

Article 27: Confidential nature of the procedure

27.1. No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

27.2. Any attempt by a bidder to influence the Tenders Board or the Evaluation subcommittee of the bids or the Delegated Contracting Authority in his award decision may cause the rejection of his bid.

27.3. Notwithstanding the provisions of article 26(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Delegated Contracting Authority for reasons having to do with his bid, he should do so in writing.

Article 28: Clarifications on the bids and contact with the Delegated contracting authority

28.1. To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, offered or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation subcommittee during the evaluation in accordance with the provisions of article 32 of the General Regulations.

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

Article 29: Conformity of bids

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

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

29.3. A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:

- a. which substantially limits the scope, quality or performance of the WORKS and ancillary services specified in the contract;
- b. 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
- c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

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

29.5. 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 bids.

Article 30: Qualification of the bidder

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

Article 31: Correction of errors

31.1. The Evaluation sub-committee shall verify the bids considered essentially in conformity with the Tender File to rectify the possible calculation errors. The subcommittee shall rectify the errors in the following manner:

a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation subcommittee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.

c) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;

31.2. The amount in the Submission will be corrected by the Subcommittee of Analysis in accordance with the aforementioned error correction procedure and, with the Bidder's confirmation, said amount will be deemed to be binding.

31.3. If the Bidder submitting the lowest evaluated bid fails to accept the corrections made, the bid will be rejected and the bid secured.

Article 32: Conversion into a single currency

32.1. To facilitate the evaluation and comparison of bids, the Evaluation subcommittee shall convert the prices expressed in various currencies into an amount in which the bid is payable in CFA francs.

32.2. The conversion shall be done using the current exchange rate set by BEAC in force at the deadline for submission of bids under the conditions set in the Special Regulations.

Article 33: Financial evaluation of bids

33.1. The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 30, 31 and 32 of the General Regulations.

33.2. For this evaluation the Evaluation sub-committee shall consider the following elements:

- a) the bid price, indicated according to the provisions of article 30.2 of the General Regulations;
- b) adjustments made on the price to correct the arithmetical errors in application of article 32(3) of the General Regulations;
- c) adjustments made on the price as a result of rebates offered in application of paragraph 31.2 of the General Conditions;
- d) By appropriately adjusting, on a technical or financial basis, any other modification, divergence or quantifiable reserve;
- e) Taking into consideration the different lead times proposed by the bidders, if they are authorized by the special Regulations;
- f) If applicable, in accordance with the provisions of Article 13.2 of the General Regulations and special Regulations, applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is issued simultaneously for several lots.
- g) Where applicable, in accordance with the provisions of section 18.3 of the special Regulations and the Technical Specifications, the proposed technical variants, if permitted, will be evaluated according to their merit and regardless of whether or not the Bidder will have bid for the award. technical solution specified by the Owner in the RPAO.

33.3. The estimated effect of the price revision formulas in the "CCAGs" and "CCAPs", applied during the period of performance of the Contract, will not be taken into account in the evaluation of the tenders.

33.4. If the lowest evaluated bid is found to be abnormally low or is significantly out of balance with the Owner's estimate of the work to be performed under the Contract, the commission may from the price sub-detail provided by the bidder for any element, or for all elements of the Quantitative and Estimated Detail, check whether these prices are compatible with the construction methods and the proposed schedule. In the event that the evidence submitted by the bidder does not seem satisfactory to him, the Employer may reject the tender after the technical opinion of the Public Contracts Regulation board.

Article 34: Margin of preference

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

F. Award of the contract

Article 35: Award of the contract

35.1 The Delegated 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 bid was evaluated as the lowest by including, where necessary, proposed rebates.

35.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.

35.3 Any award of Works contracts shall be made to the Bidder fulfilling the technical and financial capacities required as a result of the evaluation criteria and presenting the bid evaluated as the lowest bidder.

Article 36: The right by the Delegated contracting authority to declare an invitation to tender unsuccessful or cancel a procedure

The Delegated Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorization of the authority in charge of public contracts 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 37: Notification of the award of the contract

Before the expiry of the validity of the bids set in the Special Regulations, the Delegated Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Delegated Contracting Authority will pay the contractor to execute the contract and the execution time-limit.

Article 38: Publication of results of award and petitions

38.1. 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 bids.

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

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

38.4. In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, to the head of structure to which is attached the Tenders Board concerned and the chairperson of the said Tenders Board.

It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 39: Signing of the contract

39.1. After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialized Contracts Control Board, where need be) for approval.

39.2. The Delegated Contracting Authority has 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.

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

Article 40: Final Bond

40.1. Within twenty (20) days of the notification by the Delegated contracting authority, the contractor shall furnish the Project Owner with a final bond to guarantee the full execution of the services in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

40.2. The bond 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.

40.3. 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 a first rate financial institution approved in accordance with the instruments in force.

40.4. Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

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

Special regulations of the Invitation to Tender

References of the General regulations	General
1	Definition of works: Rehabilitation of integrated health centre Esu, Menchum Division, North West Region Name and address of the Delegated Contracting Authority: The Governor of the North-West Reference of Invitation to Tender: N° ____/ONIT/GOV/NWRTB/2024 OF ____/____/2024
2	Execution deadline: Ninety (90) days
3	Source of financing Works which form the subject of this Invitation to Tender shall be financed by the 2024 Public Investment Budget of MINEPAT BIP 2024 /2025
4	List of pre-qualified candidate: Not applicable
	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon or imported.

6.1 Evaluation criteria

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

C. Eliminary criteria

- Absence or non-conformity of a document in the administrative file not regularised after 48hrs from the opening time;
- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Incomplete financial file;
- Change of quantity or unit;
- Non respect of 75% of essential criteria;
- Suspended from public contracts by MINMAP in 2023;
- Financial situation below two third of the estimated cost.
-

D. Essential criteria

- General presentation of the Tender Files;
- Financial capacity;
- References of the company in similar achievements visa by the competent administrative authority;
- Quality of the personnel;
- Technical organization of the works;
- Safety measures on the site;
- Logistics;
- Attestation of site visit duly signed by the bidder and report of site visit with pictures;

- Special Technical Clauses initialed in all the pages and signed at the last page;
- Special Administrative Clauses completed and initialed in all the pages and signed at the last page.

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

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO). This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 75% of the essential criteria taken in account.

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

ARTICLE 7: Language of the bids:

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

ARTICLE 8. PRESENTATION OF THE TENDER.

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

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

8.1 External envelope.

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

<< OPEN NATIONAL INVITATION TO TENDER N° _____/ONIT/GOV/NWRTB/2024 OF ____/____/2024 FOR THE REHABILITATION OF THE INTEGRATED HEALTH CENTRE ESU, MENCHUM DIVISION, NORTH WEST REGION BY EMERGENCY PROCEDURE>>

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"

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

8.2 Internal envelopes

Three (03) internal envelopes must be sealed in an external envelope. The first internal envelope shall be labeled;

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

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	A bid bond of the amount indicated on the tender notice issued by a first-rate financial institution approved by the Ministry in charge of Finance in conformity with COBAC conditions.
A.6	Purchase receipt of Tender File issued by Public treasury
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Power of attorney if necessary
A.11	Special Technical Clauses initialed on all the pages, signed and stamped on the last page
A.12	Group Agreement where necessary
A.13	Special Administrative Clauses completed and initialed on all the pages, signed and stamped on the last page

The absence or the nonconformity of the one of these documents will result to the elimination of the offer and the absence of the bid bond during bid opening will result to the elimination of the offer

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

General presentation of bids	
- Presence of all documents	Yes/No
- Properly bound.....	Yes/No
- Table of content	Yes/No

- Separators in colour apart from white.....	Yes/No
- Order prescribed respected.....	Yes/No
- Clearness of the documents.....	Yes/No
TOTAL 1	/6
a. The company references	
References of the company in Rehabilitation works or similar works for the past 05 years:	
- 01 certified copy of similar Rehabilitation works, visa and legalized by a competent administrative authority below 50 million and more than 25 million (1 st and last pages) and PV of final reception for Rehabilitation works realized before 2024 and/or provisional reception for Rehabilitation works realized in 2024.	Yes/No
- 01 certified copy of similar Rehabilitation works, visa and legalized by a competent administrative authority below 25 million and more than 12 million (1 st and last pages) and PV of final reception for Rehabilitation works realized before 2024 and/or provisional reception for Rehabilitation works realized in 2024.	Yes/No
- 01 certified copy of similar Rehabilitation works, visa and legalized by a competent administrative authority equal or below 12 million (1 st and last pages) and PV of final reception for Rehabilitation works realized before 2024 and/or provisional reception for Rehabilitation works realized in 2024.	Yes/No
TOTAL 2	/3
b. Equipment	
- Proof of ownership or hired of a 4x4 pick-up vehicle in good operating condition ...	Yes/No
- Proof of ownership of masonry tool kit	Yes/No
- Proof of ownership of carpentry tool kit	Yes/No
- Proof of ownership of electrical tool kit	Yes/No
- Proof of ownership of painting tool kit	Yes/No
TOTAL 3	/5
c. Qualification of site personnel	
- Organizational Chart of the enterprise.....	Yes/No
- Organizational Chart of site with comments	Yes/No
Works Director: Senior Civil or Rural Engineering Technician with at least 05 yrs experience	

- Diploma of work Director certified.....	Yes/No
- CV signed and dated by works Director.....	Yes/No
- Professional experience of works Director at least three years.....	Yes/No
-Attestation of availability dully signed by the bearer	Yes/No
-Attestation of presentation of originals	Yes/No
Site foreman: Civil Engineering technician with at least 03 yrs. experience	
- Certified copy of certificate of Foreman.....	Yes/No
- CV signed and dated by site foreman.....	Yes/No
- Professional experience of site foreman at least three years	Yes/No
-Attestation of availability	Yes/No
-Attestation of presentation of originals	Yes/No
Chief technician; Civil Engineering technician with at least 03 yrs. of experience	
-Certified copy of diploma	Yes/No
-CV signed and dated	Yes/No
-Attestation of availability	Yes/No
-Attestation of presentation of originals	Yes/No
- Professional experience of chief technician at least three years	Yes/No
TOTAL 4	/17
d The methodology of intervention and execution of work	
- Site Visit report signed and dated by the bidder	Yes/No
- Detailed technical note on the organization and execution of works.....	Yes/No
- Coherence of synchronized Planning of execution of works.....	Yes/No
- Coherence of individual protection plan (IPP) within the project site.....	Yes/No
-Coherence of the General Security and Safety Plan (GSSP) within the project site.....	Yes/No
- Description of the socio - environment measures for the site protection.....	Yes/No
- Attestation of site visit signed on honour by the bidder	Yes/No
- Coherence in the planning of execution.....	Yes/No
-Plan of supply of materials.....	Yes/No
-Detailed manpower deployment plan.....	Yes/No
-Technical note drawn from site observations and recommendations.....	Yes/No

TOTAL 5	/11
e- Pre-financing	
Attestation of credibility shall be at least 85% of the bid price.....	Yes/No
TOTAL	/1
TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6	/47

ENVELOPE C- FINANCIAL FILE

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

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

Supply price

ARTICLE 8: Currency of payment

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

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

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

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at [not applicable]

The time of validity of this guarantee is [not applicable].

10.2 Final Bond

The final Bond is [not applicable].

10.3 Guarantee Retention

Guarantee Retention of ten percent **10%** [not applicable].

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for ninety (90) days as from the handover date of the offers. If at the end of this period, the Contract is not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

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

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

**<< OPEN NATIONAL INVITATION TO TENDER N° _____/ONIT/GOV/NWRTB/2024 OF
_____/_____/2024 FOR THE REHABILITATION OF THE INTEGRATED HEALTH CENTRE ESU,
MENCHUM DIVISION, NORTH WEST REGION BY EMERGENCY PROCEDURE>>
"TO BE OPENED ONLY DURING THE OPENING SESSION"**

ARTICLE 13: Date and latest time of submission of bids

The offers will have to arrive under closed fold and seal latest ____/____/2024 at **11:00am**, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:
The service of the Delegated Contracting Authority, The Governor of the North West Region. Room 108, Tel: 233361941/652582344. Beyond this time no offer will be received nor accepted.

ARTICLE 14: Opening of the tenders

The opening of bids shall be carried out in the conference room of the Governor of North West Region on ____/____/2024 as from **12: 00 noon**, by the Regional Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

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

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

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

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

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

ARTICLE 16: SITE INSTALLATION

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

- ✚ The Governor of North-West or His representative;
- ✚ The Authorizing Officer or His representative;

- ✚ Regional Delegate MINMAP North-West or His representative;
- ✚ The Contract Engineer or His representative;
- ✚ The Contract Manager;
- ✚ The stores accountant of MINEPAT North-West
- ✚ The Contractor or His representative;

Document No. 4
SPECIAL ADMINISTRATIVE CONDITIONS
(SAC)

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Chapter I: General

Article 1: Subject of Contract

The subject of this Contract shall be **the rehabilitation of the Integrated Health Center Esu, Menchum Division, North West.**

Article 2: Contract award procedure

This Contract is awarded by Open National Invitation to Tender N° ____/ONIT/GOV/NWRTB/2024 of ____/____/2024.

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

3.1. General definitions (cf. Code)

- ✓ The Delegated Contracting Authority shall be **The Governor of the North-West Region.**
- ✓ The Contract Manager shall be **The Divisional Delegate of MINEPAT for Menchum**
- ✓ The Contract Engineer shall be **The Regional Chief of Service for State Property North-West.** He shall validate the different crucial phases of work done, from the installation of the Contractor to the Reception of the works.
- ✓ **The Contractor shall be [to be specified].**

3.2. Security

This Contract may be used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be **The Regional Delegate of MINEPAT for North West (PROJECT OWNER).**
- The body or official in charge of payment shall be the **Specialized Accountant MINEPAT Yaounde.**
- The official competent to furnish information within the context of execution of this Contract shall be **The Regional Chief of Service for State Property North-West.**
- The authority in charge of clearance of expenditure shall be **The Specialized Finance Controller MINEPAT Yaounde.**

3.3 RESPONSIBILITIES OF THE CONTRACT ENGINEER

The Contract ENGINEER is responsible for having the work EXECUTED satisfactorily in accordance with the contractual provisions and the TECHNICAL SPECIFICATIONS of the WORKS.

It may not relieve the contractor of any of its contractual obligations, nor (except as expressly stipulated below) order any work likely to delay the execution of the works or to provoke an additional payment by the Delegated contracting authority, nor order any significant modification to the work to be performed. The Contract ENGINEER is competent to prepare and sign technical service orders.

At the request of the CONTRACTOR or the Project ENGINEER contradictory findings may be made to fix the quantities of certain works. Such contradictory findings will be made when a work may no longer be measurable.

Article 4: Language, applicable law and regulation

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

1.3 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: Consists of documents of the Contract (Article 4 of GAC)

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

5.1 The CONTRACTOR's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) referred to above;

5.2 the contract contains the following:

- The Special Administrative Conditions (SAC);
- The Technical Specifications (TS);
- The particular elements necessary for the determination of the contract price, such as, in order of priority: the statement of all-in prices, detailed estimates,

5.3 The unit price schedule, / the breakdown of all-in prices and the sub-details of unit prices;

5.5 The tender file;

5.5 The updated and approved planning of works,

5.6 The approved execution plan ;

5.7 The General Administrative Conditions (GAC) applicable to WORKS contracts as put in force by Decree No. 033 of 13 February 2007.

Article 6: General instruments in force

This contract shall be governed by the following general instruments:

- The special General administrative Clauses (CCLS);
- The law N ° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- Decree No. 2008/377 of 12/11/2008 fixing the attributions of Heads of Administrative Units, its organization and the functioning of their services;
- The Decree N ° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree n ° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n ° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Arrête N°0205/A/MINMAP of 03 July 2018 relating to the creation of Divisional Tenders' Boards;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency (ARMP);

- Circular N°001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;
- The circular N° 00000026/C/MINFI of 29/12/2023 on instructions relating to the execution of the finance law, the control and the follow up of the execution of the State Budget, Administrative, Public Establishment, of Councils and State Organizations for the 2024 Financial Year;
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;
- The CCTP;
- Order No 00002/MINEPDED of 08th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).
- Other texts specific to contracting fields.

Article 7: Communication

7.1 THE CONTRACTOR DOMICILIATION

The CONTRACTOR is required to take up residence near the place of work and to make known the address of this domicile to the CONTRACT MANAGER.

Failure by him to have fulfilled this obligation within fifteen (15) days from the date of notification of the Service Order to begin the work, all notifications related to the contract will be valid when they have been made at THE CONTRACT ENGINEERS OFFICE

After the provisional acceptance of the works, the CONTRACTOR is released from the aforementioned obligation. In this case, any notification will then be validly made to the registered office mentioned in the tender and listed on the cover page of this contract.

7.2 CORRESPONDENCE

All correspondence between the CONTRACTOR, the PROJECT OWNER, the CONTRACT MANAGER, the CONTRACT Engineer, the Project Manager, are exclusively made in writing. They shall be sent by post, telegram, telex, telefax, E-mail or deposited against discharge at the addresses indicated by the parties.

In the event that the Client is the addressee, copies will be sent within the same time, to the Head of Service, the Engineer and the Project Manager.

The CONTRACTOR will send all written notices or correspondence to the Project Manager, with a copy to the CONTRACT MANAGER and to the CONTRACT Engineer.

Article 8: Administrative Orders (Article 8 of GAC)

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

8.1 The Administrative Order to start execution of works shall be signed by the Governor of North West Region and notified to the Contractor by the Project Owner with a copy to the Delegated 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 Delegated Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Delegated 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 Delegated Contracting Authority and Contract Manager.

8.4 Administrative Orders serving as warnings shall be signed by the Delegated Contracting Authority and notified to the Contractor by the Contract Engineer with a copy to the Project Owner and Project Manager.

8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Delegated Contracting Authority and notified by the Contract Engineer to the Contractor with a copy to the Project Owner, Contract Manager and Project Manager.

8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the Contractor by the Contract Engineer.

8.7 The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

8.8 Concerning Administrative Order signed by the Delegated 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 Delegated Contracting Authority to the Project Manager. **Beyond this deadline, the Delegated 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 This Contract has only one phase

At the end of phase one, 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. (Not applicable)

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days. (Not applicable)

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

10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).

10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 45 below or the application of penalties.

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 Delegated 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 **Delegated Contracting Authority** upon request by the Contractor.

11.3 Guarantee of start-off advance

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

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

Article 12: Amount of the Contract (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 Contract or in the _____ bank.

b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account N°. _____ opened in the name of the Contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

13.1 Prices shall be firm.

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

13.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC) (Not applicable)

Article 16: Price updating formulae (article 21 of the GAC) (Not applicable)

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

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

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

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the Contractor's unforeseen.

Article 18: Evaluation of works (article 23 of the GAC) The work done shall be evaluated using the unit price.

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

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

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

Article 20: Advances (article 28 of the GAC)

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

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

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

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

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

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

21.1. Establishment of works executed

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

21.2. Monthly detailed account

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

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

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

- [100-2.2 or 5.5 paid directly into the account of the Contractor; - 2.2 Or 5.5 % paid to the Public treasury as AIR due by the Contractor.

The amount of payment on account shall not exceed the value of the technical execution phases carried out. Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

21.3 Detailed account of start-off account (*specify*).

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 Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

Article 23: Penalties (Article 32 of the GAC supplemented) A. Penalties for delay

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

- a) One two thousandth (1/2000th) of the initial Contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the Contractual time-limit;
- b) One thousandth (1/1000th) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties [amount to be indicated]

23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

- Late submission of final bond;
- Late submission of insurances, shall be one five thousandth (1/5000th) 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;
- Late submission of the draft execution schedule if the lateness is caused by the Contractor shall be one five thousandth (1/5000th) 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; **Article 24: Payment in case of a group of enterprises (article 33 of the GAC)**

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

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

25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.

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

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

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

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

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

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

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

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

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

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the Contract;
- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices mean VAT included.

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

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

Chapter III: Execution of works

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

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

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

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

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

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

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **Ninety (90) days**.

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

Article 32: Roles and responsibilities of the Contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Contract Engineer in *five (05)* copies at the beginning of each.

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

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

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

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

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

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

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

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

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

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

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

The approval given by the Project Owner does not in any way release the Contractor of his responsibilities.

Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the Contractual schedule.

The Contractor shall constantly update on site, a schedule that will take account of real progress of the site.

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

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

c) The Contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

d) The approval granted by the Contract Engineer shall in no way diminish the responsibility of the Contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the Contract.

35.2. Execution draft

a) The execution plan documents (calculations and drawings) necessary for the realisation of all the parts

of the structure must be submitted for the endorsement of the Contract Engineer at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.

b) The Contract Engineer has a deadline of *five (05) days* to examine and make known his observations. The Contractor then has a deadline of (04) four *days* to present a new file including the said observations.

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

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

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at 1.20m above the ground level. The Contract Engineer shall put at the Contractors' disposal the text to be used.

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: *[To be specified in accordance with article 50(2) of the GAC]*.

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

Article 37: Implantation of structures

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

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

The part of the works to be sub-Contracted shall not exceed **30%** of the initial amount of the Contract and its additional clauses.

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

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

39.2 The Contract Manager has a deadline of three days to approve the Contractor's personnel and laboratory as soon as the request is made.

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

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

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

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

CHAPTER IV : ACCEPTANCE

Article 42 : PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

- Contract Engineer,
- RD/MINMAP/NW or his representative -Contractor.

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

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Governor of the North West Region or HIS representative (DCA)(Chairman)
- 2- RD/MINEPAT NW(Member)
- 3- The Contract Engineer or HIS representative..... (Secretary)
- 4- The Contract Manager or HIS representative.....(Member)
- 5- RD/MINMAP NW or HIS representative.....(Observer)
- 6- The stores accountant of MINEPAT North-West..... (Member)
- 7- The Contractor or His Representative.....(Member)

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

ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

43.1 The contractor shall furnish within one (1) month after completion of the works five (5) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.

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

Article 44: GUARANTEE PERIOD. Not applicable

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

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

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

Chapter V: Sundry provisions

Article 46: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

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

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

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

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

Disagreements and disputes resulting from the execution of this Contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before *the competent court in the North-West Region of the Republic of Cameroon.*

Article 49: Production and dissemination of this Contract

Twenty (20)] 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 Delegated Contracting Authority. It shall enter into force as soon as it is notified to the Contractor by the Delegated Contracting Authority.

Document N°. 5

**SPECIAL TECHNICAL CONDITIONS
(STC)**

TECHNICAL SPECIFICATIONS

SPECIAL TECHNICAL CONDITION (CCTP)

Chapter 1: General technical specification for Rehabilitation works

Chapter 1: General technical specification for Rehabilitation works

Article 1: PRECAUTION AND SAFETY

- 1) **STRUCTURAL AND EXECUTION PLANS:** It is the duty of the contractor to realize the structure and respecting the execution plans that shall be approved by the control Engineer. The material used for the realization of the structure should have the following qualities:
- 2) **PROTECTION OF STRUCTURES AND MATERIALS:** The contractor shall be responsible for the protection of the structures before final reception. He shall equally be responsible for all tools and materials present at the work site. He shall seek insurance cover for theft and fire incidence.
- 3) **PRECAUTION AGAINST ACCIDENTS:** The contractor shall take all preventive measures against accidents. The owner of the job reserves the right to intervene in case of emergency without necessary interfering with the responsibility of the contractor.
- 4) **VERIFICATION OF DIMENSIONS:** The contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The contractor shall check in situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Control Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Control Engineer of all changes that he considers necessary.
All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The owner of the job shall have the right to the final choice in any modification.

5. ERRORS AND OMISSIONS IN THE DOCUMENTS: The descriptions complete or confirm the indications on plans. In the case of contradictions between the plans and the description contact the Control Engineer for examination.

Article 2: MODE OF EXECUTION OF WORKS

1) PRELIMINARY WORKS

This include: -

- Installation and unfolding of the work site;
- Execution and workcompletion programs

2) LEVELING OF THE SITE FOR CONSTRUCTION

This task shall consist of:

- Removal of the vegetable (top) soil
- Levelling of the area for the implantation of the structure and 5m all round this area.

3) IMPLANTATION.

This task shall involve the setting out of the building with profile boards to ensure that the dimensions specified in the working drawings are respected.

4) SAND CRETE BLOCKS FOR PAVEMENT FILLED WITH MASS CONCRETE

The pavement shall be realized with frog filled sand Crete blocks dosed at 200kg/m³ and filled with mass concrete dosed at 150kg/m³

5) CEMENT PLASTER

This shall be realized with cement mortar having a mixed proportion of 400kg/m³ in an average thickness of

1.5cm. The recommended sand for this purpose is medium/soft sand free from all impurities and salt.

- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 – 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 – 5mm. It shall be river sand and nothing else.
- **Aggregate** shall consist of crush stones. Tiny layer of grave (dust) shall be removed through blowing or washing.

- **Water:** To be used for mixture mortar, concrete and aggregate washing must be free from impurities and salts.
- **Cement:** To be used mostly for cement mortar, concrete shall satisfy the general conditions laid down by regulation in force. The cements types shall read between 35 R to 42.5 R and shall not show any trace of mixture. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared within four days.
- **Reinforcement:** shall be of mild steel and T- or – Steel in accordance with the R/C &3 rules. The steel shall be perfectly clean without any trace rut, non-adhesive to paint or grease. It shall be held firmly in place while the concrete is placed. The concrete cover shall not be less than 25mm in all cases.
- **Shuttering:** hard wood simple and strong, to bear without any noticeable distortion, the load and pressure of concrete, the effect of venation and weight of workers involved in the setting it up.

5) **CAPENTRY /CEILING.**

6) **PURLINS:**

They shall be of well treated hard wood of section 5x8 or 5x15

7) **PLY WOOD CEILING:**

It shall be of ordinary 4mm plywood (Ayous), in section of 60x120 (block format). Provision shall be made for ceiling passage and ventilation.

8) **FASCIA BOARD:**

It shall be 30cm wide and 3cm thick and shall be of hard wood. It shall be coated with aluminium sheets.

9) **PAINTING AND DECORATION**

All the surfaces to be painted shall be cleaned, and prime with white wash. The painting shall be done in two coats according to the following specification:

- Internal walls with pantex 800 if not specified in the BOQ
- External walls with pantex 1300 vinyl type if not specified in the BOQ
- Wooden and metallic elements with oil paints(glycerol) if not specified in the BOQ

Document No. 6:
Unit price schedule

UNIT PRICE SCHEDULE

GENERALITIES

The prices in this slip include all the constraints imposed on the execution of the work as well as the local conditions that may affect their performance and cost.

The prices include in particular the labor, the supply of material and materials, the rent, the depreciation, the operation and the maintenance of the material, the transport costs of the personnel, the allowances, the agreement of the local residents for the rejection of weeding or removal products and all things necessary for the proper execution of the work.

These prices also include bonuses, insurance and social security charges due to various staff and all local taxes and fees related to good signage on the site.

The Contractor is responsible for accidents of all kinds that would occur and where the presence of the site would be questioned.

Overhead costs applied to all prices are deemed to include the installation of two information panels positioned at each end of the site, as defined by the Project Manager.

UNIT PRICE FRAMEWORK

BILL OF QUANTITIES AND COST ESTIMATE FOR THE REHABILITATION OF THE INTERGRATED HEALTH CENTRE ESU, MENCHUM DIVISION OF THE NORTH WEST REGION					
	100: PRIMARY WORKS	Unit	Qty	Up in figure	Up in word
101	Environment studies	Is	1.00		
102	Program of execution and final report of work (as build plan)	Is	1.00		
103	Site installation	Is			
104	Site clearance	M ²			
105	Implantation of the building /setting-out	Is			
BLOCK-A					
	200 EATH WORKS				
201	Leveling of platform	M ³	1.35		
202	Digging of foundation trenches and footing	ML	40.30		
203	Back filling with selected lateritic soil	M ²	50.40		
	300-FOUNDATION				
301	Lean concrete	M ³	1.35		
302	Foundation walls with frog filled blocks of 20x20x40cm	M ²	54.00		
303	Reinforced concrete for footings, pillars and ground beams dosed at 350kg/m ³	M ²	5.79		
304	Concrete floor (8cm thick closed at 300kg/m ³)	M ³	9.03		
	LOT 400 - WALLSMASONARY				
401	Blocks 15x20x40 for wall elevation	M ²	162.00		
402	Rendering with current mortar dosed at 500kg/m ³ and 400kgs/m ³ for spatadash and final coat respectively	M ²	324.00		
403	Reinforced concrete for pillars, linets and beams closed at 350kg/m ³	M ³	5.20		
404	Floor finished in cement screed of 2cm (dosed at 400kg/m ³) and cement paste	M 2	112.84		
	LOT - 500				
501	Purlins 5cm x 8cm fixed to rafter to received roofing sheets	M3	1.50		
502	Noggins(5x8)cm	M2	270,000		
503	Celling boards of 4cm thick plywood	M ²	112.84		
504	Celling at eaves with smooth zinc (tolelisse)	M 2	261.34		
505	Roofing sheets 6m long TOLE BAC 5/10e	M2	261.34		
506	Facial boards (tolebac 5/10 mm of 30cm height) lining	MI	59.00		
507	Angle sheets	MI	34.00		
508	Aluminum ridge cap 50cm large	ML	34.10		
509	Ventilation of roof (pre-fabricated) at the eaves	U	2.00		

	600 – METAL WORK AND JOINERY				
601	Metal door 90x210cm fitted with solid locks for the classrooms including painting	U	8.00		
602	Aluminum glazed window of(100x110) cm for office	U	8.00		
603	Window protectors in 25mm square tubes (120x110)cm with internal protection that can be open for the office (both internal and external)	U	8.00		
	LOT -700 -ELECTRICITY				
701	Conduit pipes	roll	2.00		
702	Cables V. G. V1.5mm2 for lighting	roll	3.00		
703	Cables T.H2.5mm2 for power	roll	2.50		
704	Fluorescent lamps (1,2m) complete	U	10.00		
705	One way switches	U	5.00		
706	Two way switches	U	4.00		
707	Three pin English power sockets	U	10.00		
708	Complete earthing of the structure (6mm copper cable, earth rod 1,5m etc) + Fuse box with provision for external net work	LS	1.00		
	800- PAINTING/FINISHING				
801	Priming coat	M2	324.00		
802	Two coat of water based paint (pantex x 800) on internal walls and ceiling	M2	183.00		
803	Two coats of water resistance paint (paint x 1300) on	M2	141.00		
804	Oil paints on metallic doors, protectors and skirting (coffee brown m. 1.00from floor level internally and externally)	M2	30.24		
805	Tiling of entire floor building with ceramic tiles	M2	112.84		
	LOT 900- DRAINAGE				
901	Rain water (run off) gutters 30 x 40cm with offshuts of 1.5m of mass concrete	ML	61.50		
902	Concreting of external veranda (dosed at 300kg/m3) 5cm thick, 80cm wide	M ³	1.88		
903	Prefabricated concrete slabs and/or stairs on gutter at entrances (1,2m wide)	U	10.00		
904	Concrete ramps (2m wide) of reinforced concrete dosed at 350kg/m ³	U	5.00		
	BLOCK B				
	200 EATH WORKS				
201	Leveling of platform	M ³	154.00		
202	Digging of foundation trenches and footing	ML	300.00		
203	Back filling with selected lateritic soil	M ²	54.73		
	300-FOUNDATION				
301	Lean concrete	M ³	0.90		
302	Foundation walls with frog filled blocks of 20x20x40cm	M ²	44.00		
303	Reinforced concrete for footings, pillars and ground beams dosed at 350kg/m ³	M ²	3.41		

304	Concrete floor (8cm thick closed at 300kg/m ³)	M ³	9.03		
	LOT 400 - WALLSMASONARY				
401	Blocks 15x20x40 for wall elevation	M ²	132.00		
402	Rendering with current mortar dosed at 500kg/m ³ and 400kgs/m ³ for spatadash and final coat respectively	M ²	264.00		
403	Reinforced concrete for pillars, linets and beams closed at 350kg/m ³	M ³	3.16		
404	Floor finished in cement screed of 2cm (dosed at 400kg/m ³) and cement paste	M 2	97.76		
	LOT - 500				
501	Purlins 5cm x 8cm fixed to rafter to received roofing sheets	M3	1.50		
502	Noggins(5x8)cm	M2	270.00		
503	Celling boards of 4cm thick plywood	M ²	97.76		
504	Celling at eaves with smooth zinc (tolelisse)	M 2	35.20		
505	Roofing sheets 6m long TOLE BAC 5/10e	M2	200.34		
506	Facial boards (tolebac 5/10 mm of 30cm height) lining	MI	60.00		
507	Angle sheets	MI	34.00		
508	Aluminum ridge cap 50cm large	ML	34.00		
509	Ventilation of roof (pre-fabricated) at the eaves	U	2.00		
	600 – METAL WORK AND JOINERY				
601	Metal door 90x210cm fitted with solid locks for the classrooms including painting	U	5.00		
602	Aluminum glazed window of(100x110) cm for office	U	5.00		
603	Window protectors in 25mm square tubes (120x110)cm with internal protection that can be open for the office (both internal and external)	U	5.00		
	LOT -700 -ELECTRICITY				
701	Conduit pipes	roll	2.00		
702	Cables V. G. V1.5mm2 for lighting	roll	3.00		
703	Cables T.H2.5mm2 for power	roll	2.50		
704	Fluorescent lamps (1,2m) complete	U	8.00		
705	One way switches	U	5.00		
706	Two way switches	U	4.00		
707	Three pin English power sockets	U	10.00		
708	Complete earthing of the structure (6mm copper cable, earth rod 1,5m etc) + Fuse box with provision for external net work	LS	1.00		
	800- PAINTING/FINISHING				
801	Priming coat	M2	264.00		
802	Two coat of water based paint (pantex x 800) on internal walls and ceiling	M2	123.00		
803	Two coats of water resistance paint (paint x 1300) on	M2	141.00		
804	Oil paints on metallic doors, protectors and skirting (coffee brown m. 1.00from floor level internally	M2	18.90		

	and externally)				
805	Tiling of entire floor building with ceramic tiles	M2	79.76		
	LOT 900- DRAINAGE				
901	Rain water (run off) gutters 30 x 40cm with offshuts of 1.5m of mass concrete	ML	62.50		
902	Concreting of external veranda (dosed at 300kg/m3) 5cm thick, 80cm wide	M ³	3.53		
903	Prefabricated concrete slabs and/or stairs on gutter at entrances (1,2m wide)	U	10.00		
904	Concrete ramps (2m wide) of reinforced concrete dosed at 350kg/m ³	U	5.00		
K	FECEWORK AND SANITATION				
1101	Tilling with 60 x 60 vitrified clay for floors	M ²	11		
1102	Tilling with vitrified clay for walls	M ²	70		

Document No. 7:
Bill of quantities and cost estimates

**BILL OF QUANTITIES AND COST ESTIMATE FOR THE REHABILITATION OF THE
INTERGRATED HEALTH CENTRE ESU, MENCHUM DIVISION OF THE NORTH WEST
REGION**

		Unit	Qty	Up	total
	100: PRIMARY WORKS				
101	Environment studies	Is	1.00		
102	Program of execution and final report of work (as build plan)	Is	1.00		
103	Site installation	Is			
104	Site clearance	M ²			
105	Implantation of the building /setting-out	Is			
	SUB TOTAL 100				
	BLOCK-A				
	200 EATH WORKS				
201	Leveling of platform	M ³	1.35		
202	Digging of foundation trenches and footing	ML	40.30		
203	Back filling with selected lateritic soil	M ²	50.40		
	SUB TOTAL 200				
	300-FOUNDATION				
301	Lean concrete	M ³	1.35		
302	Foundation walls with frog filled blocks of 20x20x40cm	M ²	54.00		
303	Reinforced concrete for footings, pillars and ground beams dosed at 350kg/m ³	M ²	5.79		
304	Concrete floor (8cm thick closed at 300kg/m ³)	M ³	9.03		
	SUB TOTAL 300				
	LOT 400 - WALLSMASONARY				
401	Blocks 15x20x40 for wall elevation	M ²	162.00		
402	Rendering with current mortar dosed at 500kg/m ³ and 400kgs/m ³ for spatadash and final coat respectively	M ²	324.00		
403	Reinforced concrete for pillars, linets and beams closed at 350kg/m ³	M ³	5.20		
404	Floor finished in cement screed of 2cm (dosed at 400kg/m ³) and cement paste	M 2	112.84		
	SUB TOTAL 400				
	LOT - 500				
501	Purlins 5cm x 8cm fixed to rafter to received roofing sheets	M3	1.50		
502	Noggins(5x8)cm	M2	270,000		
503	Celling boards of 4cm thick plywood	M ²	112.84		
504	Celling at eaves with smooth zinc (tolelisse)	M 2	261.34		
505	Roofing sheets 6m long TOLE BAC 5/10e	M2	261.34		
506	Facial boards (tolebac 5/10 mm of 30cm height) lining	MI	59.00		
507	Angle sheets	MI	34.00		
508	Aluminum ridge cap 50cm large	ML	34.10		
509	Ventilation of roof (pre-fabricated) at the eaves	U	2.00		

	SUB TOTAL 500				
	600 – METAL WORK AND JOINERY				
601	Metal door 90x210cm fitted with solid locks for the classrooms including painting	U	8.00		
602	Aluminum glazed window of(100x110) cm for office	U	8.00		
603	Window protectors in 25mm square tubes (120x110)cm with internal protection that can be open for the office (both internal and external)	U	8.00		
	SUB TOTAL 600				
	LOT -700 -ELECTRICITY				
701	Conduit pipes	roll	2.00		
702	Cables V. G. V1.5mm2 for lighting	roll	3.00		
703	Cables T.H2.5mm2 for power	roll	2.50		
704	Fluorescent lamps (1,2m) complete	U	10.00		
705	One way switches	U	5.00		
706	Two way switches	U	4.00		
707	Three pin English power sockets	U	10.00		
708	Complete earthing of the structure (6mm copper cable, earth rod 1,5m etc) + Fuse box with provision for external net work	LS	1.00		
	SUB TOTAL 700				
	800- PAINTING/ FINISHING				
801	Priming coat	M2	324.00		
802	Two coat of water based paint (pantex x 800) on internal walls and ceiling	M2	183.00		
803	Two coats of water resistance paint (paint x 1300) on	M2	141.00		
804	Oil paints on metallic doors, protectors and skirting (coffee brown m. 1.00from floor level internally and externally)	M2	30.24		
805	Tiling of entire floor building with ceramic tiles	M2	112.84		
	SUB TOTAL 800				
	LOT 900- DRAINAGE				
901	Rain water (run off) gutters 30 x 40cm with offshuts of 1.5m of mass concrete	ML	61.50		
902	Concreting of external veranda (dosed at 300kg/m3) 5cm thick, 80cm wide	M ³	1.88		
903	Prefabricated concrete slabs and/or stairs on gutter at entrances (1,2m wide)	U	10.00		
904	Concrete ramps (2m wide) of reinforced concrete dosed at 350kg/m ³	U	5.00		
	SUB TOTAL 900				
	TOTAL BLOCK A				
	BLOCK B				
	200 EATH WORKS				
201	Leveling of platform	M ³	154.00		
202	Digging of foundation trenches and footing	ML	300.00		
203	Back filling with selected lateritic soil	M ²	54.73		
	SUB TOTAL 200				

	300-FOUNDATION				
301	Lean concrete	M ³	0.90		
302	Foundation walls with frog filled blocks of 20x20x40cm	M ²	44.00		
303	Reinforced concrete for footings, pillars and ground beams dosed at 350kg/m ³	M ²	3.41		
304	Concrete floor (8cm thick closed at 300kg/m ³)	M ³	9.03		
	SUB TOTAL 300				
	LOT 400 - WALLSMASONARY				
401	Blocks 15x20x40 for wall elevation	M ²	132.00		
402	Rendering with current mortar dosed at 500kg/m ³ and 400kgs/m ³ for spatadash and final coat respectively	M ²	264.00		
403	Reinforced concrete for pillars, linets and beams closed at 350kg/m ³	M ³	3.16		
404	Floor finished in cement screed of 2cm (dosed at 400kg/m ³) and cement paste	M 2	97.76		
	SUB TOTAL 400				
	LOT - 500				
501	Purlins 5cm x 8cm fixed to rafter to received roofing sheets	M3	1.50		
502	Noggins(5x8)cm	M2	270.00		
503	Celling boards of 4cm thick plywood	M ²	97.76		
504	Celling at eaves with smooth zinc (tolelisse)	M 2	35.20		
505	Roofing sheets 6m long TOLE BAC 5/10e	M2	200.34		
506	Facial boards (tolebac 5/10 mm of 30cm height) lining	MI	60.00		
507	Angle sheets	MI	34.00		
508	Aluminum ridge cap 50cm large	ML	34.00		
509	Ventilation of roof (pre-fabricated) at the eaves	U	2.00		
	SUB TOTAL 500				
	600 – METAL WORK AND JOINERY				
601	Metal door 90x210cm fitted with solid locks for the classrooms including painting	U	5.00		
602	Aluminum glazed window of(100x110) cm for office	U	5.00		
603	Window protectors in 25mm square tubes (120x110)cm with internal protection that can be open for the office (both internal and external)	U	5.00		
	SUB TOTAL 600				
	LOT -700 -ELECTRICITY				
701	Conduit pipes	roll	2.00		
702	Cables V. G. V1.5mm ² for lighting	roll	3.00		
703	Cables T.H2.5mm ² for power	roll	2.50		
704	Fluorescent lamps (1,2m) complete	U	8.00		
705	One way switches	U	5.00		
706	Two way switches	U	4.00		
707	Three pin English power sockets	U	10.00		
708	Complete earthing of the structure (6mm copper	LS	1.00		

	cable, earth rod 1,5m etc) + Fuse box with provision for external net work				
	SUB TOTAL 700				
	800- PAINTING/FINISHING				
801	Priming coat	M2	264.00		
802	Two coat of water based paint (pantex x 800) on internal walls and ceiling	M2	123.00		
803	Two coats of water resistance paint (paint x 1300) on	M2	141.00		
804	Oil paints on metallic doors, protectors and skirting (coffee brown m. 1.00from floor level internally and externally)	M2	18.90		
805	Tiling of entire floor building with ceramic tiles	M2	79.76		
	SUB TOTAL 800				
	LOT 900- DRAINAGE				
901	Rain water (run off) gutters 30 x 40cm with offshuts of 1.5m of mass concrete	ML	62.50		
902	Concreting of external veranda (dosed at 300kg/m ³) 5cm thick, 80cm wide	M ³	3.53		
903	Prefabricated concrete slabs and/or stairs on gutter at entrances (1,2m wide)	U	10.00		
904	Concrete ramps (2m wide) of reinforced concrete dosed at 350kg/m ³	U	5.00		
	SUB TOTAL 900				
	TOTAL BLOCK B OTHERS				
K	FECEWORK AND SANITATION				
110 1	Tilling with 60 x 60 vitrified clay for floors	M ²	11		
110 2	Tilling with vitrified clay for walls	M ²	70		
	SUB TOTAL K				
	SUMMARY				
A	PREPARATORY WORK				
B	BLOCK – A				
C	BLOCK-B				
D	EFCEWORK AND SANTATION				
	TOTAL WITHOUT TAXES				
	VAT (19.25%)				
	TOTAL AIR (2.2%) OR (5.5%)				
	TOTAL WITH TAXE INCLUSIVE (ATI)				
	NET PAYMENT				

Document No. 8:
Sub detail of breakdown of unit price

SUB-DETAIL MODEL OF BREAKDOWN PRICES

PRICE SUB-DETAIL				
DESIGNATION :				
PRICE N °	Daily yield	Total quantity	Unité	Activity duration
	CATEGORIES	Daily salary	Billeddays	Amount
WORK FORCE				
			TOTAL A	
EQUIPMENT /MACHINES	TYPE	Daily rate	Billeddays	Amount
			TOTAL B	
MATERIAL MISCELLANEOU				
			TOTAL C	
D	DIRECTS TOTAL COST A+B+C			
E	Construction site overhead	%	= Dx%	
F	Headquartersoverhead	%	= Dx%	
G	RETURN COST OF	-	= D+E+F	
H	Risks and Benefits	%	GX%	
P	SALE PRICE EXCLUDING TAXES		= G+H	
V	UNITARY SALE PRICE WITHOUT TAXES		= P/Quantity	

Document No. 9:
Draft contract

Structure of a contract

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Description of WORKS

Part III: Schedule of Prices and Quantities

Part IV: Execution calendar

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

[Indiquer le Maître d'Ouvrage]

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

[Indicate Project Owner]

CONTRACT No _____ / Delegated contracting authority to be indicated/
type Tender Board]

Awarded **after** Invitation to tender No. _____ /IT /PO/TB/00 of _____

HOLDER OF CONTRACT: [indicate the holder and his full address]

P.O. Box 0000 at _____, Tel _____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer's No. _____

SUBJECT OF CONTRACT: [indicate the full subject of the works]

PLACE OF EXECUTION: [indicate]

AMOUNT IN CFA F:

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

[

EXECUTION DEADLINE: [In days, weeks, months or years]

FINANCING: [Indicate source of financing]

BUDGET HEAD: [To be filled]

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____ **BETWEEN:**

The Republic of Cameroon, represented by *[indicate Project Owner]*
Hereinafter referred to as "**the Delegated contracting authority**",

ON THE ONE HAND,

AND:

_____ **COMPANY**

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

Business Registry No. _____ A

Taxpayer's No. _____

[indicate name of contractor, his full address as well as the name of the mandated signatory]
, hereinafter referred to as "**THE CONTRACTOR**"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:

Page _____ and Last of Contract No. _____ /C or JO/PO/TB/0000 *[recall the method of award of contract]*

With-----

For the supply of _____

Contract price: *[recall in CFA francs inclusive of all taxes in figures and words]* **Execution**
deadline: *[fill in days, weeks, months or years]*

<p style="text-align: center;">Read and accepted by the Contractor</p> <p>(place of signature) _____ (date)</p>
<p style="text-align: center;">Signature of Delegated contracting Authority</p> <p style="text-align: center;">(place of signature) _____ (date)</p>
<p style="text-align: center;">Registration</p>

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

Model table

Annex 1: Tender Template.

Annex 2: Bid bond template.

Annex 3: Final bonding model.

Annex 5: Model of advance loan guarantee.

Annex 5: Model of guarantee retainer.

Annex 1: Tender Template

I, the undersigned ... [indicate the name and the quality of the signatory] representing the company, the company or the group
... whose head office is at registered in the commercial register of under the number

After having read all the documents appearing or mentioned in the tender documents including the addendum (s), the invitation to tender [recall the number and subject of the Call Offers]

- After having personally visited the site of the works and having greatly appreciated the situation and noted the nature and constraints of the work to be done

- Remits, bearing my signature, the list of unit prices and the estimate established in accordance with the frameworks in the tender dossier.

- Submit me and undertake to perform the work in accordance with the tender documents, for the prices I have established for each type of work, which prices show the amount of the offer for Lot No to

- [in numbers and in letters] Cfa francs Excluding VAT, and

..... CFA Francs All Taxes Included. [in figures and in letters]

- I undertake to perform the work within a period of months

- Also commit myself to maintain my offer within the time limit days
[indicate the period of validity, in principle 90 days for the NSO and 120 days for the ICB]
from the deadline for submission of tenders.

- The discounts and the conditions of application of the said rebates are the following ones (in case of possibility of attribution of several lots):

The Client will release the sums due by him under this contract by giving credit to the account n ° opened at name of at the bank ...
..... Agency of

Before signing the contract, the present bid accepted by you will be worth engagement between us.

Made in the

Signature of

in quality of duly authorized to sign the tenders for and in the name of

Annex 2: Model Bid Deposit

A [indicate the Delegated contracting authority and its address], "the Delegated contracting authority"

Whereas the company, hereinafter referred to as "the tenderer", submitted its offer dated to [recall the subject of the Invitation to Tender], hereinafter referred to as "the offer", and for which it must attach a provisional bond equivalent to [insert amount] CFA francs,

We [name and address of the bank], represented by [names of signatories], hereinafter referred to as "the bank", declare to guarantee payment to the Delegated contracting authority of the maximum sum of [insert amount] CFA Francs, which the bank undertakes to pay in full to the Delegated contracting authority, binding itself, its successors and assigns.

The conditions of this obligation are as follows:

If the tenderer withdraws his tender during the period of validity laid down in the Tender Documents; or

If the tenderer has been notified of the award of the contract by the Delegated contracting authority during the period of validity:

- to sign or refuse to sign the contract, while it is required to do so;
- fails or refuses to provide the final contract security (final bond), as provided for in the contract.

We undertake to pay to [Delegated contracting authority] an amount up to the maximum of the sum stipulated above, upon receipt of its first written request, without the Delegated contracting authority having to justify its request, provided, however, that in its request, the Delegated contracting authority will note that the amount claimed by the Delegated contracting authority is due to it because one or both of the above conditions, or both, are met, and that it will specify which (s) condition (s) has (have) played.

This deposit shall enter into force upon signature and from the date fixed by the Delegated contracting authority for the submission of tenders. It will remain valid until the thirtieth day inclusive after the end of the period of validity of the offers. Any request from the Delegated contracting authority to have it played shall reach the bank by registered letter with acknowledgment of receipt, before the end of this period of validity.

This deposit is subject for its interpretation and execution under Cameroon law. The courts of Cameroon shall have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank

to, the
[bank signature]

Annex 3: Final Bond Model

Bank:

Reference of the Deposit: N °

A [indicate the Client and his address] Cameroon, hereinafter referred to as the Employer "

Whereas; [name and address of the undertaking], hereinafter referred to as "the contractor", undertook, in execution of the designated contract "the contract", to carry out [indicate the nature of the work]

Whereas he; is stipulated in the contract that the contractor will give the Client a final bond, equal to [indicate the percentage between 2 and 5%] of the amount of the works of the corresponding contract, as a guarantee of the execution performance obligations in accordance with market conditions,

Whereas; we agreed to give the contractor this bond.

We,..... .. [name and bank address], represented [names of signatories], hereinafter referred to as "the bank", we undertake to pay to the Owner, within a maximum period of eight (08) weeks, upon request in writing stating that the Contractor has not fulfilled its contractual obligations under the Contract, without being able to defer payment or raise any dispute for any reason, any amount up to [in figures and in letters].

We agree that no changes or additions or other changes to the Market will release us from any obligation under this Final Bond and we hereby waive any change, addendum or change.

This final bond shall take effect upon signature and upon notification of the contract. The deposit is released within [insert time] from the date of provisional acceptance of the work.

After the aforementioned period, the deposit becomes moot and must be automatically returned to us without any form of procedure.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received at the bank during the period of validity of this commitment.

This final guarantee is submitted for its interpretation and execution under Cameroonian law. The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences. Signed and authenticated by the bank to, the

Annex 5: Model of a Start Advance Bond

Bank: reference, address

We the undersigned (bank, address), declare hereby guarantee, on behalf of:
..... [the holder], for the benefit of the
Owner [Address of the Owner]
(" The beneficiary ")

Payment, without dispute and upon receipt of the first written request of the beneficiary, declaring that [the holder] does not has not paid its obligations, relating to the repayment of the start-up loan according to market conditions
..... .. of relating to the work [indicate the purpose of the work, the references of the Call for Tenders and the lot, if possible], of the maximum total sum corresponding to the advance of [twenty (20)%] of the amount of all taxes included in the contract No, payable upon notification of the corresponding service order, that is: CFA francs

This guarantee will come into effect and will take effect after transfer of the respective shares of this advance to the accounts of [the holder] open at the bank under number
..... ..

It will remain in effect until repayment of the advance in accordance with the procedure set by the SCC. However, the amount of the deposit will be reduced proportionately to the repayment of the advance as and when repayment.

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

Signed and authenticated by the bank
to, the

[bank signature]

Appendix 5: MODEL RETENTION FUND

Bank:
Reference of the Deposit: N °
A [indicate the Owner]
[Address of the Delegated contracting authority]

hereinafter referred to as "the Client"

Whereas; [name and address of the company],
hereinafter referred to as " the Contractor ", undertook, in execution of the contract, to carry out
the work of [indicate the purpose of the work]

whereas he; is stipulated in the contract that the holdback of [% below 10% to be specified] of
the TTC amount of the contract may be replaced by a joint and several guarantee,

Whereas; we have agreed to give the contractor this bond, We,
..... [name and bank address], represented by
..... [names of signatories], and hereinafter
referred to as "the bank",

Therefore, we hereby affirm that we are the guarantors and responsible to the Owner, in the name
of the contractor, for a maximum amount of [in figures and in
words], corresponding to [less than 10% to be specified] of the amount of the contract, And we
undertake to pay the Owner, within a maximum period of eight (08) weeks, upon a simple written
request from the latter stating that the contractor has not satisfied his contractual commitments or
that he is found to be the Principal's debtor under the amended contract, if necessary by its
amendments, without being able to defer payment or raise any dispute for any reason whatsoever,
any sum (s) within the limits of the amount equal to [percentage less than 10% to be specified] of
the cumulative amount of work included in the final statement, without the Owner having to prove
or give the reasons or the reason for his request for the amount of the sum indicated above .

We agree that no changes or additions or other changes to the market will release us from any
obligation under this warranty and we hereby waive any change, addendum or change.

This guarantee comes into force upon signature. It will be released within thirty (30) days from the
date of final acceptance of the works, and on release delivered by the Owner.

Any request for payment made by the Client under this guarantee must be made by registered
letter with acknowledgment of receipt, received at the bank during the period of validity of this
commitment.

This deposit is subject for its interpretation and execution under Cameroon law. The Cameroonian
courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its
consequences.

Signed and authenticated by the bank
to , the
[bank signature]

Document No. 11:
Bids evaluation Grid

OPEN NATIONAL INVITATION TO TENDER
N° _____/ONIT/GOV-NWR/RTBNWR/2024 OF _____

**THE REHABILITATION OF THE INTEGRATED HEALTH CENTRE ESU,
MENCHUM DIVISION IN THE NORTHWEST REGION**

EVALUATION GRID OF BIDS	
ENTREPRISE:	B.P.:

ELIMINATING CRITERIA::

- a) Absence of the bid bond;
- b) Absence after 48 hours after the submission of tenders, of at least one of the documents of the administrative file with the exception of the bid bond;
- c) Non-compliance after a period of 48 hours after the submission of tenders of at least one of the documents in the administrative file;
- d) False declaration or falsified documents;
- e) A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- f) Non-compliance with model bid and amount;
- g) Incomplete financial file;
- h) Absence of a quantified unit price;
- i) Modification of quantity;
- j) Non-respect of 75% of essential criteria;
- k) Name of company suspended by MINMAP in 2023.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder) with a fiscal stamp.
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	A bid bond of the amount indicated on the tender notice issued by a first-rate financial institution approved by the Ministry in charge of Finance in conformity with COBAC conditions.
A.6	Purchase receipt of Tender File issued by Public treasury

A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation valid within the given time.
A.9	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.10	Power of attorney if necessary
A.11	Special Technical Clauses initialed on all the pages, signed and stamped on the last page
A.12	Group Agreement wherenecessary
A.13	Special Administrative Clauses completed and initialed on all the pages, signed and stamped on the last page

ESSENTIAL CRITERIA:

General presentation of bids	
- Presence of all documents	Yes/No
- Properlybound.....	Yes/No
- Table of content	Yes/No
- Separators in colour apart from white.....	Yes/No
- Orderprescribedrespected.....	Yes/No
- Clearness of the documents.....	Yes/No
TOTAL 1	/6
a. The companyreferences	
References of the company in Rehabilitation works or similar works for the past 05 years:	
- 01 certified copy of similar Rehabilitation works, visa and legalized by a competent administrative authority below 50 million and more than 25 million (1 st and last pages) and PV of final reception for Rehabilitation works realized before 2024 and/or provisional reception for Rehabilitation works realized in 2024.	Yes/No

- 01 certified copy of similar Rehabilitation works, visa and legalized by a competent administrative authority below 25 million and more than 12 million (1 st and last pages) and PV of final reception for Rehabilitation works realized before 2024 and/or provisional reception for Rehabilitation works realized in 2024.	Yes/No
- 01 certified copy of similar Rehabilitation works, visa and legalized by a competent administrative authority equal or below 12 million (1 st and last pages) and PV of final reception for Rehabilitation works realized before 2024 and/or provisional reception for Rehabilitation works realized in 2024.	Yes/No
TOTAL 2	/3
b. Equipment	
- Proof of ownership or hired of a 4x4 pick-up vehicle in good operating condition ...	Yes/No
- Proof of ownership of masonry tool kit	Yes/No
- Proof of ownership of carpentry tool kit	Yes/No
- Proof of ownership of electrical tool kit	Yes/No
- Proof of ownership of painting tool kit	Yes/No
TOTAL 3	/5
c. Qualification of site personnel	
- Organizational Chart of the enterprise.....	Yes/No
- Organizational Chart of site with comments	Yes/No
Works Director: Senior Civil or Rural Engineering Technician with at least 05 yrs experience	
- Diploma of work Director certified.....	Yes/No
- CV signed and dated by works Director.....	Yes/No
- Professional experience of works Director at least three years.....	Yes/No
-Attestation of availability dully signed by the bearer	Yes/No
-Attestation of presentation of originals	Yes/No
Site foreman: Civil Engineering technician with at least 03 yrs. experience	
- Certified copy of certificate of Foreman.....	Yes/No
- CV signed and dated by site foreman.....	Yes/No
- Professional experience of site foreman at least three years	Yes/No
-Attestation of availability	Yes/No

-Attestation of presentation of originals	Yes/No
Chief technician; Civil Engineering technician with at least 03 yrs. of experience	
-Certified copy of diploma	Yes/No
-CV signed and dated	Yes/No
-Attestation of availability	Yes/No
-Attestation of presentation of originals	Yes/No
- Professional experience of chief technician at least three years	Yes/No
TOTAL 4	/17
d The methodology of intervention and execution of work	
- Site Visit report signed and dated by the bidder	Yes/No
- Detailed technical note on the organization and execution of works.....	Yes/No
- Coherence of synchronized Planning of execution of works.....	Yes/No
- Coherence of individual protection plan (IPP) within the project site.....	Yes/No
-Coherence of the General Security and Safety Plan (GSSP) within the project site.....	Yes/No
- Description of the socio - environment measures for the site protection.....	Yes/No
- Attestation of site visit signed on honour by the bidder	Yes/No
- Coherence in the planning of execution.....	Yes/No
-Plan of supply of materials.....	Yes/No
-Detailed manpower deployment plan.....	Yes/No
-Technical note drawn from site observations and recommendations.....	Yes/No
TOTAL 5	/11
e- Pre-financing	
Attestation of credibility shall be at least 85% of the bid price.....	Yes/No
TOTAL	/1
TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6	/47

ENVELOPE C- FINANCIAL FILE

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

Document No. 12:
List of banking establishments and
financial bodies authorized to issue
bonds for public contracts

I- BANKS

- 1) AFRILAND FIRST BANK (FIRST BANK)
- 2) BANQUE ATLANTIQUE CAMEROUN (BACM)
- 3) BANQUE GABONAISE POUR LE FINANCEMENT INTERNATIONAL (BGFIBANK)
- 4) BANQUE INTERNATIONALE DU CAMEROUN POR L'EPARGNE ET LE CREDIT (BICEC)
- 5) CITIBANK CAMEROUN (CITIGROUP)
- 6) COMMERCIAL BANK – CAMEROUN (CBC)
- 7) ECOBANK CAMEROON (EBC)
- 8) NATIONAL FINANCIAL CREDIT BANK (NFC-BANK)
- 9) SOCIETE COMMERCIALE DE BANQUES – CAMEROUN (CA SCB)
- 10) SOCIETE GENERALE DE BANQUES AU CAMEROUN (SGBC)
- 11) STANDARD CHARTERED BANK CAMEROUN (SCBC)
- 12) UNION BANK OF CAMEROON PLC (UBC)
- 13) UNION BANK FOR AFRIKA (UBA)
- 14) SOCIETE COMMERCIAL DES BANQUES-CAMEROON (SCB-CAMEROON)
- 15) BANQUE CAMEROUNAISE DES PETITES ET MOYENNES ENTREPRISE (BC-PME)
- 16) BANK OF AFRICA CAMEROON (BOA CAMEROON)

II- INSURANCES

- 1- ACTIVA ASSURANCES, BP 12 970 Douala;
- 2- CHANAS ASSURANCES, BP 109 Douala,
- 3- ZENITHE INSURANCE, P.O Box 735 Bamenda
- 4- AREA ASSURANCES
- 5- ATLANTIQUE ASSURANCES
- 6- BENEFICIAL GENERAL ASSURANCES
- 7- CPA SA
- 8- NSIA ASSURANCES
- 9- PRO ASSUR SA
- 10- SAAR SA
- 11- SAHAM ASSURANCES