

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPEMENT LOCALE
REGION DU NORD OUEST
DEPARTEMENT DE LA MENCHUM

COMMUNE DE BENAKUMA

SERVICE DE PASSATION DES
MARCHES PUBLIQUES



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT
NORTH WEST REGION
MENCHUM DIVISION

BENAKUMA COUNCIL

Website: www.benakumacouncil.com

E-mail: benakumaruralcouncil@gmail.com

CONTACT : 237 674 942923/696 312 855

SERVICE FOR THE AWARD OF CONTRACTS

Benakuma the 06 FEB 2025

OPEN NATIONAL INVITATION TO TENDER
N° 04/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2025 OF
06 FEB 2025 FOR THE REHABILITATION OF THE FORMER
BUILDING AT INTEGRATED HEALTH CENTER (IHC) BENADE IN
BENAKUMA MUNICIPALITY IN MENCHUM DIVISION OF THE
NORTH WEST REGION

CONTRACTING AUTHORITY: THE LORD MAYOR OF BENAKUMA COUNCIL

PROJECT OWNER

THE MAYOR OF BENAKUMA COUNCIL

FINANCING: PIB 2025/MINDDEVEL, 2025 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N°

XXXXXX

VOTE OF CHARGE N°

XXXXXXXXXXXXXXXXXXXXX

TENDER FILE

Re: 12-02-25

TABLE OF CONTENTS

This Invitation to tender comprises:

Document N°1 :	Tender Notice (“AAO”)
Document N°2 :	General Regulations of the invitation to tender (“RGAO”)
Document N°3 :	Special Regulations of the invitation to tender (“RPAO”)
Document N°4 :	The special administrative conditions (“CCAP”)
Document N°5 :	The special technical conditions (“CCTP”)
Document N°6 :	The Schedule of Unit Prices (<i>Price Elaboration Schedule=PES</i>)
Document N°7 :	The Bill of quantities and cost estimates (<i>BQCE</i>)
Document N°8 :	Framework of Sub-detail of prices
Document N°9 :	Model Contract
Document N°10 :	Model forms to be used by bidders
<i>Form N° 1</i>	<i>Declaration of the intention to tender</i>
<i>Form N° 2</i>	<i>The tender letter</i>
<i>Form N° 3</i>	<i>The surety bond</i>
<i>Form N° 4</i>	<i>The bid Bond</i>
<i>Form N° 5</i>	<i>The performance bond</i>
<i>Form N° 6</i>	<i>The bank guarantee for the refund of the start-off advance</i>
<i>Form N° 7</i>	<i>The undertaking by the bidder</i>
<i>Form N° 8</i>	<i>Information of key personnel deployed to the project</i>
<i>Form N° 9</i>	<i>The commitment of availability</i>
<i>Form N° 10</i>	<i>The curriculum vitae</i>
<i>Form N° 11</i>	<i>The professional references of the company</i>
<i>Form N° 12</i>	<i>The equipment list</i>
<i>Form N° 13</i>	<i>The Attestation of site visit</i>
<i>Form N° 14</i>	<i>The site visit report</i>
<i>Form N° 15</i>	<i>The Evaluation grid</i>
Document N°11 :	Justification of prior feasibility studies
Document N°12 :	List of banking establishments and financial bodies authorised to issue bonds for public contracts
Document N°13:	Plans, diagrams and/or pictures, <i>as the case may be</i>

DOCUMENT N° 1

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPEMENT LOCALE
REGION DU NORD OUEST
DEPARTEMENT DE LA MENCHUM

COMMUNE DE BENAKUMA

SERVICE DE PASSATION DES
MARCHES PUBLIQUE

REF. N° /21 /NWR/MD/B.C/SG/TS



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT
NORTH WEST REGION
MENCHUM DIVISION

BENAKUMA COUNCIL

Website: www.benakumacouncil.com
E-mail: benakumaruralcouncil@gmail.com

SERVICE FOR THE AWARD OF CONTRACTS

Benakuma the 06 FEB 2025

OPEN NATIONAL INVITATION TO TENDER
N° 09 /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2025 OF
06 FEB 2025 FOR THE REHABILITATION OF THE FORMER
BUILDING AT INTEGRATED HEALTH CENTER (IHC) BENADEIN
BENAKUMA MUNICIPALITY IN MENCHUM DIVISION OF THE
NORTH WEST REGION

1) SUBJECT OF THE INVITATION TO TENDER:

Within the frame-work of the 2025 Public Investment Budget, the Contracting Authority (LORD MAYOR OF BENAKUMA COUNCIL), hereby representing the State of Cameroon, launches an Open National Invitation to tender under **NORMAL CONDITIONS** for the Rehabilitation of the former building at Integrated Health Center (IHC) Benade in Benakuma Council of Menchum Division -North West Region.

2) CONSISTENCY/NATURE OF SERVICE:

The works subject of this invitation to tender shall require Rehabilitation of the former building at Integrated Health Center (IHC) Benade in Benakuma Municipality in Menchum Division of North West Region.. The works and service required are found in the detailed description mentioned in the respective bills of quantities and cost estimates.

3) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Project Owner for the execution of the works subject of this tender shall be **ninety calendar days (90day)** with effect from date of notification of the Service Order to start execution.

4) ALLOTMENT:

The works subject of this invitation to tender shall be in one lot defined with specifications as in the table below:-

Lot	Works	Locality
1	Rehabilitation of the former building	Integrated Health Center (IHC) Benade In Benakuma Municipality In Menchum Division of North West Region

5) COST ESTIMATE:

The estimated cost of the operations (tasks) following feasibility studies stands as specified in the table below:-

Lot	Works	Locality	Estimated Cost
1	Rehabilitation of the former building	Integrated Health Center (IHC) Benade In Benakuma Municipality In Menchum Division of North West Region	24, 000,000 FCFA

6) PARTICIPATION AND ORIGIN:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon with the required technical and professional expertise in the domain of **construction** accompanied by the necessary financial capability.

7) FINANCING:

Works which form the subject of this invitation to tender shall be financed as per the programmed budget head of the 2025 Public Investment Budget (PIB 2025) of the Republic of Cameroon as specified in the table below:-

Lot	Ministry	Project Owner	Works	Provisional Amount	Vote of charge N°	Expenditure authorization N°
1	MINDDEV EL	The Mayor Benakuma	Rehabilitation of the former building	24,000,000 FCFA	XXXXXXXXXXXXXXXXXX	XXXXXX

8) BID BONDS (PROVISIONAL GUARANTEE):

Each bidder shall enclose in his administrative documents a bid bond issued directly in the bidder's name by a first rate bank of financial body approved by the Ministry in charge of Finance and that shall respect the model in this tender file featuring on the list in document 12 of the tender file and valid for ninety (90) days beyond the original date of the validity of the offers.

Lot	Works	Locality	Estimated Cost	Bid Bond	Tender Fee
1	Rehabilitation of the former building	Integrated Health Center (IHC) Benade In Benakuma Municipality In Menchum Division of North West Region	24, 000,000 FCFA	480,000 FCFA	35,000 FCFA

9) CONSULTATION OF TENDER FILE:

The Tender documents may be consulted immediately after publication of this invitation to tender from the Services of the Contracting Authority (*Service in charge of the contracts award*) during working hours at the Council's Office in Benakuma. Contact: 674 942 923 / 696 312 855

10) ACQUISITION OF TENDER FILE:

The Tender documents shall be obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority during working hours at the Council office in Benakuma. The document shall be obtained upon presentation of a Municipal Treasury receipt from the Benakuma Council Municipal Treasury showing the payment of a non-refundable sum of **Thirty Five thousand (35,000) francs CFA**.

11) SUBMISSION OF BIDS (OFFERS):

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in seven (7) copies that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one sealed external envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical documents and Envelope C: Financial documents. It shall reach the council office in Benakuma not later than **the 06 MARS 2025 at 10am** local time. The sealed external envelope shall be free of all identification marks, without which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:

06 FFV 2025

OPEN NATIONAL INVITATION TO TENDER
N° 09 /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2025 OF
FOR THE REHABILITATION OF THE FORMER BUILDING AT INTEGRATED HEALTH
CENTER (IHC) BENADEIN BENAKUMA MUNICIPALITY IN MENCHUM DIVISION OF THE
NORTH WEST REGION

(To be opened only during the bids opening session of the Tenders Board)

12) ADMISSIBILITY OF OFFERS:

In order not to be rejected, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities as the case may be (*Example: SDO, DO etc*) and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the submission of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared null and void, especially bids containing a bid bond not issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority shall be released for unsuccessful bidders not later than thirty (30) days after the period of bid validity. For the successful bidder to whom the contract will be awarded, the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided.

Bidders shall remain committed to their offers for a period of ninety (90) days from the last date for the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

NB: The contractor shall, present the originals of the respective certified documents for strict verification of their authenticity during site installation.

13) OPENING OF BIDS(OFFERS):

06 MARS 2025

Bids shall be opened by the Benakuma Council's Internal Tenders Board in a single phase on the at 11am local time in the hall of the council. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

14) EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following:

A) Eliminary Criteria. The following points will lead to elimination

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of original or properly certified administrative document or documents certified more than one time, the contractor may be given 48hrs to bring the document.
- False declaration or forged documents ;
- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance

NB: Bid bond for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than 75% (*non-respect of 75% of the essential criteria*);
- Absence of quantified unit price (*omission of a unit price in the financial bid*).
- Proof abandonment of state project

B) **Essential Criteria** They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

(i) Technical documents, it shall be the binary method (**YES or NO**) based on the following distribution of points:

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	06
EXPERIENCE OF THE COMPANY	09
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	08
TECHNICAL EQUIPMENT	05
METHODOLOGY FOR THE EXECUTION OF WORKS	10
TOTAL	38

NB:

- Any Bid that shall not obtain **75%** evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).
- (ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

15) VALIDITY OF OFFERS:

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

16) AWARD OF THE CONTRACT:

The contract shall be awarded to the lower or lowest bidder who must have fulfilled the administrative, technical and financial requirements.

17) COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the Service for the Contracts Award of Benakuma Council.

18) AMENDMENT TO THE INVITATION TO TENDER:

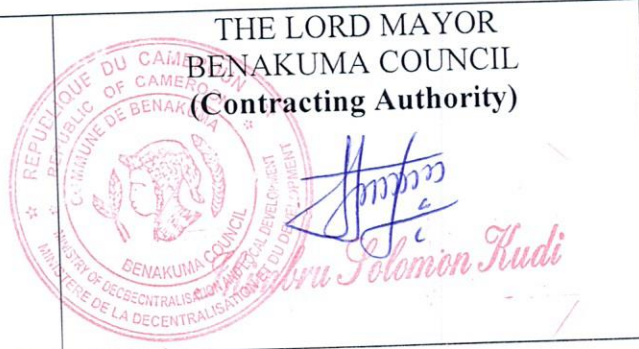
The Contracting Authority may at any time, amend this invitation to tender. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

The Contracting Authority may at any time, amend this invitation to tender. He shall publish the amendments and communicate same to companies that bought the tenders file. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

Benakuma, the 06 FEB 2025

Copies :

- CHAIRMAN, BCITB
- ARMP Bamenda (for publication and filing)
- Divisional Delegate Public Contracts
- Service for the award of Contracts (for filing)
- Local Radio House(s), to facilitate publicity
- BILL BOARDS
- CHRONO



REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

MINISTRE DE LA DECENTRALISATION
ET DU DEVELOPEMENT LOCALE
REGION DU NORD OUEST
DEPARTEMENT DE LA MENCHUM

ARRONDISSEMENT DE MENCHUM
VALLEY

COMMUNE DE BENAKUMA

SERVICE DE PASSATION DES
MARCHES PUBLIQUES

REF. N° /21 /NWR/MD/B.C/SG/TS

DOSSIER N° 1



REPUBLIC OF CAMEROON

Peace - Work - Fatherland

MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT
NORTH WEST REGION
MENCHUM DIVISION

MENCHUM VALLEY SUB-DIVISION

BENAKUMA COUNCIL

Website: www.benakumacouncil.com

E-mail: benakumaruralcouncil@gmail.com

CONTACT : 237 674 942 923/ 696 312 855

SERVICE FOR THE AWARD OF CONTRACTS

Benakuma the 06 FEB 2025

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° 04/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2025 DU 06 FEB 2025 POUR LES TRAVAUX DE
REHABILITATION DE LA PREMIER MAISON A LA SANTE PUBLIQUE DE BENADE,
COMMUNE DE BENAKUMA DANS LE DEPARTEMENT DE LA MENCHUM, REGION DU
NORD-OUEST

1- Objet de l'appel d'offres :

Dans le cadre du Budget d'Investissement Public (BIP) 2025, le Maire de la Commune de Benakuma, (Autorité Contractante) représentant l'état du Cameroun lance un Appel d'Offres National Ouvert **SOUS D** **LES CONDITIONS NORMALE** pour la **Réhabilitation de LA PREMIER MAISON A LA SANTE PUBLIQUE DE BENADE**, Commune de Benakuma dans le Département de la Menchum, Région du Nord-Ouest.

2- Consistance des travaux/ Nature du service

Les travaux objets du présent appel d'offres concernent la **Réhabilitation de LA PREMIER MAISON A LA SANTE PUBLIQUE DE BENADE**, Commune de Benakuma dans le Département de la Menchum la Région du Nord-Ouest. Les travaux et le service requis sont détaillés des descriptions mentionnées dans le cadre du détail estimatif.

3- Délai d'exécution :

Le délai maximum prévu par le Maître d'Ouvrage pour l'exécution des travaux du présent appel d'offre est de quatre vingt-dix jours (90) continus à partir du jour de la notification de l'ordre de service pour le démarrage.

4- Allotissement:

Les travaux objets du présent appel d'offres sont dans un lot spécifiés dans le tableau ci-après :-

Lot	Travaux	Localité
1	Réhabilitation de LA PREMIER MAISON	SANTE PUBLIQUE DE BENADE, Commune de Benakuma, Département de la Menchum dans la Région du Nord-Ouest

5- Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est spécifié dans le tableau ci-dessous :-

Lot	Travaux	Localité	Coût prévisionnel
1	Réhabilitation de LA PREMIER MAISON	SANTE PUBLIQUE DE BENADE, Commune de Benakuma, Département de la Menchum dans	24, 000,000 FCFA

“A N’OUVRIR QU’EN SÉANCE DE DEPOUILLEMENT”

12 - Admissibilités des offres

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur (Exemple : service des impôts, banques, etc.) ou une autorité administrative (Exemple : Préfet, Sous-préfet, etc.), conformément aux stipulations du Règlement Particulier de l’Appel d’Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l’Avis d’Appel d’Offres. La double certification ne sera pas acceptée. Toute offre incomplète conformément aux prescriptions du Dossier d’Appel d’Offres sera déclarée irrecevable, notamment l’absence de cautionnement provisoire délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances cautionnement.

Cautionnement provisoire sera remis au soumissionnaire qui n’a pas réussi seulement par l’Autorité Contractante au plus tard trente jours après la période de validité. À l’attributaire, le cautionnement provisoire sera remis par l’Autorité Contractante quand il l’aura fourni le cautionnement provisoire. Le montant correspondant à chaque cautionnement provisoire sera reçu par le soumissionnaire de la banque sous présentation de l’original du cautionnement provisoire. Les soumissionnaires restent tenus par leur offre pendant quatre vingt dix (90) jours à partir de la date limite fixée pour la remise des offres.

NB: Pendant l’installation de l’attributaire au site de la construction, il sera obligé de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

13- Ouverture des plis: L’ouverture des plis sera faite par la Commission Interne de passation des marchés en une seule phase le **06 MARS 2025** à 11 heures locale dans une salle allouée au Président de la commission de passation des marchés situé à la Commune de Benakuma Seul les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et de la réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l’ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

14- Critères d’évaluation:

La conformité d’une offre sera évaluée tenant compte des critères suivants :-

Les offres seront évaluées selon des conditions suivantes.

A) Critères éliminatoires les points survivent aboutiront à l’élimination

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes,
- Enveloppes externes ayant les signes d’identification des soumissionnaires,
- Absence de l’original ou des documents bien certifiés ou documents certifiés plus qu’une fois (on peut donner 48hrs à l’entrepreneur de fournir le document absent)
- Fausse déclaration ou pièce falsifiée
- Absence de cautionnement provisoire ou cautionnement provisoire non délivrée directement au nom du soumissionnaire par une banque de premier ordre agréée par le Ministère chargé des Finances

NB: Cautionnement provisoire pour un groupe d’entreprises doit être adressé au nom de l’entreprise mandaté et les noms d’autres entreprises mentionnés dans le contenant.

- Délai d’exécution plus long que prescrit dans l’Appel d’Offres
- Note technique inférieure à 70% au niveau de l’évaluation administrative et technique
- Omission dans le bordereau des prix ou d’un prix unitaire dans le dossier financier.
- Preuve d’abandon d’un projet d’était

B) Critères essentiels

Ils sont les modalités clés ou primordiales pour le jugement de la capacité technique et financière des candidats pour exécuter les tâches faisant objet de l’appel d’offres. Ils sont déterminés tenant compte de nature et contenant des tâches à exécuter. Donc, dans l’évaluation des:

- (i) Dossier techniques, elle sera binaire (**OUI ou NON**) basée sur la distribution des point suivant:-:

CRITERE	POINTS
PRESENTATION GENERALE DE L'OFFRE	06
LES REFERENCES DE L'ENTREPRISE	09
LA QUALITE DU PERSONNEL D'ENCADREMENT DE L'ENTREPRISE	08
LE MATERIEL DE CHANTIER A MOBILISER	05
METHODOLOGIE ET EXECUTION DES TRAVAUX	10
TOTAL	38

Remarque :

- Seules les entreprises ayant obtenu au moins 75% de la notation sur la Secondaire des dossiers administratif et technique seront retenues pour l'étape II ;
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

(ii) Offres financier, il consistera de parcourir les devis quantitative tenant compte de bordereau des prix unitaires et les sous détaille de prix unitaire.

15. Durée de validité des offres

Les soumissionnaires restent tenus par leurs offres pendant quatre vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

16- Attribution:

Le marché sera attribué au soumissionnaire présentant l'offre la moins disant et remplissant les capacités administratives et techniques requises.

17. Les Renseignements Complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés de la Commune de Benakuma Contact : 674 94 29 23/696 31 28 55

18- Additif à l'appel D'offres:

L'Autorité Contractante se réserve le droit à tout moment, que ce soit à son initiative ou consécutivement à une saisie d'un soumissionnaire avant la date de remise des offres, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres publiant un additif. Tout additif ainsi publié fera partie intégrante du dossier d'appel d'offres. Cet additif sera communiqué par écrit ou signifié par tout moyen laissant trace écrite à tout les soumissionnaires ayant acheté le DAO en tenant compte du temps qu'il faut pour qu'ils préparent bien leurs offres.

BENAKUMA, le **06 FEV 2025**

Ampliations:

- Président, CIPDM de la Commune.
- ARMP Bamenda (pour publication et archivage)
- DD MINMAP
- Service de passation des marches (pour archivage)
- Radios locales pour faciliter la publicité
- Tableau d'affichage

Le Maire de la Commune de
BENAKUMA
(Autorité Contractante)



Signature
Mimbru Solomon Kudi

GENERAL REGULATIONS OF THE INVITATION TO TENDER

CONTENTS

A. General

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

B. Tender File

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

C. Preparation of Bids

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

D. Submission of bids

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

E. Opening and evaluation of bids

- Article 25: Opening of bids and petitions
- Article 26: Confidential nature of the procedure
- Article 27: Clarifications on the bid and contact with Contracting Authority
- Article 28: Determination of their compliance
- Article 29: Qualification of the bidder
- Article 30: Correction of errors
- Article 31: Conversion into a single currency
- Article 32: Evaluation of financial bids

F. Award of the contract

- Article 33: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure
- Article 34: Award
- Article 35: Publication of results of award and petition
- Article 36: Notification of the award of the contract
- Article 37: Signature of the contract
- Article 38: Final bond
- Article 39: Additional information

GENERAL REGULATIONS OF THE INVITATION TO TENDER

A-GENERALITIES

Article 01: SCOPE OF THE INVITATION TO TENDER

- (a) **CONTRACTING AUTHORITY** as defined in the Special Regulations of the invitation to tender ("RPAO") is the Lord Mayor of Benakuma Council, who shall be in charge of launching the tenders file. The name, the reference number and the number of lots contained in the invitation to tenders are found in the Special Regulations of the invitation to tender.
- (b) **SUCCESSFUL BIDDER** shall be the company to which the contract shall be awarded. This company shall have to execute and finish the tasks defined in the Special Regulations of the invitation to tender within the deadline spelled out in the service order notifying when to start execution, except modified by the Special Administrative conditions ("CCAP") of the invitation to tender.
- (c) **DAY** in this tender file shall mean a **calendar day**.

Article 02: FINANCING

The source of funding for the project shall be contained in the financial documents and shall bear specifications of funding as shall be spelled out in the Special Tender Regulations.

Article 03: FRAUD AND CORRUPTION

The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of the contract to be established. By virtue of this principle:

a) The following definitions shall be admitted:

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

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

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

Article 04: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in construction accompanied by the necessary legal and financial autonomy and must not have been excluded from bidding for public contracts as well as managed according to commercial laws and not under the direct supervisory authority of the Contracting Authority or Project Owner. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he:-

- (a) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this Invitation To Tender.
- (b) presents more than one bid within the context of Invitation To Tender, except authorised variants, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- (c) and the Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts

Article 05: ORIGINS OF MATERIAL, SUPPLIES, EQUIPMENT AND AUTHORIZED SERVICES

The origin for these resources must be in countries fulfilling the criteria defined in the Special Regulations of the invitation to tender. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where comes the services.

Article 06: QUALIFICATION OF BIDDERS

- (a) As an integral part of their bid, bidders must:
 - (i) Submit a power of attorney making the signatory of the bid bound by the bid; and
 - (ii) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- The production of certified balance sheets and recent turnovers
- Access to a line of credit or availability of other financial resources
- Orders acquired and contracts awarded
- Pending litigations
- Availability of indispensable equipment
- (b) Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:-
 - The bid must include all the information listed in paragraph 1 above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group
 - The bid and the contract must be signed in a way that is binding on all members of the group
 - The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form
 - The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the contract
 - In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting
- (c) Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender

Article 07: SITE VISIT

It is advisable to potential bidders to visit the project site and its environ and rate the availability of resources and get all the information about the site before preparation of their offers. The Project Owner shall authorise the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees

incurred from the visit. The Project Owner may organise a visit of the project site during the preparatory meeting for the building of offers.

B-TENDERS FILE

Article 08: CONTENT OF THE TENDER FILE

The Tenders File describes the tasks to be accomplished in the contract, fixes the procedures of consultation of entrepreneurs and precise the conditions of the contract and conditions surrounding any modification of the Tenders File. The principal documents that must be in the Tenders File include:-

- (a) Document N° 1- Tender Notice ("*AAO*")
- (b) Document N° 2- General Regulations of the Invitation To Tender ("*RGAO*").
- (c) Document N° 3- Special regulations of the invitation to tender ("*RPAO*").
- (d) Document N° 4- Special Administrative Conditions (*SAC*= "*CCAP*").
- (e) Document N° 5- Special technical Conditions (*STC*= "*CCTP*").
- (f) Document N° 6- Schedule of Unit prices (*Price Elaboration Schedule*=*PES*).
- (g) Document N° 7- Bill of quantities and cost estimate (*BQCE*).
- (h) Document N° 8- Sub detail of unit prices.
- (i) Document N° 9- Model Contract.
- (j) Document N° 10- Model forms to be used by bidders.
- (k) Document N° 11- Justification of prior feasibility studies (*written by the Project Owner*).
- (l) Document N° 12- List of first rate Banks and Financial Organisations approved by the Ministry in charge of Finance to issue bid bonds(*to inserted by the Contracting Authority*).
- (m) Document N° 13- Plans, diagrams and/or pictures, *as the case may be*

Article 09: CLARIFICATIONS ON THE TENDER FILE

Request for clarifications may be addressed by letter, electronic mail (telecopier or email) or fax to the Contracting Authority at the following address:

THE CONTRACTING AUTHORITY
LORD MAYOR
BENAKUMA COUNCIL

NB: -A copy of this request must be given to the Project Owner and the Contracting Authority is bound to respond to the request at least fourteen (14) days for National Invitations and at least twenty one (21) days for International Invitations before the day of opening, copying all the companies that purchased the tenders file.

-Any potential bidder whose find himself cheated in the award procedure can petition to the Minister of Public Contracts

-Any other preoccupation can be addressed to the Contracting Authority copying the Regulatory Organ for Public Contracts and the President of the Tenders Board. The Contracting Authority has five (05) days to react with copy of the reaction sent to the Minister incharge of Public Contracts and the Regulatory Organ of Public Contracts.

Article 10: AMENDMENT OF THE TENDER FILES (ADDENDUM TO THE TENDER FILE)

The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum while publishing the amendment which now constitutes the integral part of the tenders file and must be communicated to all the companies that purchased the tenders file. Hence to give room for bidders to prepare their offers the Contracting Authority may postponed the deadline of submission as long as he deems necessary

C-PREPARATION OF BIDS

Article 11: TENDER FEES

Each bidder shall be responsible for all charges related to the preparation and presentation of offers. The Contracting Authority and the Project Owner shall in no way be responsible for these charges or try to regularise a situation involved in the preparation of offers by a bidder.

Article 12: LANGUAGE OF THE BIDS

Offers and all correspondences exchanged between the Bidder and Contracting Authority shall be written in English or French. However complementary documents may be in any other language provided they are accompanied by précised translation into English or French, in which case at the end of the interpretation the translation is valid.

Article 13: PRESENTATION AND CONTENT OF BIDS

Each bid shall include three envelops, A, B and C labelled as follows:-

ENVELOPE«..... DOCUMENTS»
NAME AND ADDRESS OF THE BIDDER

OPEN NATIONAL INVITATION TO TENDER
N° __/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2025 OF _____
FOR THE REHABILITATION OF THE FORMER BUILDING AT INTEGRATED HEALTH
CENTER (IHC) BENADE IN BENAKUMA MUNICIPALITY IN MENCHUM DIVISION OF
THE NORTH WEST REGION

“To be opened only during the bid opening session of the Tenders Board”

Hence, 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 envelopes:-

a. Envelop A: Administrative file shall include:-

- 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 the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of the General Regulations of invitation to tender.

b. Envelop B: Technical bid shall include: -

- (i) *Information on qualification*- The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in the Special Regulations of the invitation to tender
- (ii) *Methodology*- The Special Conditions of the invitation to tender specify the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc
- (iii) *Proof of acceptance of conditions of the contract*- The bidder shall submit duly initialled copies of the Special Administrative Conditions (SAC) and Special Technical Conditions (STC) relating to the contract.
- (iv) *Commentaries (optional)*- commentary on the technical choices of the project and possible proposals

c. Envelop C: Financial bid:

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

(i) The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate.

(ii) The duly filled Unit Price schedule

(iii) The duly filled detailed estimates

(iv) The sub-details of prices and/or breakdown of all-in prices

(v) The projected schedule of payments, where need be

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

Remark: *If in accordance with the provisions of the Special Regulations of the invitation to tender, the bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.*

The three envelopes (A, B & C) shall be sealed in a large anonymous external envelope addressed to the Contracting Authority as follows:

**THE CONTRACTING AUTHORITY
LORD MAYOR, BENAKUMA COUNCIL**

**OPEN NATIONAL INVITATION TO TENDER
N^o ____/ONIT/MINDDEVEL/BC/BCITB/2025 OF ____
FOR THE REHABILITATION OF THE FORMER BUILDING AT INTEGRATED HEALTH
CENTER (IHC) BENADE IN BENAKUMA MUNICIPALITY IN MENCHUM DIVISION OF
THE NORTH WEST REGION**

“To be opened only during the bids opening session of the Tenders Board”

Note should be taken that:-

- (a) *Envelopes bearing any other inscriptions shall be simply rejected*
- (b) *The Contracting Authority bears no responsibility for any missing document and/or premature opening of offers if the external envelop is submitted not sealed by the bidder.*
- (c) *During calculation of prices:*
 - *The amount shall be calculated on the bases of variable prices. The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his offer for each item.*
 - *The bidder shall express the prices in the Price Elaboration Schedule (PES) and Bill of quantities and cost estimates (BQCE) in francs CFA excluding taxes before adding the taxes to the BQCE only. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.*
 - *The eventual calculation errors shall be corrected by the Committee for Analysis and the amount altered if necessary without any complaints from the bidder.*
 - *A unit price which shall be the price of an element of a good or service, of a type or an item of work, the quantities of which are estimates in the contract shall be calculated in Francs CFA and furnished in figures and in words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA*
 - *As this invitation to tender will consist of a contract whose duration of execution is not more than one (01) year, it shall not be subject to price revision.*
 - *It shall be forbidden to introduce a price revision clause by way of additional clause in the contract awarded on the basis of a firm price.*

Article 14: AMOUNT OF THE BID

Except otherwise stated in the Tender File, the amount of the contract shall cover all the tasks described in the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder. Hence:-

accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids. Bids being requested to be withdrawn by bidders shall not be opened before returning to them.

NB: - Offers bearing "WITHDRAWAL" and "REPLACEMENT OFFER" or "MODIFICATION" and which shall not be handed back to the bidders shall be transmitted alongside the other offers on the day of opening.

- No bid shall be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond.

E- OPENING AND EVALUATION OF BIDS

Article 25: OPENING OF BIDS AND PETITIONS

Bids shall be opened by the Competent Tenders Board in one phase of two stages (*Stage I and Stage II*) on a date, time and at the venue specified in the Special Tenders Regulations, in the presence of Representatives of the bidders concerned and who wish to attend. Representatives present during the opening shall sign a register or a paper to attest their presence.

Firstly, envelopes marked "**WITHDRAWAL**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**REPLACEMENT BID**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**MODIFICATION**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. It is important to note that:-

- ➔ All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant (*where necessary*), the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation. **Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.**
- ➔ Offers (and modifications received in accordance with the provisions of the article 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.
- ➔ Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- ➔ At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.
- ➔ In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts and the Contracting Authority.

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

Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE

No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the results. Hence, any attempt by a bidder to influence the committee in charge of evaluation of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

Article 27: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY

To ease the examination, evaluation and comparison of offers, the Chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change in the amount or content of the offer is allowed, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the committee in charge of evaluation during the evaluation in accordance with the provisions of the General Regulations.

Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the committee in charge of evaluation for questions related to their offers, between the opening of envelopes and the award of the contract.

Article 28: DETERMINATION OF COMPLIANCE OF BIDS

An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:-

- i) which substantially limits the scope, quality or realisation of the works;
- ii) which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tenders File.

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

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

During evaluation, the committee concerned shall:-

- Carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order. Hence, the committee in charge of evaluation shall:-
- Determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- Ensure that the successful bidder, because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Special Regulations. It is essential to avoid any arbitrariness in determining qualification.
- Verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors.

Article 29: QUALIFICATION OF THE BIDDER

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

Article 30: CORRECTION OF ERRORS

The committee in charge of evaluation shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. It shall correct the errors in the following manner:

- (a) Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a **Gross Error** of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- (b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) Where there is a difference between the price indicated in words and in figures, the amount in words shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

The amount featuring in the offer shall be corrected by the committee in charge of evaluation, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the bid bond may be seized.

Article 31: CONVERSION INTO A SINGLE CURRENCY

In case of variation in currencies, the committee in charge of evaluation shall convert the prices of bids expressed in various currencies into those in which the bid is payable. The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: EVALUATION AND COMPARISON OF FINANCIAL BIDS

Only offers considered as being in conformity as per the provisions of the General Regulations, shall be evaluated and compared by the committee in charge of evaluation. During the evaluation of offers, the committee in charge of evaluation shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of the General Regulations;
- b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of the General Regulations (GAC) and the Special Regulations (SAC) by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Contracting Authority, the Evaluation sub-committee may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the tasks stipulated and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory it may propose to the Contracting Authority to reject the offer.

As well, the estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of offers. Hence, the Contracting Authority reserves the right to accept or reject any modification, difference or

reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

Article 33: THE RIGHT BY THE CONTRACTING AUTHORITY TO DECLARE AN INVITATION TO TENDER UNSUCCESSFUL OR CANCEL A PROCEDURE

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

Article 34: AWARD OF CONTRACT

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall decide either to publish the results or request for re-examination. **If the Contracting Authority decides to publish the results, he shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest** by including, where necessary, proposed rebates, that is, in function of the provisions of the Special Regulations of the invitation to tender, if bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot. In this case, the lowest bid shall be determined by evaluating the offers with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot. Hence, any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest. This is carried out by careful study on the unit prices, the bill of quantities and cost estimates and the sub detail of prices presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. As concern the procedure for the award, it shall consist of:-

- * The preparation, thorough verification and awarding of the contract according to the rules and procedures defined by the legislation in force for Public contracts to enable effective execution.
- * The winner shall be notified through his official address or public media. He/she shall in two (02) days fulfil the formalities related to the awards, especially to submit at least five (05) copies of the proposed contract to the office of the Contracting Authority for transmission to the tenders Board for study and observations in order for the final version to be established, into which the winner shall enter and be signed by the Contracting Authority after the finance visa.

NB:

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her chance which shall later on be simply annulled without further notice and the next bidder in the ranking shall be called in for replacement.
- Once the Contracting Authority has signed the contract (Jobbing Order), the contractor shall be notified. The contractor shall ensure that he contacts the Project Engineer as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree N^o.:2004/275 of 24th September 2004 to institute the Public Contracts Code.

Article 35: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

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

As well, the Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.

Remarks:

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

Article 36: NOTIFICATION OF AN AWARD OF CONTRACT

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

Article 37: SIGNING OF THE CONTRACT

The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception after the endorsement of the Divisional Controller of Finance. As well, the Contracting Authority must notify the successful bidder of the signed contract within five (5) days of its date of signature.

Article 38: FINAL BOND

Within twenty (20) days from the date of notification of signed contract by the Contracting Authority, the contractor shall furnish him with a final bond, to guarantee the complete execution of the works.

REMARK:

- (a) Bid bond to be released to the Contractor upon a written request addressed to the Contracting Authority can only take place after when the contractor must have proven with attestation for having furnished the Project Owner with a final bond and/or after the start-off advance is refunded.
- (b) The final bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- (c) Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- (d) Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Article 39: ADDITIONAL INFORMATION

This includes the facts that:-

- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the project site shall be carried out by the Project Engineer (Divisional Delegate of Public Works for Menchum) in collaboration with the Project Owner and the Delegation of Public Contracts (*Staff of the Control Brigade and other staff as the case may be*). They shall be required to give reports on the tasks executed. The Project Engineer shall prepare payments that shall be transmitted for payment into an account opened by the contractor to this effect.

- Tasks to be executed are placed under the supervision of the Divisional Delegate of Public works Menchum.
- Members of the Follow-up Committee may separately visit the site at any stage of the construction works and have access to the entire document pertaining to the follow-up for proper execution of works.

THE LORD MAYOR
(CONTRACTING AUTHORITY)
Benakuma COUNCIL

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

The aim of this document is to help the Projected Owners or Delegated Project Owners and/or Contracting Authority to furnish specific information corresponding to the clauses of the General Tender Regulations and which must be established for in the contract(s) arising from this invitation to tender. The following provisions which are specific to the works forming the subject of the invitation to tender should complete or where necessary, specify the provisions of the General Regulations of the invitation to tender. In case of conflict, the provisions in the following articles will prevail over those of the General Regulations.

ARTICLE 01: DEFINITION OF WORKS

The works involved in the execution of the project shall consist of a number of tasks in the rehabilitation of the former building at Integrated Health Center (IHC) Benade, BENAKUMA COUNCIL Menchum Division-North West Region with the specifications as in the Special Technical Conditions and in the Bill of quantities and cost estimates. The Contracting Authority concerned in this invitation to tender shall be the Mayor of Benakuma Council. The reference of this tenders file is N° /ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2025 OF _____ for the rehabilitation of the former building at Integrated Health Center (IHC) Benade, in Benakuma Municipality, Menchum Division-North West Region

ARTICLE 02: EXECUTION DEADLINE

The execution deadline for this project shall be ninety calendar days, counting in function of the date of notification of the service order to start execution. Hence, bids shall be evaluated on the basis of an execution deadline of the tasks involved between a minimum and maximum ninety calendar days. The evaluation method features in the General Regulations. The execution deadline proposed by the preferred bidder shall become the contractual execution deadline. For this reason, the provisions of this article are such that the Mayor of Benakuma Council expects net advantages of shorter execution deadline.

ARTICLE 03: SOURCE OF FINANCING

The source of funding for the project shall be the 2025 Public Investment Budget of the Republic of Cameroon imputed under the budgetary supervision of the Ministry of Basic Education and assigned to the Mayor of Benakuma Council in Menchum.

ARTICLE 04: ORIGIN OF RESOURCES (MATERIALS, EQUIPMENT AND SUPPLIES)

The origin of resources for this project shall be in Cameroon and other countries fulfilling the criteria having legal trade conventions with Cameroon. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where comes the services.

ARTICLE 05: PRESENTATION AND CONTENT OF BIDS

Bids will consist of three envelopes A, B and C called internal envelopes put in another envelop called external envelope. The content of the three internal envelopes are as follows:-

1. ENVELOPE A-Administrative documents

Administrative documents attest that the bidder:-

- (a) Has subscribed to the declarations laid down by the laws and regulations in force.
- (b) Contributes to the development of the national economy.
- (c) Is not in a state of collapse or judicial liquidation
- (d) Is not affected by any exclusion or situation of legislation in force
- (e) Has bid bond established in conformity with the model
- (f) Has given powers to a signatory that engages the whole company.

To this effect, the bid submitted by a bidder shall comprise the following documents that shall be separated from each other by colour separators:

- A1. The declaration of intention to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp. (*see Model Form N° 01 for the format*)
- A2 A Municipal Treasury Receipt showing the payment for the tender fee of **Thirty Five thousand (35,000) FCFA.**

- A3. An attestation of a bank account in the name of the company (enterprise).
- A4. The original copy of a bid security in bidder's name (Bank caution/bid bond) of **four hundred and eighty thousand (480,000) FCFA** from a bank accredited by the Ministry of Finance and recognised by COBAC ("Commission Bancaire pour l'Afrique Central") (*see Model Form N° 04 for format*).
- A5. A certified copy of Tax payer's card (*must bear the current tax regime of the bidder*).
- A6. A certified copy of current Business Licence (**2025**"Patente") with a turn over up to or above the amount of the contract TTC. (*with tax regime same as in Tax payer's card*).
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit).
- A8. An original certificate of tax assessment certifying that the bidder owes no taxes.
- A9. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.
- A10. A certified copy of certificate of incorporation
- A11. An original Certificate of non exclusion from the public contracts by the Regulatory Organ of Public Contracts (ARMP).
- A12. An original attestation of site visit signed by the Managing Director of the company/enterprise or a Representative duly mandated *see Model form N° 13 for format*
- A13. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise
- A14. The Special Tender Regulations initialled and signed on the last page.
- A15. The Special Administrative clauses initialled and signed on the last page
- A16. Power of attorney where necessary
- A17. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises

2. ENVELOPE B-Technical Documents

Technical offer will contain:-

- Information on the qualification of the bidder.
- Methodology bearing the constituent elements of the technical proposal of the bidder such as:-
 - Methodological note on the analyses of the tasks involved
 - Organization of the company towards the accomplishment of the tasks.
 - Planning on which the company depends to accomplish the tasks
- Prove of acceptance of the conditions of the contract by putting visa on the administrative and technical documents such as the Special Administrative conditions ("CCAP") and the Special Technical Conditions ("CCTP")
- Commentary on the technical choice of the project and eventual proposal (*as the case may be*)

To this effect, it shall contain the documents cited below placed in that order:

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (<i>See Model form N° 12 for format</i>)	Attach certified copies of title deeds, receipts, etc. NB- The equipments and tools must be present at the site during each phase of the execution
B2	Personnel list	It shall contain: ☞ Works Supervisor: At least a Senior Civil Engineering Technician with at least 3 years' experience in the field of construction or Civil Engineering Technician experience with at least 5 years' in the building sector. ☞ Foreman: At least a BAC F4 holder or equivalence with at least 3 years' experience in the domain of building construction.	Attach for each person a CV (<i>signed and dated by the individual</i>) as well as a certified copy of highest diploma of each person concerned. Key Personnel shall include the Works Supervisor Works Foreman and other dependent on the bids of the candidate. NB-All key personnel must present commitment of availability duly signed &

			Photocopy of National Identity Card (see Model Forms N° 8 & N° 9 for formats)
B3	Methodology/ Organisation of works	Bids shall be assessed based on the technical understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise (<i>methodology of execution, work schedule, site installation, supply of materials, works to be sub-contracted, to the use of local manpower, HIMO etc</i>)	Date, signature and stamp of bidder at the end of document
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
B5	Site visit report	Site visit report containing coloured picture(s) of the Representative of the company conspicuously seen on site	Dated and co-signed by the Managing Director and Works Supervisor of the company (<i>see Model form N° 14 for format</i>).
B6	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and/or other civil engineering works realised.	Amount of works, copies of (1 st and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. (<i>see Model form N° 11 for format</i>)
B7	Technical specifications	Provided in tender file.	Initialled on every page and signed and stamp on the last page

3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender letter	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. (<i>see Model Form N° 02 for format</i>)
C2	Unit price schedule	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise official stamp.
C3	Bill of Quantities and Cost Estimates	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	Sub detail of unite prices	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page
C5	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.

Note:

- Plans provided with tender file should not be submitted.
- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- In case of offers for many lots for same invitation to tender, the bidder shall indicate the rebates he is capable of offering in case of an award for more than one lot.

ARTICLE 06: SUBMISSION OF BIDS (OFFERS)

Each offer written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in seven (7) copies that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach Benakuma Council Office, Service in charge of contracts award not later than **at 10am** local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:

OPEN NATIONAL INVITATION TO TENDER
N^o ____/ONIT/MINDDEVEL/NWR/MCH/BC/BCITB/2025 OF ____
FOR THE REHABILITATION OF THE FORMER BUILDING AT INTEGRATED HEALTH
CENTER (IHC) BENADE IN BENAKUMA MUNICIPALITY IN MENCHUM DIVISION OF
THE NORTH WEST REGION
(To be opened only during the bids opening session of the Tenders Board)

ARTICLE 07: ADMISSIBILITY OF BIDS:

Under pain of rejection, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the signing of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared inadmissible (null and void), especially offers containing a bid bond not issued by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority will be released no later than thirty (30) days after the period of bid validity for unsuccessful bidders. For the contractor (bidder to whom the contract is awarded), the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided and the corresponding amount refunded by the Bank upon presentation of the original bid bond.

Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of for the submission of tenders, that is, the tenders shall be valid for ninety (90) days with effect from their submission deadline.

NB: The contractor shall during site installation, present the originals of the respective certified documents for strict verification of their authenticity.

ARTICLE 08: OPENING OF BIDS (OFFERS):

Bids shall be opened by the Internal Tenders Board for Benakuma Council in a single phase on the _____ **at 11am** local time in the hall at the Benakuma Council Office. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

ARTICLE 09: EVALUATION CRITERIA

They include:-

(a) Eliminary criteria

Presentation of bids shall be subject to verification for compliance of administrative, technical and financial documents pertaining thereto shall be eliminary criteria. The following eliminary criteria fix the minimum conditions to fulfill to be admitted for evaluation of bids according to the essential criteria. The non respect of these criteria shall lead to the rejection of the bidder's bid.

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file
- Administrative documents more than 3 months old;
- Absence of original or properly certified administrative document or documents certified more than one time,
- False declaration or forged documents ;
- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance

NB: Bid bond for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than **75%** (*non-respect of 75% of the essential criteria*);
- Absence of quantified unit price (*omission of a unit price in the financial bid*).
- Proof of abandonment of any state project(s)

N.B: All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals.

(b) Essential criteria

They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

(i) Technical documents, the evaluation shall be binary (YES or NO) on the level of fulfilment of the criteria based on the following distribution of points:

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	06
EXPERIENCE OF THE COMPANY	09
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	08
TECHNICAL EQUIPMENT	05
METHODOLOGY FOR THE EXECUTION OF WORKS	10
TOTAL	38

NB:

-Any Bid that shall not obtain **75%** evaluation in the technical documents shall simply be rejected.

-Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).

-See Model form N° 15 for evaluation grid

The essential criteria are as in the table below:-

GENERAL PRESENTATION OF THE BIDS	<ul style="list-style-type: none"> - Table of content - Presentation of all documents in required order - Clarity of the documents - Availability of colour separators - Quality of the binding (<i>spiral binding with transparent fly-leaf on front cover recommended</i>) - Special Administrative and Technical Conditions present
EXPERIENCE OF THE CONTRACTOR <i>See Model form N° 11 for format</i>	<ul style="list-style-type: none"> - List of contracts realised successfully in similar domain in the last 3 years - At least ¾ of them in construction domain - Copies (first and last pages) of at least 3 of the contracts (<i>Jobbing Orders</i>) - At least 3 copies of minutes of provisional acceptance present, - At least 2 copies of minutes of final acceptance present

<p>QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY</p> <p>NB-All key personnel must present commitments of availability duly signed & certified by the personnel concerned See Model forms N° 8 & Form N° 9 for format</p>	<p><i>That is, Bidder's experience with similar works.</i></p> <ul style="list-style-type: none"> - Company's organizational chart - Project's organizational chart - List of personnel deployed to the project with works Supervisor being at least Senior Civil Engineering Technician with at least 3 years' experience or Civil Engineering Technician experience with at least 3 years' in the field of construction - Foreman being at least BAC F4 (GCE 'A' level Technical) in construction or equivalent with at least 3 years' experience in the domain of construction. - Certified copies of certificate(s) or diplomas of at least the key personnel (Supervisor and Foreman) relevant to the works concerned - Curriculum Vitae (CV) of the above personnel signed and dated by the individuals respectively (<i>see Model form N° 10 for format</i>). - Commitment forms of Supervisor and Foreman (<i>see Model form N° 09 for format</i>). <p><i>That is, Qualification, skills and professional experience of key personnel relevant to the works.</i></p>
<p>TECHNICAL EQUIPMENT</p> <p>NB- <i>These equipments and tools must be present at the site before and during each phase</i> See Model form N° 12 for format</p>	<ul style="list-style-type: none"> - The list of equipment for the project - List of tools for the project - Proof of ownership or performance invoices that are to be hired. - Description of equipment (giving mark, registration ,etc) - Evidence of normal functioning of equipment - A statement of present location of equipment <p><i>That is, Compliance with technical specifications of the tender file as well as equipments and tools vital for the execution of the works.</i></p>
<p>METHODOLOGY FOR THE EXECUTION OF WORKS</p>	<ul style="list-style-type: none"> - Description of the organization of worksite and methods of execution of works with technical details - The planning (schedule of the execution of works) - Site visit attestation (<i>see Model form N° 13 for format</i>). - Site visit report (<i>see Model form N° 14 for format</i>). - The duration for the execution of the works - Environmental protection - Security measures on site - Appropriate technical specifications <p><i>That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.</i></p>

(ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

ARTICLE 10: VALIDITY OF OFFERS:

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

ARTICLE 11: AWARD OF THE CONTRACT:

The contract shall be awarded to the lowest bidder who must have fulfilled the administrative, technical and financial requirements.

ARTICLE 12: COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the service for the Contracts Award at the Benakuma Council office.

ARTICLE 13: AMENDMENT TO THE INVITATION TO TENDER:

The Contracting Authority may at any time, amend this invitation to tender. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

Benakuma, the _____

Copies : <ul style="list-style-type: none">- CHAIRMAN, Internal Tenders Board,- ARMP Bamenda (for publication and filing)- Divisional Delegate of Public Contracts- Service for the award of Contracts (for filing)- CRTV- Local Radio House(s), to facilitate publicity- BILL BOARDS- CHRONO	THE LORD MAYOR BENAKUMA COUNCIL (Contracting Authority)
---	--

DOCUMENT N° 04

THE SPECIAL ADMINISTRATIVE CONDITIONS

CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS	
CHAPTER I	GENERAL PROVISIONS
Article 1	Purpose of the Invitation to tender
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the Invitation to tender
Article 5	Funding
Article 6	Constituent documents of the Invitation to tender
Article 7	Definition and duties
Article 8	Representative of the Contractor (Entrepreneur)
Article 9	Content of works
Article 10	Service order and correspondence
Article 11	Knowledge of the site, general conditions of tasks and residence of the Contractor
Article 12	Consistency of tasks, Time-limits for execution / time-limits for mobilization
CHAPTER II	EXECUTION OF TASKS
Article 13	Obligation of the Contracting Authority
Article 14	Role and responsibility of the entrepreneur (Contractor)
Article 15	Insurance and protection of the site
Article 16	Planning of work and Sub-contracting
Article 17	Construction drawings and documents
Article 18	Equipment and personnel to be put in place
Article 19	Replacement of key personnel
Article 20	Modification to structures and temporal suspension of execution
Article 21	Materials
Article 22	Demolition of faulty structures and unapproved materials
Article 23	Rights and patents
Article 24	Work phases
Article 25	Access to the site
Article 26	Duties of the Project Engineer
Article 27	Project site meetings
Article 28	Project record
Article 29	Putting the site at the disposal of the Contractor
Article 30	Security measures
Article 31	Environmental protection

Article 32	Cleaning of the site
Article 33	Operations required before acceptance
Article 34	Provisional acceptance
Article 35	Period of guarantee
Article 36	Maintenance during the period of guarantee
Article 37	Final acceptance
Article 38	Laws governing labour
CHAPTER III	FINANCIAL CONDITIONS
Article 39	Amount of the Contract (<i>Jobbing Order</i>)
Article 40	Price consistency
Article 41	Sub-detailed prices
Article 42	Additional work - variation in the volume and nature of tasks
Article 43	Payment
Article 44	Start-off advance
Article 45	Guarantees
Article 46	Price Revision
Article 47	Stamp duty and registration
Article 48	Tax and customs regime
Article 49	Penalties
CHAPTER IV	FINAL PROVISIONS
Article 50	Risks, reserves and force majeure
Article 51	Settlement of disputes
Article 52	Termination of Contract
Article 53	Special commercial charges
Article 54	International transports
Article 55	Validity and entry into force of the Jobbing Order
Article 56	Information to be posted

THE SPECIAL ADMINISTRATIVE CONDITIONS

CHAPTER I: GENERAL PROVISIONS

Article 1: PURPOSE OF THE INVITATION TO TENDER

The purpose of this invitation to tender is the construction of a block of two classrooms at Government Nursery School Benakuma, BENAKUMA COUNCIL in Menchum Division, North West Region.

Article 2: LAWS AND RULES APPLICABLE

The laws and rules applicable are those in force in the Republic of Cameroon.

Article 3: MODE OF CONTRACT AWARD

The contract shall be awarded following an Open National Invitation to Tender in accordance with Decree No. 2018/366 of 20 June 2018 to lay down the Public Contracts Code.

Article 4: LANGUAGE(S) TO BE APPLICABLE IN THE JOBBING ORDER

English and/or French shall be the languages applicable in the Jobbing Order arising from this invitation to tender.

Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded through the 2019 Public Investment Budget under the supervision of the Ministry of Basic Education.

Article 6: CONTENT OF THE JOBBING ORDER

It shall be composed of:-

Title I: The Special Administrative Conditions,

Title II: The Special Technical Conditions,

Title III: The Unit Price Schedule and

Title IV: The Detailed Cost Estimates (Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.

with general reference texts being:-

- Law N° 96/12 of 5th August 1996 on the management of environment;
- Decree No.2002/030 of 28th January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Order N° 093/CAB/PM of 5th November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16th April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree No. 2018/366 of 20 June 2018 to lay down the Public Contracts Code;
- Circular N° 004/CAB/PM of 30th December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13th February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31st January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Order N° 22/CAB/PM of 2nd February 2011 to lay down conditions for the recruitment Individual consultants;
- Decree N°2012/076 of 8th March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23rd February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;
- Circular letter N°001/CAB/PR of 19th June 2012 relative to the award and the control of the execution of public contracts.
- Decree N° 2013/27 of 5th August, 2013 modifying and completing certain dispositions of Decree N° 2012/074 of 8th March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Letter N° 0005193/L/PR/MINMAP/CAB of 24th October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N° 038 CAB/PM of 15th May 2014 putting in force model tender files for the award of public contracts.
- Circular letter N° 00004077/LC/MINMAP/CAB of 23rd July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.

- Circular N° 00013995/C/MINFI/ of 31st December 2024 bearing instructions relating to the execution of Finance Laws, the Monitoring and Control of the execution of the Budget of the State, Administrative Public Establishments, Regional & Local Authorities & other Subsidized Bodies for the 2025 Financial Year.
- Norms in force in the Republic of Cameroon and Other texts specific to contracting fields
- Other instruments specific to the domain concerned with the Contract.

Article 7: DEFINITIONS OF DUTIES

For the implementation of the provisions of this invitation to tender:

1. **The Contracting Authority** is the Lord Mayor for BENAKUMA Council who shall be the Signatory Authority of the contract arising from this invitation to tender. He shall be responsible for the conservation of the originals of the Jobbing Order and the transmission of copies to ARMP through the focal point designated to that effect.
2. **The Project Owner**, that is, the Mayor of BENAKUMA Council who shall take part in the award and follow-up of the execution of the project in collaboration with the Project Engineer and the Control Service at the Divisional Delegation of Public Contracts for Menchum.
3. **The Authorizing Officer**, that is, the Mayor of BENAKUMA Council who shall address to the Divisional Delegate of Public Contracts for Menchum, periodic reports on the partial payments made, if any. These reports shall present the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.
4. **The DD MINDDEVEL for Menchum**, that is, the Project Manager who shall in collaboration with the Project Engineer approve the execution program submitted by the Contractor and ensure the technical specifications are respected during the execution and submit in maximum every two weeks, reports to the Contracting Authority through the Project Engineer.
5. **The Project Engineer** is the Divisional Delegate of MINDHU for Menchum who shall be in charge of approbation of execution documents, supervising and controlling the technical execution of the works. He shall as well ensure he plays his roles spelled out in Article 26 of these Administrative Conditions and prepare documents for payments.
6. **The Control Brigade** shall be that of the Divisional Delegation of Public Contracts for Menchum. It shall carry out routine control of the execution of the specifications of the contract(s) as per its attributions and channel technical advices to the contractor through the Project Engineer and Project Owner. It shall within a maximum of seventy two (72) hours forward to the Contracting Authority a report of each control mission carried out.

Article 8: REPRESENTATIVE OF THE CONTRACTOR

- 8.1- Within fifteen (15) days that follow the date of notification of the service order to begin work, the contractor shall confirm the site foreman who shall have the right of representation and sufficient authority to direct the site. Signed by the contractor, this confirmation shall be addressed by letter to the Project Engineer copying the Contracting Authority. Within 8 days, the confirmation shall be considered approved if the Contracting Authority does not give objection to it.
- 8.2- For the execution of the present invitation to tender, the contractor "elects Residence in the Sub Divisional Headquarters of Menchum valley Sub-Division". In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) the Divisional Office of Menchum valley Sub-Division of execution of the project.
That is, within ten (10) calendar days following notification of the service order, the contractor shall be bound to ensure the foreman who shall have sufficient powers for representation and decision to lead the works is permanent on site. Information on the presence of the foreman on site shall be addressed by letter to the Project Engineer.

Article 9: CONTENT OF TASKS TO BE EXECUTED

The tasks which form the subject of this invitation to tender are spelt out in the Special Technical Conditions.

Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES

Exception of Service Orders patterning to warnings and remedial actions during the guarantee period, other services shall be signed by the Contracting Authority in at least five (05) copies and notified to start works by the Project Owner relating to the normal execution period of works. The Project Owner shall transmit copies of the notified Service Order to the Contractor, Contracting Authority, Project Engineer and the Public Contracts Regulatory Organ.

REMARK: *The Contracting Authority shall have the right to notify service orders signed by him that are to be notified by the project owner in case this is not done within 30days.*

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the Project engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the Project engineer.

Hence, Service Orders on warning notices will be signed by the Project Owner and transmitted to the contractor with copies to the Contracting Authority and the Project Engineer while those on remedial actions during the guarantee period shall be signed by the Project Engineer with copies addressed to the Contracting Authority and Project Owner. Any of such Service Order shall only take effect when the Contractor acknowledges having received.

Correspondences

All communication between the any parties (Contracting Authority, Project Owner, Contractor, Contract Engineer, Project Manager, etc) relating to the execution of the contract shall be exclusively by writing. They shall be sent by mail, telegrams, telex, fax, e-mails submitted against acknowledgement of receipt at the appropriate addresses indicated by the parties to this effect. It shall hence be prohibited any communication between the contracting authority and the contractor relating to the execution of the work which is not confirmed in writing

The contractor will address all written notifications or correspondences to the Project Engineer with copies addressed to the Contracting Authority and Project Owner/Authorizing Officer.

NB:-The contractor has ten (10) days within which to give observations on all Service Orders received.

The fact of giving out some reservations does not free the company from executing the Service Orders received.

Article 11: KNOWLEDGE OF THE SITE, GENERAL CONDITIONS OF TASKS AND RESIDENCE OF THE CONTRACTOR

The contractor (entrepreneur) in order to make concrete performance proposals shall be expected to have at his expense visited and acquainted himself with the project site, the effective tasks to be accomplished and the surroundings so as to have adequate knowledge of all its features, the nature of tasks to be executed, the type of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:-

- The general conditions of execution of tasks and in particular the specific needs.
- The proper physical conditions of the project site (the nature of soil, the nature and quantity of materials met on the surface or likely to be met underground, etc).
- The local, normal and exceptional meteorological and seismic conditions: their consequences (water erosion, the possibilities of flooding and the position of the water table).
- The local conditions, particularly those of supplying and storage of the materials.
- The means of communication, transportation, and the supply of water and electricity.
- The possibility of sufficiently providing the qualified manpower.
- All constraints resulting from the social legislation, the fiscal and customs regime applicable to him.
- The possible presence of nearby enterprises also executing distinct contracts.
- The obligation to conform himself to the hygienic and security plans as well as to the yard regulation and to the staff's security and discipline.

The contractor shall within fifteen (15) days from the date of notification of the service order to start execution be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his company shall be validly done in the office of the Mayor, Benakuma Council where the project is being executed.

Conclusion- The contractor must obtain all information concerning the risks and the circumstances likely to influence the conditions of execution of works or their prices. To this effect, he shall not be able to take advantage of any mistake, omission or imprecision contained in the clauses of the Jobbing Order at his own cost. He will regularize if the case arises, the damages without intervention of the administration.

Field inspection of the installations of preliminary works like the information to be posted on site, fencing of the site, etc and installation of the contractor with his/her personnel shall within fifteen (15) days from the date of notification of the service order to start execution be carried out by Commission comprising of:

- The Project Owner----- Chairperson
- The Project (Contract) Engineer----- Secretary
- The Divisional Delegate of MINEPAT Observer
- The Chief of service for Contracts, Benakuma Council----- Member
- The Project Manager----- Member
- The DD MINMAP or his representative----- Observer
- The Contractor ----- Member
- The village Chief or RepresentativeObserver, if need be

Remark: *-An installation report shall be prepared by the Project Engineer on the site and signed by at least 2/3 of the commission members on site as well.*

-If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000th the cost of the contract (ATI).

-In no circumstance shall the cost of installation be more than 10% the cost of the initial contract.

the Contractor at the end of execution. The installation material shall become the property of the Beneficiary Administration because the material has been paid for in the cost estimate contain the contract.

CHAPTER II: EXECUTION OF THE TASKS

Article 12: CONSISTENCY OF THE WORKS, TIME-LIMITS FOR EXECUTION/TIME-LIMITS FOR MOBILIZATION

The tasks that form the subject of the present invitation to tender, consist of all works foreseen in the bill of quantities estimated for the rehabilitation of the former building at Integrated Health Center (IHC) Benade, Benakuma Council in Menchum Division, North West Region

Time-limits for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realization of tasks;

Under no circumstances shall the duration for execution exceed **ninety (90) calendar** days except in the situation of Force Majeure. Since a contract whose execution duration is maximum one (01) year can not undergo price revision, price revision shall not be tolerated during the execution of this project.

Time-limits for mobilization shall run as from the date of reception of the service order to start work. Within this time, the contractor shall not modify any of his unit prices. A copy of the service order shall be forwarded to the Contracting Authority, signatory of the contract.

Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the contractor submit two (02) original copies of the registered contract and three (03) photocopies of the registered contract within a maximum duration of thirty seven (37) days as from the date of notification of the contract otherwise he/she (the contractor) will be sanctioned. The copies will be distributed as follow:-

- One original copy to the office of the Contracting Authority
- One original copy to the office of the Regulatory Organ (*copy to be given to the CA*)
- One photocopy to the office of the Control Brigade, D.D. MINMAP Menchum (*copy to be given to the CA*)
- One photocopy to the Divisional Delegation, MINEPAT Menchum (*copy to be given to the CA*) and
- One photocopy to the office of the Chief of Contracts Award (*copy to be given to the CA*)

Article 14: ROLE AND RESPONSIBILITY OF THE CONTRACTOR (ENTREPRENEUR)

The contractor shall provide to the Contracting Authority two (02) original copies of the registered contract and three (03) photocopies of the registered contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Project Engineer and Project Owner. The contractor has as mission to assure the execution of tasks under the control of a Project Engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of tasks. Tasks will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

Hence:

*He shall within the thirty(30) days from date of notification of the service order to start work, submit to the Chief of Service of the Contract for approval an execution program otherwise he shall pay penalties

amounting up to 1/5000th of the contract amount (ATI) for every calendar day of lateness. These penalties shall equally be applied in case of delays after the deadline attributed for corrections to be made on the execution program. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program; In no circumstance shall the execution program be rejected more than two (02) times.

- *He shall fulfil his fiscal duties to the staff deployed for the execution of the tasks and shall put in place an installation and ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site;
- * He shall be held responsible therefore for any damage that may occur on the material and people on the site because of his works until the end of the period of guarantee;
- *The contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, agents of the Project engineer, his material for the realization of the contract arising from this present invitation to tender, during the execution of the tasks;
- *He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project;

NB:

- The contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.
- Regular site meetings shall be held at the initiative of the Project engineer. The participation of the site Foreman at site meetings shall be obligatory. To this effect, the contractor shall keep a site register that shall be available to the project engineer and contractor's representatives.
- The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Article 15: INSURANCE AND PROTECTION OF THE SITES

Civil liability

The contractor shall prove that he has taken out an insurance policy for damages of all sorts caused to third parties

- by his personnel,
- by the equipment used;
- Surrounding properties.

Comprehensive risks insurance

In addition, all the works under the project shall be covered by a comprehensive risks insurance issued to the contractor by a company approved by the competent authority.

Within fifteen (15) days as from the date of notification of the contract before the start of execution of works, the contractor shall present to the Chief of Service for the Contract for approval and reporting to the Contracting Authority an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this invitation to tender otherwise all execution activities will be suspended without suspending the execution deadline. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated.

Protection of the site

The contractor shall be bound to ensure protection and safe-guarding of his construction site. He shall make sure that the populations stay away from the site, notably by demarcating the site clearly. He shall be held responsible for any accident that may occur on the sites and affecting the populations.

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

Within ten days from the date of notification of the service order to begin works, the contractor shall submit to the Project Engineer the program of works (planning) in five copies for approval. The contractor shall constantly update the planning of works, considering the advancement on site. Any important modifications to this program will only be applied after having received the project engineer's prior agreement. It shall be established every month end at the contractor's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The contractor may assign execution of part of the contract to one or several sub-contractors provided he mentioned it clearly in his bids in terms of qualifications, references of the Sub Contractor envisaged and percentage of the initial contract amount and its additional clauses to be sub contracted. All subcontracting to a third party for the execution of a part of the works foreseen in the contract arising from this invitation to tender shall be subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the initial contract amount and its additional clauses. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

Remark: Penalties of 1/5000th the initial contract amount shall be applied on any stakeholder who delays from seven (07) days and above the process required to validate the subcontracting.

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS

Detailed drawings and other documents necessary for the execution of works shall be drawn up by the contractor based on the documents of the tender file.

These drawings shall be submitted to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked and completed, if necessary, by the contractor who shall then give them to the Contracting Authority at least eight (08) days before the start of works. Within seven (07) days, the Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Contracting Authority shall be considered as having given his approval.

The approval of the Contracting Authority shall in no way reduce the responsibility of the Project Engineer for designing and executing the works.

Before the provisional acceptance, the contractor shall furnish to the Project Engineer three (03) copies of the working plans for the works actually done including a clear original copy.

That is, plans of details and other necessary documents for the execution of works will be established by the contractor on the basis of the technical file. Before the final reception, the contractor will hand to the project engineer three (03) copies of the plans of works really executed ("plan de récolement") called as-built-plan with one clear original.

Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT

The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this invitation to tender shall be subject to the prior written approval of the Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or in case of equipment, with of equal performance and in good working condition.

Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.

If the Project Engineer requests for the replacement of a worker for serious misconduct duly recorded by both parties, the contractor shall immediately replace the said worker at his own expense.

Article 19: REPLACEMENT OF KEY PERSONNEL

The Chief of Service of the Contract shall in collaboration with the Project Engineer verify and be sure that the key personnel (supervisory staff) on the execution site are those mentioned in the bids of the contractor and in case of replacement, the qualities of the personnel proposed shall at least be equal to that of the staff replaced in terms of qualification, experience and competence otherwise such replacement shall attract penalties of 1/5000th the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The unit price of the new personnel shall be more by 25% that of the initial price. However, in case of any accident or illness, the contractor shall immediately replace the personnel in question without delay and inform the Project Engineer, Project Owner and Contracting Authority through the Chief of Service of the contract. The charges emanating from such replacement shall be born by the contractor and shall not interrupt execution. Hence, the above penalties shall not apply for situations of force majeure such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.

Article 20: MODIFICATION TO STRUCTURES

During execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works without financial incidence necessary for the proper execution and successful outcome of works. However, this shall be the subject of additional clauses and shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special Administrative Conditions.

Article 21: MATERIALS

The contractor shall, at his own expense, look for extraction sites of materials necessary for the execution of works if it is incumbent on him to supply materials.

The materials shall comply with the Special Technical Conditions. They shall be subject to tests and trials that the Project Engineer may prescribe in accordance with the specifications of the contract.

The contractor's means of control, put in place by him at his own expense, shall enable him to carry out the extraction, preparation or production on site, as well as on the construction site, to ensure constant, regular and permanent control.

Article 22: DEMOLITION OF FAULTY STRUCTURES AND UNAPPROVED MATERIALS

The Project Engineer shall have the right to order in writing:

- 1) Removal from the site within forty-eight (48) hours of all materials considered non-compliant with the specifications of the contract and their replacement by the right materials approved following laboratory tests.
- 2) Proper demolition and reconstruction of any structure or part of structure considered non-compliance with the requirements of the contract, with regard to the mode of execution as well as the materials used.

In case of non-compliance, expenses shall be charged to the contractor.

Article 23: RIGHTS AND PATENTS

The contractor shall, if necessary, agree with owners or holders of patents whose processes he has applied or intend to apply. He shall pay the required royalties and protect the Contracting Authority against any legal proceedings in the matter.

Article 24: WORK PHASES

The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work plan.

Article 25: ACCESS TO THE SITE

The Project Engineer and any other person authorized by him may, at any time, have access to works, on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works come from.

Moreover, as part of the duty of checking the effectiveness of works, duly mandated representatives of bodies in charge of payment shall have access to the site and to any information necessary for the achievement of this mission.

Article 26: DUTIES OF THE PROJECT ENGINEER

The duty of the Project Engineer is to ensure that works are executed properly and in accordance with the terms and conditions of the contract. The Project Engineer shall not relieve the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Contracting Authority or order any significant modification to the structure to be constructed. The Project engineer shall have the power to prepare and sign orders for technical services.

At the request of the Contractor and Project Engineer, counter-records may be drawn up to fix quantities for some structures. Such records shall be needed in case a structure may not be measured again.

The Project Engineer shall have the following duties:

- Ensure in collaboration with the Chief of Service of the contract, the approbation of execution documents within seven (07) days otherwise Administrative Sanctions as per the regulations in force shall be applied on him;
- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

Article 27: PROJECT SITE MEETINGS

Project site meetings shall hold on regular basis at the initiative of the Project Engineer. Since it shall be a works contract, project site meeting shall take place every week during which the report of each meeting shall be signed on the site by the participants who shall each have right to a copy. A copy of the report shall be forwarded to the Project Owner for appraisal and intervention on points not resolved, susceptible to perturbate the smooth running of the operations. The contractor shall be bound to attend these meetings. Refusal to transmit the report shall attract penalties of 1/5000th per report, the cost of the contract of the Project Engineer as the case may be.

Article 28: SITE RECORD

A project record shall be kept by the contractor and put at the disposal of the Project Engineer or contractor's representative.

On a daily basis, entering in this record it shall include the following details:

- Administrative procedures relating to the execution and settlement of the contract (notifications, trial results, daily statements);
- Weather conditions;
- Receipts of materials and authorizations of all sorts;
- Incidents or details of all sorts having some interest with regard to the future handling of the structures or the actual duration of works;
- Works done during the day, the personnel and material used;
- Works progress;
- Required prescriptions;
- Detailed quantities of works;
- Works done by sub-contractors;
- Non-compliances;
- Official visits.

The contractor may also record incidents or remarks that are likely to give rise to complaint on his part.

This record shall be countersigned by the Project Engineer and the foreman following each visit to the site, and visaed after each project meetings. For any claim that the contractor may make, only events or documents mentioned in due time in the project record shall be taken into consideration. Any refusal to present, or any attempt to destroy all or part of this journal or to forge it, shall give rise to sanctions. Whatever the case, the contractor shall not take advantage of the impossibility to consult the project record.

Article 29: PUTTING THE SITE AT THE DISPOSAL OF THE CONTRACTOR

All the provisional structures necessary for the execution of works such as offices, garage, workshops, and accommodations for personnel, quarries, borrow pits and paths shall be constructed only on premises approved by the Project Engineer in agreement with the administrative and traditional authorities of the locality.

Within the limits of their powers, the administrative or traditional authorities of the locality shall put at the disposal of the contractor, free of charge and for the duration of works, the State private or public property necessary for the project. State property put at the disposal of the contractor shall be cleaned at the end of works.

Article 30: SECURITY MEASURES

The contractor shall have the duty to supply and maintain, at his own expense, any lighting, security, fence and guarding device necessary for a proper execution of works as demanded by the project Engineer

Article 31: ENVIRONMENTAL PROTECTION

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environmental Management.

He shall particularly comply with the Special Technical Conditions relating to environmental protection.

Article 32: CLEANING OF THE SITE

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance, that is, before signing the payment documents ("décompte") or latest before approval of the general and final statement of works.

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE

The Contractor shall request in writing to the Project Engineer, the organization of a technical visit (*pre-technical acceptance*) before technical acceptance. The visit shall include, among others, the following operations:

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

During this pre-technical acceptance, the Project Engineer may identify reserves and recommend tasks to be accomplished before the date of technical acceptance. The Contractor shall request for technical acceptance by writing to the Project Engineer with copy to the Contracting Authority. The agreed date shall be communicated to the other technical committee members. The commission for technical acceptance shall be composed of:-

- A Representative of the Project Owner ----- Chairperson
- The Project Engineer Secretary
- The Contractor Member

Remark: *The technical acceptance report shall be prepared by the Project Engineer on the site and signed by at least 2/3 of the commission members on site as well. Technical acceptance shall mark the end of execution of works. Hence, if the Contractor was already within the penalty zone, counts of calendar days overrun shall stop on the day of technical acceptance. In case of delay of technical acceptance caused by one or more members of the commission, the date that was agreed upon and communicated to all members shall mark the end of counts of calendar days overrun.*

Article 34: ACCEPTANCE (Provisional acceptance)

After technical acceptance, the Contractor shall request for acceptance by writing to the Project Owner with copies to Project Engineer and Contracting Authority. It shall be recommended to the Project Owner by the Project Engineer and the date for it shall be agreed upon based on confirmation from the Contractor. The Project Owner shall then invite members of acceptance committee made up of:

- The Project Owner or Representative----- Chairperson
- The Project Engineer..... Secretary
- The Chief of Service for Contracts, Benakuma Council..... Member
- The DD MINMAP or his representative..... Observer
- The Project Manager..... Member
- The Contractor..... Member
- The Stores Accountant..... Member
- The Village Chief or RepresentativeObserver, if need be

During acceptance, the committee shall examine the reports of the pre-technical and technical acceptances and carry on the acceptance if appropriate. The Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works;
- Acceptance of works with reserve;
- Acceptance of works without reserve.

Remark: *A reception report shall be prepared by the Project Engineer on the site and signed by at least 2/3 of the commission members on site as well.*

Article 35: PERIOD OF GUARANTEE

This period shall last for twelve (12) months as from the date of provisional acceptance. The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed.

Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE

During the period of guarantee, the Contractor shall carry out periodic visits (*maximum every three months*) and carry out at his expense repairs in due time of any disorder that may occur as a result of defects in the structure. Hence, before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Project Engineer. The contractor shall within twenty (20) days from date of information carry out the repairs identified by the Project Engineer and/or Project Owner. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

Article 37: FINAL ACCEPTANCE

After visiting the site, the acceptance committee shall examine the report of provisional acceptance and carry on the final acceptance if appropriate. The final acceptance shall give rise to an acceptance report signed on the spot by all the parties.

The Acceptance Committee shall be made up the same personalities as in case for provisional acceptance

During final acceptance, the Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works because of reserves identified;
- Acceptance of works without reserve.
- In case of refusal, a time limit shall be given by the committee, during which the contractor shall accomplish the reserves and request the Project Engineer to off-lift of the reserves for a new acceptance to be carried out.

Remark: *An acceptance report shall be prepared by the Project engineer on the site and signed by all the members on site as well.*

Article 38: LAWS GOVERNING LABOUR

The contractor shall abide by the laws governing labour in the Republic of Cameroon and as well in its own organization in the implementation of the contract. As far as possible, he shall give pride of place to Cameroonians during recruitments. If in Cameroon, these laws, regulations, administrative and fiscal obligations in force are changed after the signature of the contract, the eventual costs will be borne by the contracting parties.

Article 39: AMOUNT OF THE CONTRACT

The amount of the contract (.....*Francs CFA, ATI*) shall be stated in the detailed cost estimates, on the flyleaf and on the signature page. The detail cost estimate shall include total without taxes, Value Added Tax (VAT), Income tax (AIR), total taxes, total with taxes inclusive (ATI) and net payable.

Article 40: PRICE CONSISTENCY

The Contractor's prices stated on the unit price schedule shall be considered as having been set on the basis of the economic conditions prevailing in the Republic of Cameroon during the month preceding that of submission.

The contractor shall be considered as having perfect knowledge of all the constraints relating to the execution of works and all the conditions that may influence this execution, as he must have personally been to the site before submitting his bid, notably:

- the nature and quality of the land and soils;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood ;
- presence or absence of a Development association in the village.

The amounts of the price list comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of the contract arising from this invitation to tender;
- Prospecting for sources of materials, extraction, storing , drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices on the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

Article 41: SUB -DETAILED PRICES

The contractor shall have provided in his bid, the price sub-detail schedule drawn up in accordance with the rules in force and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

Article 42: ADDITIONAL WORKS - VARIATION IN THE VOLUME AND NATURE OF WORKS

In case of increase of the volume of works or structures not provided for in the contract, no extra bill shall be accepted on additional works executed by the contractor unless a Service Order issued.

Unit prices of the Price Schedule shall be applied if the additional works are accepted. The validation of these prices shall give rise to an additional clause. Shall be considered as new, any price not provided for in the unit price schedule or the detailed estimates of the contract.

Article 43: PAYMENT

Within the meaning of the security regime laid down by decree No. 2004/275 of 24 September 2004, the following definitions of duties shall apply:

- (a) The Contracting Authority shall make sure all taxes appear on the contract and are deducted in the payment documents ("decompte");
- (b) The Divisional Delegate of Public Contracts shall visa the payment documents before any payment can be effected;
- (c) The Municipal Treasurer shall be in charge of payments;
- (d) Security shall be subject to the rules governing public contracts and
- (e) Payments shall be done by bank transfer.
- (f) The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments
- (g) Each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the Project Owner or the Project Engineer.

In respect of the above:-

*** Mode of payment of works executed**

In view of the application of the law on collateral prescribed in the Decree N° 2004/275 of 24 September 2004, the contractor shall be paid through accounts drawn up by applying the prices on the unit price schedule for tasks actually accomplished. In order to realize this:-

- The Project Engineer and the Contractor shall periodically draw a joint statement summarizing and setting the quantities achieved and record for each heading. Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account (bill) may give right to payment;
- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts;
- After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed. The draft final account which shall be the summary of the periodic statements of account shall be submitted by the contractor for verification and approval by the Project Engineer and once approved by the Project Engineer the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts;
- At the end of the period of guarantee, the Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. The guide on how this account shall be established shall be provided by the Contracting Authority who shall depend on how the Contractor respected his commitments during the guarantee period;

- The signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests;
- Default interests shall be paid by statement of the amounts owed;
- The currency of the tender and payment shall be the CFA Franc.
- The bill of taxes will be paid into the state coffers. Only amount without taxes will be paid to the contractor in such a way that 98.9% shall be paid in the account of the contractor and 1.1% shall be paid in the public treasury.
- Upon presentation of an account drawn up by the contractor in seven (07) copies including the stamped original copy, the Project Engineer shall after verification finalize and transmit to the Authorizing Officer (the Mayor BENAKUMA Council) who in turn shall verify and sign as a means to order for payment and transmit to the Divisional Delegate of Public Contracts for Menchum. The Divisional Delegate after verification and concluded good for payment shall affix a VISA and transmit to the Municipal Treasurer- BENAKUMA Council who shall commit the State of Cameroon for payment to be carried out as defined in the contract in respect to the information on the credit card;

Each request for payment shall include the following documents:

- Seven copies of the final account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work (“attachment”) signed by the Project Engineer and bearing the visa of the authorising officer ;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
 - An attestation of non-indebtedness;
 - A location plan
 - An attestation of localisation;
 - A Taxpayer’s card;
 - A Business licence;
 - A clearance attesting to the payment of taxes;
 - An attestation of solvency (non-bankruptcy), also called certificates of incorporation;
 - A Clearance Certificates issued by the National Social Insurance Fund (“CNPS”).
 - An attestation of Bank account;

REMARK: Payment on account may be spread over the duration of the execution of the jobbing order according to technical execution phases as defined in the jobbing order. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5th of the every month following the works executed transmit seven (7) copies of the partial invoices to the Project Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINFI.

*** Venue of payment of works executed**

It shall be carried out by the Municipal Treasurer of Benakuma Council.

Article 44: START-OFF ADVANCE

The Contractor through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a so-called “start-off” advance or advance “for

purchase of building materials". The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial contract price (*i.e. all taxes inclusive*) but the advance must be guarantied at 100% by a Bank recognized by Cameroon Ministry in charge of Finance or a First Rate financial institution. This advance may be released after the notification of the Service order to start the work. It's reimbursed by deduction done at 50% on each payment on the account ("décompte") made to the contract holder during execution as from when works must have been executed more than 40% of the contract and must be totally reimbursed not later than when the execution of the contract must have reached 80%, i.e. when the value of the basic price of the goods & services rendered shall have reached 80% of the contract price. Following of the rate of reimbursement of the advance, the Contracting authority shall authorize the payment of the corresponding part of the contract upon written request. Whatever be the case, the reimbursement must be completed one (01) month before the date of expiration of the contractual period. As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

Article 45: GUARANTEES

Any Structure having issued a guarantee to a Contractor must undertake to pay on the order of the Contracting Authority, the amount corresponding to the guarantee in case of default on the side of the Contractor.

a) Final bond

The final bond (*final surety*) of the contract referred to as security in guarantee for complete execution shall be provided within twenty (20) days as from the date of notification of the contract and in any case before the first payment and/or before the expiry of the bid bond. It shall be addressed to the Contracting Authority who shall then act as the Beneficiary, reason why he shall be one to keep it. The amount of the final bond shall be 2% of the value of the initial contract, all taxes inclusive (ATI). The bid bond shall only be returned to the contractor by the Contracting Authority once the final bond has been provided. The Bank that issued shall refund corresponding amount upon presentation of the original bid bond by the Contractor.

Remarks:

- *The final bond may be replaced by a bond (bank guarantee) issued by a first-rank banking institution approved by the Ministry in charge of Finance.*
- *As concern Small and Medium Enterprises constituted of National Capital and managed by Nationals, the final bond may be replaced by a Statutory Lien bond (bank guarantee) issued by a first-rank banking institution approved by the Ministry in charge of Finance.*
- *The final bond shall be released upon written request of the contractor after completion of works proven by technical acceptance minutes duly signed by all the members of its committee.*
- *The final bond shall be addressed to the Contracting Authority who shall then act as the Beneficiary.*
- *In case where the Contractor does not provide the final bond within the twenty (20) days, he shall pay penalties amounting up to 1/5000th of the contract amount (ATI)*

b) Retention Bond

The retention bond (*Performance bond*) of the contract referred to as security in guarantee for proper execution shall be the sum deducted (blocked up) from the amount on account during each payment made to the Contractor. After provisional acceptance, the guarantee period of this project shall be **one year** during which the Contractor shall be expected to carry out period visits every three months to carry out corrections of imperfections or defects. The amount of the retention bond shall be 10% of the value of the initial contract (all taxes inclusive), increased if need may be, by the value of the additional clauses.

Remarks:

- *The retention bond may be replaced by a bank guarantee issued by a first-rank banking institution or financial body approved by the Ministry in charge of Finance.*
- *The retention bond shall only be refunded to the Contractor upon a Release Order issued by the Contracting Authority after fulfilment of the contractual obligations by the Contractor proven by final acceptance minutes duly signed by all the members of its committee. The Release Order must be issued within thirty (30) days from expiration of the guarantee deadline or where the contract has no such deadline, following the final acceptance of works otherwise if there is no notification from the Contracting Authority to the Contractor for having not honoured his obligations, the Competent Structure shall undertake to refund the guarantee or release the bond upon a simple request from the Contractor. In the case of notification, the end of the commitment of the bond shall only be put into effect by a Release Order issued by the Contracting Authority. After the expiry of the deadline, the bond shall cease from having any effect even in the absence of the release.*
- *If for any reason, the Contractor refuses to carry out corrections of imperfections or defects during the period of guarantee, the Contracting Authority, Project Owner and the Project Engineer shall have the right to carry out the corrections using any other contractor who shall be paid using the amount retained for the retention bond at the expense of the main by virtue of the contract.*

Article 46: PRICE REVISION

In respect to the maximum works execution deadline of three months defined in the tender, the prices shall be concluded firm and so shall be final and unchangeable. As well the contract arising from this tender shall not be subject to price revision.

Note should be taken that the contract amount that shall arise from this tender shall be lump sum. Hence, possible differences noticed for each type of structure or each element of the structure between the quantities in the cost estimates and the quantities effectively executed shall not lead to the modification of the said contract amount. This applies to errors that the cost estimates may include. The contract shall be paid on the basis of approved plans by the contracting parties.

Article 47: STAMP DUTY AND REGISTRATION

Seven (7) original copies of each constituent document of the contract arising from this invitation to tender shall be stamped and registered by at the expense of the contractor, in accordance with the laws in force; within thirty (30) days as from the date of notification of the contract by the Contracting Authority.

Article 48: TAX AND CUSTOMS REGIME

In respect to Decree N° 2003/651/PM of 16 April 2003 that defined modalities for the implementation of the tax and customs systems to Public Contracts taxes that shall be concerned with the contract arising from this invitation to tender shall be subject to the laws in force in the Republic of Cameroon.

Article 49: PENALTIES

- (a) **Penalties for lateness:** In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:
 - 1/2000th of the amount of the contract per calendar day overrun, from the 1st to the 30th day;
 - 1/1000th of the amount of the contract per calendar day, beyond the 30th day;
 - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.
- (b) **Specific penalties:** Apart from penalties of overrun of the contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the contract notably:-

- *The late provision of the final bond:* In case where the Contractor does not provide the final bond within the twenty (20) days from date of notification of the contract, he shall pay penalties amounting up to 1/5000th of the contract amount (ATI) for every calendar day of lateness;
- *The late provision of the insurance policy:* If after fifteen (15) days from the notification of the contract the contractor has not provided an insurance policy covering all risk on site, all execution activities shall be suspended without suspending the execution deadline. Hence penalties arising from failure to complete the work within the contractual time-limits shall be paid. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated;
- *The late provision of the execution program:* In case where the Contractor does not provide the execution program within the thirty(30) days from date of notification of the service order to start work, he shall pay penalties amounting up to 1/5000th of the contract amount (ATI) for every calendar day of lateness. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program;
- *The late request for site installation:* If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000th the cost of the contract (ATI) for every calendar day of lateness.
- *The replacement of Key Personnel:* If in replacement of key personnel, the qualities of the personnel proposed are less than that of the personnel replaced in terms of qualification, experience and competence, such replacement shall attract penalties of 1/5000th the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The above penalties shall not apply for situations of force majeure such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.
- *Absence of Project Site Log Book:* It shall attract penalties of 1/5000th the cost of the contract (ATI) of the main Contractor and that of the Chief of Service of the Contract as the case be of complicity.

Remark: The total of penalties shall not be more than 10% the amount of the contract in concerned otherwise the contract will be terminated.

CHAPTER IV: FINAL PROVISIONS

Article 50: RISKS, RESERVES AND FORCE MAJEURE

The Contractor may during execution be subjected to risk(s) which can give rise to reserves that need to be recognized by the Project Engineer.

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly. In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Project Engineer with copies forwarded to Project Owner and Contracting Authority of his intention of how the effect(s) on execution arising from the Force Majeure should be treated. This shall be done before the end of the 20th day following the event. The Project Engineer shall visit the site of the Force Majeure, carry out his own evaluation of its gravity basing as well on the evidence given by the contractor and decide on the nature of force majeure and if he considers that the Contractor's preoccupation(s) should be taken into account:-

- (a) He the Project Engineer shall forward to the Project Owner a succinct report bearing his appraisal and suggestion(s);
- (b) The Project Owner shall cross examine the report of the Project Engineer through discrete investigations and decide on the way forward. In case where the Contractor solicited for suspension of execution or prolongation of the execution duration and that the Project Owner validates the suggestion(s) of the Project Engineer, he shall forward his suggestion(s) in a report to the Contracting Authority.

- (c) The Contracting Authority shall equally carry out an appraisal of the report through discrete investigations and take a final decision on the final way forward.

Article 51: SETTLEMENT OF DISPUTES

Any dispute arising between the parties shall first of all be subject to an attempt through direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this invitation to tender shall be carried before the Cameroonian court of competent jurisdiction.

Article 52: TERMINATION OF CONTRACT

The contract may be terminated as per article 100 of decree No.2004/275 of 24/09/2004 to lay down the Public Contracts Code and the following special conditions:

- non-registration of the contract within the required time-limits;
- non-compliance of technical documents;
- a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;
- a delay giving rise to penalties beyond 10% of the amount of the contract;
- refusal to carry over works declared not properly done;
- refusal to carry out works notified by service order;
- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- Non-payment of insurance charges.

Article 53: SPECIAL COMMERCIAL CHARGES

The contractor shall declare that the contract agreement has not given and shall not give rise to the collection of special commercial charges.

In case special commercial charges are provided for under the contract agreement, the contractor shall reserve the amount of these charges for the Project Engineer on behalf of the Contracting Authority.

Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the laws.

Article 54: INTERNATIONAL TRANSPORTS

In case where the execution of the contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

Article 55: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

The contract arising from this invitation to tender shall become valid only after it must have been read and approved by the Contractor, visaed by the Divisional Finance Controller for Menchum and signed by the Contracting Authority. Its execution shall enter into force upon notification of the Contractor by the Contracting Authority.

Article 56: INFORMATION TO BE POSTED

The Contractor shall put up a visible sign board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

REPUBLIC OF CAMEROON

Peace - Work – Fatherland

**REHABILITATION OF THE FORMER BUILDING AT INTEGRATED
HEALTH CENTER (IHC) BENADE IN BENAKUMA MUNICIPALITY IN
MENCHUM DIVISION**

**CONTRACTING AUTHORITY: THE LORD MAYOR FOR BENAKUMA
COUNCIL**

PROJECT OWNER: THE MAYOR OF BENAKUMA COUNCIL

AUTHORISING OFFICER: THE MAYOR OF BENAKUMA COUNCIL

**CHIEF OF SERVICE OF THE CONTRACT: THE CHIEF OF SERVICE FOR
CONTRACTS FOR BENAKUMA COUNCIL**

PROJECT MANAGER: THE DD MINDDEVEL, MENCHUM

**PROJECT ENGINEER: THE DIVISIONAL DELEGATE OF MINDHU FOR
MENCHUM**

CONTRACTOR:.....

FINANCING: 2025 PUBLIC INVESTMENT BUDGET (MINDDEVEL)

DURATION OF CONTRACT: NINETY CALENDAR DAYS

DOCUMENT N° 05

THE SPECIAL TECHNICAL CONDITIONS

TECHNICAL SPECIFICATIONS FOR EXECUTION

This technical description of estimates is intended to define the content of the rehabilitation of the former building at Integrated Health Center (IHC) Benade IN BENAKUMA Council in Menchum Division

It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Jobbing Order. Hence, this descriptive has as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of public buildings.

Description of tasks

The main tasks to be carried out shall be the following:

- earthworks
- foundations
- elevation
- roofing and ceiling works
- wood and metal works
- electricity
- plastering and finishing/painting
- Drainage system (VRD)

Reference documents

In the study and execution of the Jobbing Order, the successful bidder shall comply with the following:

- Statutory and regulatory instruments (laws, ordinances, decrees, orders)
- Unified technical documents (requirements, special conditions, designing rules)
- French norms approved by ARNOR
- Security rules and norms relating to public protection
- Agreements, technical opinion and recommendations of the CSTB applicable to works relating to this invitation to tender in force on the date of signature of this Jobbing Order.

To carry out the general control of works, the Project Engineer and the other administrations involved in the follow-up of the project may make regular or unexpected visits to the site.

The description of estimates is intended to spell out the technical requirements for a proper execution of the construction works.

The Contractor shall strictly comply with the description of estimates in keeping with rules and norms prescribed in the DTU, the ARNOR norm.

Hence for:-

Article 01: STRUCTURE AND EXECUTION PLANS:

It is the duty of the Contractor to realize the structures as per the execution plans that shall be approved by the Project Engineer and sample models of equipments and furniture provided by the project owner.

Article 02: PRELIMINARY WORKS:

These works concern the demolition of any existing structure on the site and the evacuation of the rubbish to the public discharge, the clearing and levelling of the site where necessary. To do these, the Contractor shall obtain all the documents necessary for the realization of the Jobbing Order from the competent services concerned. He shall also make contacts with the water, electricity and telephone network authorities in case their network shall be tampered with.

Article 03: INSPECTION OF WORKSITE INSTALLATIONS:

Through the Project Engineer, the Contractor shall furnish the owner of the project within the shortest possible time with an installation plan showing clearly how he intends to run the work site. A fence in local materials enclosing the whole work site to avoid trespassing and site sign board bearing information recommended to be posted shall be in place during this inspection mission. To install, the contractor with his/her personnel shall be installed on the site by a Commission comprising of:

- The Project Owner----- Chairperson
- The Project (Contract) Engineer----- Secretary
- The DD MINEPAT..... Observer
- The Chief of service for contracts, Benakuma Council----- Member
- The DD MINMAP or his representative ----- Observer
- The Contractor ----- Member
- The village Chief or RepresentativeObserver, *if need be*

Remark: *A report on the site installation shall be prepared by the Secretary on the site and signed by at least 2/3 of the members on the site.*

Article 04: PROTECTION OF STRUCTURES AND MATERIALS:

The Contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

Article 05: PRECAUTION AGAINST ACCIDENTS:

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

Article 06: 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 insitu the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

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

Article 08: ERRORS AND OMISSIONS IN THE DOCUMENTS:

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion.

Article 09: QUALITY AND PREPARATION OF MATERIALS

Every material used and supplies shall be of high quality and put up in keeping with the rules and with great care.

They shall meet the general specifications and the general requirements set out by the CSTB.

Reference of manufactured goods

The Contractor shall be bound to provide all the justifications, invoices and references of manufactured goods to be used.

Equivalent supplies

In case the materials referred to in the description of estimates are to be replaced by approved equivalent materials and supplies, the latter shall be at least of equal or higher quality and any justification may be requested from the Contractor before use.

Every material and supplies used shall be of high quality and put up in keeping with the rules and with great care. They shall meet the general specifications and the general requirements set out by the CSTB

SAND

All the sand supplied by the Contractor put at his disposal shall be subject to the approval of the Control Engineer.

The granulometry shall vary between 0.80 mm and 2.5 mm for mortars and toppings and between 0.16 mm and 5 mm for concrete structures.

FINE GRAVELS

All the fine gravels supplied by the Contractor or put at his disposal shall be subject to the approval of the Project Engineer.

Meant for the production of concretes, fine gravels shall be homogeneous natural or crushed materials. The films of the gravels must have been blown or washed away.

MIXING WATER

Water meant for the production of concretes shall be supplied by the Contractor at his expense. In general, water may be obtained near the building site from water points or rivers, provided its quality meets the conditions stated below. Water may also be obtained from other sources (boreholes, wells, etc.)

Mixing waters shall be clean, not salty, and virtually free from bodies in suspension and dissolved mineral salts, namely sulphates and chlorides. It shall be forbidden to use water from swamp or peat bogs.

BINDERS

The cements used for concretes and mortars shall meet the general conditions set out by the laws in force. They shall be of type CPJ 35 and shall bear no trace of damp. Therefore, storing on the site shall be done on a dry and ventilated floor.

REINFORCEMENTS

Reinforcements for reinforced concrete shall be high-bond mild steel in compliance with the specifications of the BAEL 91 rules. They shall be perfectly clean without any trace of rust, paint or grease.

They shall be formed and put up in accordance with the bar bending plan submitted by the contractor to the approval of the Project Engineer before the start of works.

WOOD

The wood chosen for the construction of the structures and formwork shall be free from any trace of rot, hard rot, decayed knot, splits or shake.

FORMWORK

½ h FR components supporting the shell of the building;

1h FC Floor;

½ FB internal partitions.

Highly inflammable materials shall be avoided.

Smoke clearing

In case of fire, all the premises open to the public shall be cleared by openings having direct access to the outside.

Emergency means

Instructions on what to do in case of fire shall be posted in the corridor.

Article 11: PROTECTION OF THE ENVIRONMENT

The entrepreneur will propose to the control engineer, before the beginning of works, the place of his yard facilities and will request his authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the building and general circulation.

The site must foresee an adequate drainage of waters on the whole surface. The maintenance areas and of washing should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the out-flow of the polluting products toward the site and the neighbourhood.

At the end of the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, support made of concrete or metallic, etc.. in order to put back the site in its nearest initial state. Neither equipment nor materials should be abandoned on the site or in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.

MODE OF EXECUTION OF WORKS

Article 12: STRUCTURES OF THE BUILDING SITE

The Contractor shall be in charge of the setting up operations which shall include:

- Development of access roads and platforms for the structures of the building site (raising of buildings, etc.), premises for the storing of materials and parking of equipment and vehicles, including the necessary coatings and their maintenance;
- An identification board and a notice board of the building site;
- Putting up a structure containing a storehouse and an office equipped with a table and chairs where the project record and graphic documents shall be available on a permanent basis.
- Supplying water (if possible) and guarding;
- Any other measure for the proper running of the building site;
- Conveyance and folding up of any material needed on the building site;
- Dismantling and folding up of structures;
- Their possible transfer;
- Development and maintenance of premises for setting up and execution of work;
- Putting in place of means which are essential for the safety of personnel and users, especially putting signals on the building site;
- Cleaning of premises after execution of work.

The plan relating to setting up operations shall give all the details on the following points:

- In addition, setting up operations shall include the actual mobilization of supervisory staff, the foreman, and the charge hands among others.

Signals, safety, miscellaneous

The Contractor shall plan to put in place temporary signals essential for the safety of users and personnel of the enterprise. Safety measures shall be part of the plan of execution to be provided by the Contractor at the start of work.

Article 12: CONSTRUCTION WORKS

I- Plan of execution:

It shall be made up as follows:

- construction drawing and details at the appropriate scales;
- work planning;
- method and technical approach to execution;
- organization of the building site;

Knowledge of the soils

The Contractor shall be expected to have perfect knowledge of the nature and consistency of the soils. No complaint shall be accepted in the course of work; differences in the nature of soils noticed during the execution of work shall not give rise to an increase in the price of the Jobbing Order.

Appraisal of the difficulties of the field

The Contractor shall be supposed to have accepted all the difficulties that he may encounter and relating to the configuration of the sites, the nature of the soils, the stone and brick works, and solids existing in the soil.

Moreover, the Contractor shall take note of the location of the eventual old networks: telephone, water, electricity or other that may be found in the field. Therefore, he shall not remove any existing meter or pipe without informing the Project Engineer of their presence.

It shall be the Contractor's responsibility to follow the required procedures to obtain from public services the authorization to remove these networks.

Party walls survey

Before any excavation onto an existing building and before underpinning any work, the Contractor shall make sure that the existing structures are solid and put all the necessary mortar patches.

It shall also be his responsibility to have an affidavit of the party walls drawn up by a bailiff who shall enclose copies of these walls with his report.

Site survey

The Contractor shall take over the site as he shall find it. He shall therefore be supposed to have perceived all the difficulties that he may encounter and relating to the configuration of the site, the nature of the soils, neighbouring constructions, etc...

Construction drawing

The Contractor shall draw a complete set of designs to be executed (general design, formwork design, bar bending design, form of pitch, partition, etc...) and all the designs that may be requested by the Project Manager in the course of work.

These designs shall be submitted to the approval of the Project Engineer in due time. This approval shall not relieve the Contractor of any of his responsibilities.

Before acceptance, the Contractor shall give to the Delegated Contracting Authority one (01) blueprint and three (03) design drafts in compliance with execution.

II- Foundations:

Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Reinforced concrete footings shall be built on 5 cm with coarse-aggregate concrete. They shall fill the excavation. After cleaning, blending concrete shall immediately be put in place so that earth should not fill back the excavation.

NB:

- Any blinding concrete will be of thickness 5cm dosed at 150 kg/m³ of firm consistence and will be laid on the bottom of the excavations where necessary. On it will be laid on the footings of the ground half pillars until the level of the finished foundation. These footings shall be of sizes (60x60) cm. The foundation peripheral walls will be of masonry stones or filled frog Blocks of (20x20x40) cm laid on cement mortar and finished with a DPC layer or ground beams of 20 x 20cm in reinforced concrete as specified in the working drawings.
- Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits with dimension sizes of not less than 20cm.
- The foundation will be filled with earth of good quality in successive compacted layers of 20 cm where the fill depth exceeds 30cm. An over site concrete of thickness 8cm will be laid to cover the whole foundation area at a dosage of 250 kg/m³.

- Floor slab

Slabs shall be made on levelled and properly rammed earth platforms. The foundation shall be drained and well beaten down.

Insulation from moisture shall be done with a polyane leaf placed directly beneath the concrete under-coat and raised on the periphery building of a concrete under-coat reinforced with a middle welded wire fabric. The thickness of this under-coat shall vary according to the load to be born. A slab with ordinary concrete batched at 300 kg/m³ measuring 08 cm thick shall be put on the floor.

III- Block Work and other Elevations

1- Bearing walls:

Bearing walls shall be built with agglomerated hollow cement Blocks measuring 15x20x40 with a good crushing resistance as indicated in the designs. The mixing for block moulding should give at most 30 blocks per bag of cement for the blocks to conform to the regulations and shall be approved by the Project Engineer. They should be kept dry for at least 21days before laying on the elevation walls. The reinforced concrete pillars of section 15 x 20, 15 x 25 and ø30 at 350 kg/m³ shall be casted as the agglomerated hollow blocks walls are raised and this is to permit a good adhesion. The characteristic strength of concrete at 28 days should not be less than 16Mpa. The maximal spacing of the pillars is to be 5,00 m of span. The lintels 15 x 20 in reinforced concrete at 350 kg/m³ will be levelled to + 2,20 m above the level of the finished foundation. The average height under the ceiling is about 3,00m. A chaining beam of 15 x 20 cm in reinforced concrete at 350 kg/m³ will be laid above the finished level of the agglomerated hollow blocks walls with fixing plates so as to receive the wooden roof truss.

Any stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the control engineer with dimension sizes of not less than 20cm.

2-Plastering :

Materials to be used should follow the characteristics defined in the estimates. The aspect shall be uniform in the same area and differences will not be tolerated. It shall be of cement mortar at 400 kg/m³ of thickness 1, 5 cm. There will be an under-coat layer and a finish layer floated and foamed to finish. They must be well cut horizontally and vertically. The floor will be finished in cement sand screed and coated to finish with cement paste trowel to finish. Hence:-

The timber for the roof work will be of good quality(hardwood), with the straight grain and free of any defect.

Trusses:

Trusses shall be made with solid wood (hardwood) shall compose of single frame rafters of 5cmx15cm and spaced at 1.50m interval and treated with wood preservative such as xylophone, xylamon or carbonyl section 3x15. The assembly will be made in-situ and the slope should be respected (>15%). These should be well assembled before setting them up to form the shape of the roof. The truss shall be of rafters of 5x15 solidly attached to the wall plate with the help of standby beam iron rods spaced at 1.50m maximum spacing. The tie beam and principal rafter shall be doubled. Joints shall be nailed.

Note –Examples of hardwood include eucalyptus, mahogany, iroko, mouvinga, etc,

Ridge poles/Purlins:

Ridge poles made of solid wood shall be raised, treated with carbonyl section 8x8 and fixed to the trusses by steel staples diameter 6 and they shall be fixed to the gables and partition walls by steel diameter 6. As well it shall be covered with ridge sheet 50 cm. The purlins shall consist of 5x8 cm or 6 x 8 timbers at a spacing of 0,90m to 1,20m maximum.

NB : All structural timber shall be treated with carbonyl.

2- Roofing sheets: They shall be in high rib Corrugated aluminum sheets of type 3m. The sheets shall be fixed onto the purlins using nails equipped with aluminum gaskets and bituminous rubbers caps.

3- Fascia board (Front and back sides):

Shall be 30cm wide and of high rib aluminum sheets of 0.35mm thickness.

4- Ceiling

The noggins for the ceiling will be in wood of 4x4 or 5x5 treated with carbonyl or xylamon covered with plywood boards. The peripheral ceiling round the building will be in metal sheeting (tole lisse). Will be made of 4mm thick red plywood on both sides, fastened on a joist in lath of 4cm thick by 8cm wide and treated with carbonyl. The spaces for ceiling joist panel will be 60x120cm in size fixed to lath joists measuring 4 cm x 8 cm; they shall be separated one from the other by a hollow joint of 5 mm.

- Peripheral over strips, inside and outside
- Cellar flap to be put in easily accessible places
- Vent holes perforated on the external boards on the right side of each board.

Eaves shall be equipped with wire mesh ventilation holes and two trap doors will be provided in each of the classrooms. For external ceiling, "TÔLE LISSE" shall be used at the eaves

Regulations to observe

In the construction of the structures referred to in the specifications, the Contractor shall conform to the laws, regulations, and norms in force at the moment of execution of work, notably:

- DTU No.30: framework and stairs in wood
- DTU No.40.42: Roofing large steel sheets and bands
- Norm Française (NF) P 21.202: design and assembling
- Rules CB 71: designs and design of wood frameworks.

METAL WORKS (JOINERY)

- **Frames:** They shall consist of angle bar 35mm for metallic doors and window frames. While the door metallic frame of 2.20m high by 1.02m width shall be anchored in the wall and floor, window frames having solid metal protectors made of metallic square tube 25mm fitted from the inside shall be anchored in the walls to permit shutters opening to the outside and ventilation.
- **Shutters:** All door shutters (2m high by 1m width) shall be of metallic square tubes of 30mm+steel plate 10/10 on both faces + 3 pairs of size hinges and a canon lock ("VACHETTE" or "PACO") and iron staple bolts and panel design for all doors. All window shutters shall be fabricated out of metallic square tube 30mm framing having lampensen fitted

on them, each provided with two hinges to permit average ventilation and light. Both door and window shutters shall open to the outside.

ELECTRICITY

The interior facilities (sheaths, VGV cables, TH etc...) will be executed according to the norms and the rules concerning electrical installations at the time of the oversite concrete or as the agglomerated hollow blocks walls are being raised. Any necessary connection from ENEO network should respect the regulation in force. Accessories and luminous elements (sockets, switches etc...) will be of good model. The set of appliances and other facilities will be joined to a general earth mass.

- 1- Conduit pipe: They will consist of good flexible tubes, diameter of 16 mm embedded into the Block work.
- 2- Cable: They shall be of type TH and of diameter 2.5 mm² single cur and will be run inside 11mm plastic conduit pipes for power outlets and switches that shall be embedded in walls. As a general rule, the following sections shall be taken, that is, 1.5 mm² for lighting circuits and 2.5 mm² for socket outlets circuits.
- 3- Lighting equipment: It will consist of four (04) fluorescent lamps of 1.20m fitted inside each of the classrooms with two outside on the veranda and two fluorescent lamps fitted at the rear ends of the building to act as security lamps. Model of lamps shall be Philip or Mazda
- 4- Distribution Board: A two way two gang fuse box has to be provided at the supply inlet for connection to the existing network. A master's switch shall be put above the main distribution board to control the sockets. The entire building shall be properly earthed.

NB: Generally, electrical installation will be carried out in conformity with the rules and regulations of ENEO

PAINTING:

Painting work will include rubbing down, flattening and filling-in the paint coating and the respect of all grinning and sanding equipments and for:-

-Plastered surfaces, after the preparatory work consisting of a base coat of quicklime, they will be given two coats of water resistant based cream paint for external walls and water based cream paint on internal walls on a priming coat of ordinary paint. That is, the colour of the paint for the walls shall be cream skirted with chassis red oil paint. Skirting on the walls shall be up to window level inside and 1.5meters outside.

NB: Skirting on the walls shall be in two coats of chassis red oil paint up to window level inside and 150cm at the external in appropriate colour.

- Metal works, a primary coat of antirust will be applied on them before final painting. All metal works shall be painted with oil paint (chassis red) in two coats.
- Ceiling, it will receive two coats of white glue paint (crystal white).

In summary:

1- Primer:

- Walls: pantex 800
- Ceilings: pantex 800

2- Finishing:

Walls and ceilings:

- ° Ceilings: White glue paint (crystal white): Two (02) coats

° External walls: KM Professional (Cream Exterior acrylic semi-gloss enamel) or PANTEX 1300: Two (02) coats

° Internal walls: KEL-PRO (Cream Interior latex) or PANTEX 800: Two (02) coats

NB: At the wall base two coats of 15cm high of alkyd paint shall be applied before applying the above

Regulations to observe

- DTU No.59 : paint works and cleaning
- DTU No.81 : resurfacing
- DTU No.39.4 : mirror work and glazing with thick panes
- Specifications of paint products and UNP testing method.

NB: Errors or omissions resulting from the exploitation of the constituent documents of the Jobbing Order shall be taken into consideration.

GUTTERS:

They shall be created on all sides of the building with mass concrete in peripheral gutter of 40x25cm that will facilitate drainage problems and oversite concrete between this peripheral gutter and the remaining parts to the building to prevent external moisture droppings to the building at the ground level. To be excavated 40cm wide and 30cm deep at the rain drops and to be provided particularly at the frontage and the other faces of the building depending on the topography of the terrain at the excavation takes place. The walls of gutters are to be constructed in concrete and the floor will be rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water for level surfaces.

Prefabricated slabs of 1.20m wide each shall be provided at the main entrance of the classrooms at right angles.

Equally ramps cast insitu of one meter twenty (1.20m) wide each shall be provided at the entrance of each classroom for handicaps on wheel chairs or otherwise.