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REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE DE KUMBO



REPUBLIC OF CAMEROON
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

KUMBO COUNCIL

B.P. 3 KUMBO/Tel: 33 48 10 11
E mail:kuc_tobin@yahoo.com
Site web: www.kumbocouncil.org

P.O. BOX 3 KUMBO/Tel: 3348 10 11
E-mail:kuc_tobin@yahoo.com
Web site:www.kumbocouncil.org

OPEN NATIONAL INVITATION TO TENDER

**N°:004/ONIT/KC/KCITB/PIB-MINPROFF 2025 OF 31ST
JANUARY 2025 FOR THE CONSTRUCTION OF A FENCE
(PHASE THREE) AT THE KUMBO WOMEN EMPOWERMENT
Centre IN KUMBO CENTRAL SUB-DIVISION,
NORTH WEST REGION
EMERGENCY PROCEDURE**

PROJECT OWNER: THE MAYOR KUMBO COUNCIL

**FINANCING: PUBLIC INVESTMENT BUDGET (PIB) – 2025,
MINISTRY OF WOMEN EMPOWERMENT AND THE FAMILY**

BUDGET HEADS: 220 120

EXPENDITURE AUTHORIZATION: 56 43 140 01 641628 2811

2025 FINANCIAL YEAR

Re: 07:02:25

TABLE OF CONTENTS

Document No. 1: Invitation to tender

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

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

Document No. 4: Special Administrative Conditions

Document No. 5: Special Technical Conditions

Document No. 6: Schedule of prices

Document No. 7: Bill of quantities and estimates

Document No. 8: The sub-detail of prices

Document No. 9: Model contract

Document No. 10: Forms and Standard documents to be used

Document No. 11: Preliminary studies

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

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OPEN NATIONAL INVITATION TO TENDER

N°:004/ONIT/KC/KCITB/PIB-MINPROFF 2025 OF 31ST JANUARY 2025 FOR THE CONSTRUCTION OF A FENCE (PHASE THREE) AT THE KUMBO WOMEN EMPOWERMENT Centre IN KUMBO CENTRAL SUB-DIVISION, BUI DIVISION NORTH WEST REGION

1. Subject of the invitation to tender:

Within the framework of the 2025 Public Investment Budget (PIB of the ministry of Basic Education), the Mayor of Kumbo Council "Contracting Authority" hereby launches by emergency procedure an open National Invitation to tender for the construction of a fence (phase three) at the Kumbo Women Empowerment Centre in Kumbo Central Sub-Division, Bui Division. This invitation to tender comprises as follows:

S/ N	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	Construction of a fence (phase three) at the Kumbo Women Empowerment Centre in Kumbo Central Sub-Division, Bui Division	Tobin- KUMBO subdivision	400,000	20,000,000	220 120	04

2. Nature of services

Work to be done consists of constructing of a fence (Phase Three) at the Kumbo Women Empowerment Centre in Kumbo Central Sub-Division, Bui Division The works include the following:

- 100 PRELIMINARY WORKS
- 200 METAL /ALLUMINUM WORKS
- 300 FINISHING
- 400 ELECTRICAL INSTALLATIONS

3. Execution deadline

The maximum execution deadline shall be Four (04) calendar months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

4. Participation and origin:

Participation in this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned.

5. Financing

The said Works shall be financed by the Public Investment Budget (PIB) of the Ministry of Basic Education for the 2025 financial year assigned to the Mayor of Kumbo Council as Contracting Authority with Budget Heads N°: 220 120.

6. Bid Bond:

Each bidder should include in his administrative document, a bid bond of **400 000 (Four hundred thousand) CFA francs for each lot** issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions.

Against the risk of being rejected, only originals or true copies certified by the issuing service or administrative authorities of the administrative document required, including the bid bond, shall imperatively be produced in accordance with the Special Conditions of the invitation to tender. They shall neither be older than Four (04) months nor be produced before the signing of the tender notice.

Any offer not in conformity with the prescriptions of this notice and tender file shall not be accepted, especially the absence of a bid bond issued by a first rate-bank, approved by the Ministry in charge of

- References of the company in similar achievements;
- Experience of supervisory staff ;
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- Attestation of site visit signed by the Contractor with pictures
- Report of site visit signed by the Contractor
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);
- Pre – Financing capacity **not less than 75%** of the amount required in the offer

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

iii Main qualification criteria

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

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

This evaluation shall be done in a purely binary method with a (yes) or a (no) with an acceptable minimum of 75% of the essential criteria taken in to account.

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

13. Award of the jobbing order

The jobbing order shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 99 (a) of the public contracts code).

14. Period of validity of bids

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

15. Complementary information

Complementary technical information may be obtained during working hours at the **Kumbo Council, Office of Award of Public Contracts.**

16. Delivery deadline

The maximum execution deadline provided for by the Contracting Authority shall be ninety (90) days maximum, as from the date of notification of the service order.

Done at KUMBO

03 FEB 2025

The Mayor KUMBO Council

Circular Copies

- ARMP
- Chairpersons of Tender Board
- Notice boards
- DD MINPROF Bui
- DD MINMAP Bui
- Archive)



Mborong Venasius Bongkiyung
THE LORD MAYOR

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous – préfet.....), conformément au listing prévu au Règlement Particulier de l'Appel d'Offres (R.P.A.O). Elles devront obligatoirement être datées de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment, l'absence de caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre.

7. Consultation du Dossier d'Appel d'Offres.

Le Dossier d'Appel d'Offres peut être consulté aux heures ouvrables à la Commune de KUMBO Service de Passation des Marchés Publics Tél. :67000 35 77. Dès publication du présent avis.

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

Le Dossier d'Appel d'Offres peut être obtenu à la Commune de KUMBO Service de Passation des Marchés Publics Tél. :67000 35 77., dès publication du présent avis, contre présentation d'une quittance de versement au Trésor de la commune de de la somme non remboursable de F CFA 40 000 (Cinquante Mille Francs CFA) représentant les frais d'achat du dossier.

9. Remise des offres :

Chaque offre, rédigée en français ou en anglais en Sept (07) exemplaires dont un (1) original et Six (6) copies marquée comme telle, devra parvenir contre récépissé à la Commune de KUMBO Service de Passation des Marchés Publics Tel: 67000 35 77 au plus tard le **28/02/2025 à 10 heures**, heure locale et devra porter la mention suivante :

« AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° :004/ AOAQ/CK/CIPM/BIP-MINPROFF 2025 DU 31ST JANUARY 2025 POUR LA CONSTRUCTION D'UNE CLOTURE (PHASE 3) AU CENTRE D'AUTONOMISATION DES FEMMES DE KUMBO DANS LA SUB DIVISION CENTRALE DE KUMBO, REGION DU NORD-OUEST

10 Recevabilité des offres

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

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

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

11. Ouverture des offres :

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives, des offres techniques et financières aura lieu **28/02/2025 à 11 heures**, locale, par la Commission de Passation des Marchés Public local de la commune de KUMBO siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier, dans la salle de conférence de la commune de KUMBO.

12. Critères d'évaluation :

Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres

i Critères éliminatoires

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

Il s'agit notamment:

- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- Absence ou non-conformité d'un document dans le dossier administratif après 48 heures à compter du jour de l'ouverture de l'offre Fausses déclarations ou pièces falsifiées ;
- Fausses déclarations ou pièces falsifiées;
- Absence ou insuffisance de la caution provisoire de soumission;
- Deux Entreprises avec le même personnel ;

**DOCUMENT N°. 2:
GENERAL REGULATIONS OF THE INVITATION
TO TENDER (GRIT)**

GENERAL RULES OF THE INVITATION TO TENDER

Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations.
The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.
- 1.2 The bidder retained or the successful bidder shall complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.2 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle:

a) The following definitions shall be admitted:

- 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;
- Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- "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;
- "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

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

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

Article 4: Candidates allowed to compete

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

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

- (a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) Presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.

indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

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

B. Tender File

Article 8: Content of Tender File

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

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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

Document No. 10. Model documents of the contract:

a. The execution schedule;

b. Model of forms presenting the equipment, personnel and references;

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

g. Model of guarantee in replacement of the retention fund;

h. Model contract;

Document No. 11. Models to be used by bidders;

a. Model contract;

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

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

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

Article 10: Amendment of the Tender File

Vii Attestation of solvency of the contractor.

c. Volume 3: Financial offer

It includes:

- I. The submission letter, in original drafted according to the model attached, stamped at the rate in force, signed and dated;
- II. The unit price schedule duly completed, with an indication of the unit price excluding VAT in letters and figures;
- III. Detail Bill of Quantities and cost estimate of the work completed;
- IV. Sub-details of the different prices according to the model attached;

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

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

Article 14: Bid price

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

Article 15: Currency of bid and payment

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

15.2 Option A: The amount of the bid shall be entirely made in the national currency. The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

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

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

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

Article 18: Varying proposals of bidders

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

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

18.3 When according to the Special Regulations the bidders are authorised to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of bids

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialled by the signatory (ies) of the bid.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.
- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
- The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

Article 31: Conversion into a single currency

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

Article 32: Evaluation and comparison of financial bids

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

Article 33: Preference granted national bidders

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

Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

DOCUMENT N°. 3:

**SPECIAL REGULATIONS OF THE INVITATION
TO TENDER**

A.6	A bid bond of 400 000 FCFA (four hundred FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance
A.9	A stamped tax conformity certificate valid within three months
A.11	A stamped attestation of matriculation valid within 3 months
A .13	Plan and attestation of localization signed by the contractor

NB: The above administrative documents should be forwarded in their originals or certified true copies dating not more than three months old.

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

ENVELOPE B: - VOLUME II TECHNICAL OFFER

Doc N°	DESIGNATION
B1	General presentation of bids <ul style="list-style-type: none"> ➤ Properly bound. ➤ Table of content. ➤ Separators in color apart from white ➤ Presentation of documents in the order given in this tender. ➤ Clearness of the documents
B.2	REFERENCES OF SIMILAR WORKS EXECUTED <ul style="list-style-type: none"> ➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last Five (05) years. ➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (final reception within the last five years and provisional reception for 2024 projects)

B.7	Financial Capacity of the Bidder Pre – Financing capacity from a banking institution of first order approved by the Ministry in charge of finance, not less than 75% of the amount required in the offer.
B.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).
B 10	Declaration of Ongoing projects: Contractors with ongoing projects should fill the table below and attach first and last pages of contracts/ jobbing orders, A Copy of the notification for ongoing projects, NB: Failure to declare may lead to the elimination of the bidder During the evaluation

ENVELOPE C: FINANCIAL OFFER

Doc N°	DESIGNATION
C.1	The bid itself according to the model attached, stamped at the rate in force, dated, signed And stamped by the contractor.
C.2	The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (Signed And stamped)
C.3	Detail quantities and cost estimates of works completed (signed And stamped)
C.4	The sub-details of prices according to the model attached (signed And stamped)

5) Currency of bid and settlement

5.1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the price Bill of quantities and sub detailed of unit prices shall be entirely in CFA Francs in the following manner:

a. Prices will be entirely settled in CFA Francs. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, shall indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.

b. The exchange rates used by the bidder to convert its offer in national currency shall be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.

The contract prices are firm and no-revisable.

6) Submission of Bids:

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach Kumbo Council not later than **28 February 2025 at 11.00 noon** local time. It should be labelled as follows

“OPEN NATIONAL INVITATION TO TENDER

**N°:004/ONIT/KC/KCITB/PIB-MINPROFF 2025 OF 31ST JANUARY 2025 FOR THE
CONSTRUCTION OF A FENCE (PHASE THREE) AT THE KUMBO WOMEN EMPOWERMENT Centre IN
KUMBO CENTRAL SUB-DIVISION, BUI DIVISION NORTH WEST REGION
ONLY DURING THE BID OPENING SESSION”**

7) EVALUATION OF TENDERS

7.1. Opening of bids

The bids shall be opened in single phase. The opening of the administrative documents and the Technical and Financial offers shall take place on the **28 February 2025 at 11:00** local time, by the Kumbo Council Internal Tenders Board.

Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.

This evaluation shall be done in a purely binary method with a **(yes)** or a **(no)** with an acceptable minimum of **75%** of the essential criteria taken in account.

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

A) The company's references:

Similar works in the last three (5) years (2020-2024). The bidder shall justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amounts from the realizations and the quality of the work (certificate of completion and/or minutes of (provisional or final) reception and related contracts, and jobbing orders).

b) Essential equipment

Essential equipment that the contractor should be made available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials such as a Vibrator or Legalized document to hire equipment.

C) The qualification of site personnel:

A works supervisor with at least the level of senior technician in civil engineering or Rural Engineering with at least Four (04) years' professional experience in the domain of civil construction or similar works. (Attached a certified copy of certificate, CV, attestation of presentation of original of the technical diploma, an attestation of availability sign by candidate and a Certified copy of ID card)

A foreman with at least the level of a technician in civil engineering or Rural Engineering with at least Four (04) years' of professional experience in the domain of civil construction or similar works. (Attached a certified copy of certificate, CV, attestation of presentation of original of the technical diploma, an attestation of availability sign by candidate and a Certified copy of ID card)

Other support staff or semi-skilled workers

- 02 (Two) builders with 3 years professional experience on building construction or similar works. Only CVs signed by the candidates
- 02 (Two) Carpenters with 3 years professional experience on carpentry or similar works. Only CVs signed by the candidates
- 01 (One) Electrician with 3 years professional experience on Electricity or similar works. Only CVs signed by the candidate;
- 01 (one) Painter with 3 years professional experience on painting or similar works. Only CVs signed by the candidate

(d) The methodology of intervention and execution of work:

The company will produce a technical note dated and signed on the last page providing information about:

- i. The mode of execution of the works.
- ii. The planning of intervention, the expected output.
- iii. The supply of materials or site equipment.
- iv. Measures of safety and protection of the environment.
- v. Administrative and technical organization of the enterprise.

E) Self-financing capacity:

An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.)

The available amount shall be at least more than or equal to amount required in the offer.

7.4.1. 3 Other criteria

7.4. 2. Financial evaluation

The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.

Award of Contract

DOCUMENT N°. 4: SPECIAL ADMINISTRATIVE CONDITIONS

CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1: SUBJECT OF CONTRACT:

The Subject of the present jobbing order is the construction of a fence (PHASE THREE) at the Kumbo Women Empowerment Centre in Kumbo Central Sub-Division, Bui Division

ARTICLE 2: AWARD PROCEDURE

The present jobbing order is concluded by open National Invitation to Tender

ARTICLE 3: DEFINITIONS AND DUTIES (Article 2 of GAC Supplemented)

3.1 General definitions (cf. Code)

- 3.1.1 **The Contracting Authority** who is the Authorizing officer and represents the beneficiary of the service provided for in the contract is **the Mayor of Kumbo Council**.
- 3.1.2 **The Contract Manager** who assists the Contracting Authority for general administrative, financial and technical aspects at the definition, preparation, execution and acceptance stages of the services forming the subject of the contract shall be **the CDO Kumbo Council**.
- 3.1.3 **The Contract Engineer** shall be **the Divisional Delegate of Public Works** for BUI hereinafter referred to as the Control Engineer.
- 3.1.4 **The Authority in Charge of Public Contracts** who is the competent body in the domain of public contracts is **the Divisional Delegate of Public Contracts**.
- 3.1.5 The **contractor** who is responsible for the execution of the services provided for in the contract as well as he representative shall be specified.

3.2 Security

- The authority in charge of ordering payment shall be: **The Mayor KUMBO Council**.
- The authority in charge of the clearance of expenditures shall be **the Divisional Finance Controller-Bui**.
- The body or official in charge of payment shall be the **Kumbo Council Municipal Treasury**.
- The official competent to furnish information within the context of execution of this contract shall be **the Mayor of kumbo Council**.

3.3 Duties of the Control Engineer,

- i. Missions; To ensure the qualitative and quantitative execution according to the terms of this contract and the respect of time limits

ARTICLE 4: LANGUAGE APPLICABLE LAWS AND REGULATIONS

- 4.1 The language to be used shall be either English or French
- 4.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

Article 5: CONSTITUENT DOCUMENTS OF THE CONTRACT

The Contractual document, which form part of this jobbing order are in order of priority.

- 1) The Bid or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular element necessary for the determination of the contract price, in order of priority are the unit price schedule, the detail of lump sum prices and detailed estimates break down of the lump sum prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents,
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical conditions shall be applicable to the services forming the subject of the jobbing order.

ARTICLE 6: GENERAL APPLICABLE TEXTS

1. This Contract is subject to the following General texts of law
2. The special General Administrative Clauses (CCLS);
3. The law N° 96/12 of 05 August 1996 on the management of environment;
4. The texts governing the trade;

- 8.6 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.7 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

ARTICLE 9: CONTRACTS WITH CONDITIONAL PHASES (ARTICLE 9 OF GAC)

9.1 At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [to be specified].

ARTICLE 10: CONTRACTOR'S EQUIPMENT AND PERSONNEL (Article 15 of GAC supplemented)

- 10.1 Any modification, even partial, made in the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have the personnel replaced by a staff of equal competence (qualifications and experiences).
- 10.2 In any case, the list of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **Seven (07) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the jobbing order as mentioned in article 45 below or the application of penalties [to be specified where need be].

CHAPTER 2: FINANCIAL CONDITIONS

ARTICLE 11 GUARANTEES AND BONDS (Articles 29 and 41 of GAC)

11.1 Final bond

The final bond shall be set at **2 %** of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contracting Authority within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.

11.2 Performance bond (Guarantee Retention)

The retention fund shall be set at **10 %** of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor.

11.3 Guarantee of start-off advance

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

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

ARTICLE 12: AMOUNT OF THE CONTRACT

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

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

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.
The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.
Payments shall be done by _____ within a maximum deadline of _____ calendar days from the date of submission of the approved detailed accounts.

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

ARTICLE 18: INTEREST ON OVERDUE PAYMENTS (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

ARTICLE 19: PENALTIES FOR DELAY

A. Penalties for lateness.

19.1 *The amount set for penalties for delays is set as follows:*

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

19.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial jobbing order inclusive of all taxes.

B. Specific penalties.

19.3 Apart from penalties of overrun of the contractual deadlines, the contractor is liable to the following special penalties for the non-respect of the provisions of the contract. Notably:

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

ARTICLE 20: FINAL DETAILED ACCOUNT (article 34 of the GAC)

20.1 [Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].

After completion of the works and within a maximum time-limit of **30 days** after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

20.2 [Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager (maximum one month)].

20.3 [Indicate the time-limit available to the contractor to return the signed final detailed account (maximum 1 month)].

ARTICLE 21: GENERAL AND FINAL DETAILED ACCOUNT (article 35 of the GAC)

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

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

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

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

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

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

ARTICLE 29: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES (article 45 of GAC)

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

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

ARTICLE 30: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR (Article 49 of the GAC supplemented)

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

30.1 Programme of works, Quality Assurance Plan and others (to be specified).

a) Within a minimum deadline of *[Fifteen (15) days]* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *[six (6)]* copies for the approval of *[Contract Manager after the endorsement of the Project Manager (or Project Engineer)]* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

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

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

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

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

30.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the *[Contract Manager or Project Manager]* at most one month (*specify the duration which must not exceed one month*) prior to the date provided for the commencement of execution of the corresponding part of the structure.

- 5- The Director, WMC Kumbo.....(Member)
- 6- The Contractor or his Representative..... (Member)
- 7- the *Divisional Delegate of Public Contracts for Bui* or his representative(Observer)

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

ARTICLE 37: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

- 37.1 The contractor shall furnish within **one (1) month** after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the maintenance of the works.
- 37.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 34.1 above.

ARTICLE 38: GUARANTEE TIME LIMITS

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

ARTICLE 39: FINAL ACCEPTANCE

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

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

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 40: TERMINATION OF THE CONTRACT (article 74 of the GAC)

The jobbing order may be terminated as provided for in section 11 Paragraph 1 of Decree n° 2018/366 of 20 June 2018 to institute the Public Contracts Code articles 182, especially in cases of: especially in case of:

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

ARTICLE 41: FORCE MAJEURE (Unforeseen Circumstances)

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

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

ARTICLE 42: DISAGREEMENTS AND DISPUTES (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before the competent court in Bui Division of the Republic of Cameroon

ARTICLE 43: DIFFERENCES AND DISPUTES

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the competent court in Bui Division of the Republic of Cameroon.

ARTICLE 44: PRODUCTION AND DISSEMINATION OF THIS CONTRACT

The jobbing order shall be produced by the Contracting Authority and the contractor shall multiply it in seven (7) copies at his expenses.

ARTICLE 45 AND LAST: ENTRY INTO FORCE OF THIS JOBBING ORDER

This jobbing order shall be regarded as finally concluded after its signature by the Mayor of KUMBO and it shall only come into force after it has been notified to the Contractor

SPECIAL TECHNICAL SPECIFICATIONS

A. GENERAL DISPOSITIONS

Article 1 : Subject

The present special Technical Clauses (CCTP) describes **the construction of the fence at the Women Empowerment Centre at Kumbo Phase 3** in KUMBO Council area.

Article 2: Extent of Works

These works are defined within the framework of the standards and references of construction and rehabilitation of public buildings, under the general condition of ordering of work and the quantitative estimate of this offer.

ORIGIN AND QUALITY OF MATERIALS

Article 3 : Origin of Materials

S/N	MATERIAL	SOURCE
1	Cement	KUMBO Main Market or in shops in BAMENDA
2	Sand	Good quality sand Shall be from rivers around Baligham
4	Gravel	Shall be crushed on site under supervision of the foreman and the stone shall be gotten from around the campus.
5	Stones	Shall be gotten from around the campus.
6	Carpentry equipment like, locks, hinges, etc	Shall be obtained from the KUMBO main market or BAMENDA Market
7	Reinforcement	KUMBO Town and transported to the site or from BAMENDA
8	Water	Shall be obtained from community pipe borne water
9	Wood	Shall be obtained from KUMBO and her environs
13	Roofing sheets, Ridging caps, edge capes	BAMENDA
14	Paints	BAMENDA
15	Tiles	KUMBO or BAMENDA

Article 4: Quality of Materials

S/N	MATERIAL	QUALITY
1	Cement	CIMENCAM CPJ35 or Foreign cement CPJ 42.5 e.g. DANGOTE
2	Sand	River sand (sharp sand for concrete works and plastering) with a granulometry which vary between 0.80-2.5mm for mortar, topping and 0.16-5mm for concrete structures
4	Gravel	Basalt crushed aggregate and shall consist of hard, tough, durable, uncoated particles whose shape shall be generally rounded or cubical.
5	Stones	Basalt consisting of hard, tough, durable, uncoated and free from debris or dirt particles
6	Carpentry equipment like, locks, hinges, etc	They shall be of strong and original made types
7	Reinforcement	The main bars shall be deformed bars of diameter 8mm and 10mm while the stirrups shall be round bars of diameter 6mm
8	Water	Shall be clean water, not salty and completely free from bodies in suspension and dissolved mineral salt.
9	Wood	Timber or Eucalyptus shall be sawn from old hardwood trees and shall be well seasoned and treated before used. It shall also be free from split, rot and decayed knot

Site installation here will entail the construction of a temporal fence round the project site to restrict direct entry of non-workers. It also involves the construction or allocation of a site office, store and base for workers.

The setting out profile boards will be at least 1.20m from the outside axes, this to facilitate trenching and other earth works and good circulation. The commencement of excavation will be accepted by the Project Controller and/or the Project Engineer without checking the conformity of the setting.

Article 9: Preparatory Works

The minimal depth of the excavation trenches both for foundation and pipeline shall be of 70cm and 100cm respectively, and depending on the soil bearing capacity. Where there is black vegetable soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Controller or the Project Engineer, after which the footings shall be dug from this level for a depth of at least 20cm. The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer. 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. These technical specifications have as objective the definition of the consistence of works to be executed in accordance with plans and according to technical norms for the construction of building such as classrooms, toilets and extension of water of very short distance.

Article 10: Debris

This entails the cleaning away of the site from all the rubbish or waste or excess materials off the site after or during the execution process when necessary. The discharge of this debris shall be done in an area approved by the contract engineer or authorizing officer to avoid environmental (water, land or air) pollution.

Article 15: Coffering (Form Works)

All formworks shall be done with well-seasoned sawn boards of 5x30cm or 5x15cm depending on the type and dimension of the pillar or beams to be casted. The formwork shall be well braced with the use of builder's crams and also supported with lads to avoid segregation during casting and vibration.

Article 17; Wood and Metal Works:

i. Doors and Windows.

❖ **All doors** shall be made of double leaf metal sheets, measuring (1.00x2.20) m for structures and (0.9x2.20) m for office, fitted on metallic frame anchored to the wall with angle bar of 35mm. they shall have a fixed fanlight of 20cm at the top meanwhile the door shutter will flush inside and open inwards.

❖ **All window shutters** shall be aluminum as on the BOQ.

Article 18: Electrical Installation:

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 over-site concrete or as the agglomerated hollow block walls are being raised. Accessories and luminous elements (sockets, switches etc..) will be of good model. The set of facilities will be joined to a general earth hold.

Article 19: Rendering (Plastering and Coatings):

The wall rendering (thickness at least 2cm on both sides of the walls) will be of cement mortar at 400kg/m³. There will be an under-coat layer and a finish layer floated and foamed to finish. They must be well cut horizontally and vertically using a **straight edge**. The external walls shall receive a coat of spatadash before plastering is done.

Article 23: Specific Origin, Quality and Preparation of Materials:

The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Controller or Project Engineer before any use on the site. The sand (0/5) shall have very fine element settlement of less than 4%. The gravel (5/15 or 15/25) shall be clean and well graded with very fine elements of settlement less than 2%. The cement shall be CPA 325 class from CIMENCAM or from an approved factory.

DOCUMENT N° 6
SCHEDULE OF UNIT PRICES

DOCUMENT N°. 7
BILL OF QUANTITIES AND ESTIMATES