

FC 01507/2025/1FF/KC/CEAD/DAB

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

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KUMBO - COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

**N°:003/ONIT/KC/KCITB/PIB-MINADER 2025 OF 31ST JANUARY
2025 FOR THE CONSTRUCTION OF A COMMUNITY HALL AT
TOBIN IN KUMBO MUNICIPALITY, BUI DIVISION OF THE NORTH
WEST REGION.
EMERGENCY PROCEDURE**

PROJECT OWNER: THE MAYOR KUMBO COUNCIL

**FINANCING: PUBLIC INVESTMENT BUDGET (PIB) – 2025,
THE MINISTRY OF PUBLIC HEALTH**

BUDGET HEADS: 220 140

RECORD NUMBER: JAO4737

EXPENDITURE AUTHORIZATION: 58 40 047 06 641628 464211 611

2025 FINANCIAL YEAR

Re: 07/02/25

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OPEN NATIONAL INVITATION TO TENDER

N°:003/ONIT/KC/KCITB/PIB-MINADER 2025 OF 31ST JANUARY 2025 FOR THE CONSTRUCTION OF
A COMMUNITY HALL AT TOBIN IN KUMBO MUNICIPALITY, BUI DIVISION OF THE NORTH WEST
REGION.

1. Subject of the invitation to tender:

Within the framework of the 2025 Public Investment Budget (PIB), the Mayor of Kumbo Council "Contracting Authority" hereby launches by emergency procedure an open National Invitation to tender for the construction of a community hall at Tobin in Kumbo Municipality, Bui Division of the North West Region. This invitation to tender comprises one (01) lot as follows:

Lot N°	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	THE CONSTRUCTION OF A COMMUNITY HALL AT TOBIN IN KUMBO MUNICIPALITY	Tobin	460 000	23 000 000	220 140	04

2. Nature of services

Work to be done consists of the for the construction of a community hall at Tobin in Kumbo Municipality, Bui Division of the North West Region. The works include the following:

- 100 : PRELIMINARY WORKS
- 200 : EARTH WORKS
- 300 : FOUNDATION WORKS
- 400 : WALL MASONRY

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 Ministry of Agriculture and Rural Development for the 2025 financial year assigned to the Mayor of Kumbo Council as Authorizing officers with Budget Heads N° 220 140

Only bidders may attend or be represented by duly mandated persons of their choice.

12. Evaluation criteria

There are two types of evaluation criteria: eliminatory and essential criteria. [The aim of these criteria is to identify and reject incomplete bids or bids not in conformity with the essential conditions laid down in the Tender File.

i. Eliminatory criteria

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

They refer especially to:

- Absence of bid bond
- Absence or non-conformity of a document in the administrative file after 48 hours
- Deadline for delivery higher than prescribed;
- False declaration, forged or scanned documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial file.
- Technical assessment mark lower than **75%** of "Yes".

ii. Essential criteria

Essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.

The criteria relating to the qualification of candidates are based on the following:

- General presentation of the tender files;
- 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).

subjected to minima whose detail is given in the Special Regulation of the Invitation to tender (RPA

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

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AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° : 003/AONO/CK/CIPM/BIP MINADER-2025 DU 31 JANIER 2025 POUR LA CONSTRUCTION D'UNE SALLE COMMUNAUTAIRE A TOBIN DANS LA COMMUNE DE KUMBO DEPARTEMENT DE BUI, REGION DU NORD OUEST (EN PROCEDURE D'URGENCE).

1. OBJET D'AVIS D'APPEL D'OFFRES :

Dans le cadre du budget d'investissement public 2025 du MINADER, Le Mère de la commune de Kumbo lance en procédure d'urgence un Avis d'Appel d'Offres National ouvert pour la pour la construction d'une salle communautaire à Tobin dans la Commune De Kumbo Departement De Bui, Région Du Nord Ouest

Cet appel d'offres est constitué d'un (01) lot répartis ainsi qu'il suit :

Lot N°	Projet	Localité	Montant Caution de Soumission	Montant du Projet	Imputation	Délai en Jour
01	Construction d'une salle communautaire à Tobin dans la Commune De Kumbo	kikaikom	1000 000	50 000 000	220 140	120

2 Consistance des travaux:

Les prestations du présent marché comprennent les travaux des construction d'une salle communautaire à Tobin dans la Commune De Kumbo l'Arrondissement de Kumbo Département de Bui., Les prestations comprennent les opérations suivantes

- 100 : PRELIMINARY WORKS
- 200 : EARTH WORKS
- 300 : FOUNDATION WORKS
- 400 : WALL MASONRY

3. Délai d'exécution des travaux

Le délai global d'exécution des travaux est de quatre (04) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

4. Participation et origine :

La participation au présent Appel d'Offres est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisé des opérations similaires.

5. Financement :

Les prestations, objet du présent Appel d'Offres, sont financées par le budget d'investissement public (BIP) - exercice 2025 du MINADER, 220 140

Marchés de Bui, 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) ;
- Fausses déclarations ou pièces falsifiées ;
- Absence ou insuffisance de la caution provisoire de soumission ;
- Deux Entreprises avec le même personnel ;
- Offres dont l'enveloppe extérieure porte des mentions permettant l'identification du Soumissionnaire ;

ii Critères essentiels

Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technico-financière des candidats à exécuter les travaux, objet de l'appel d'offres.

Les critères essentiels de qualification sont tel qu'il suit ;

- Présentation générale de l'offre ;
- Références de l'entreprise dans les réalisations similaires ;
- Qualité du personnel clé ;
- Moyens logistiques ;
- Méthodologie ;
- Capacité financière ;
- Attestation de visite du site signée par le responsable de l'Entreprise ;
- Rapport de visite du site signée par le responsable de l'Entreprise
- Cahier des Clauses Techniques Particulières paraphé à chaque page, signée et cachetée à la fin ;
- Cahier des Clauses Administratives Particulières complété, paraphé à chaque page et signée à la fin ;
- Attestation de surface financière **supérieure ou égale 75%** du montant de l'offre

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

iii Critères de qualification

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

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

13. Attribution de la lettre commande

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

**DOCUMENT N^o. 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:
- I. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - II. Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
 - III. "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
 - IV. "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

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

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

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

- Document No. 1: 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 Jobbing Order
- Document No. 10: Forms and Standard documents to be used
- Document No. 11: Preliminary studies
- Document No. 12: Other Document
- Document No. 13: List of banking establishments and financial bodies authorised to issue bonds for public contracts
- Document No. 14: Graphic Plan.

I. All documents stating that the bidder:

- Has complied with all declarations provided for by the laws and regulations in force;
- Is current with his taxes, contributions, fees or levies of any kind whatsoever;
- Is not in a State of liquidation or bankruptcy;
- Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.

II. Bid bond(s) issued is are in conformity with the provisions of article 15 of the present RGAO;

III. A written confirmation authorizing the signatory of the offer to engage the bidder

IV. The CCAP is duly initialled on each page and signed on the last page.

V. Localization plan is duly signed by the authority concern.

b. Volume II: Technical Offer

It includes:

- I. References of the company (the contractor will provide contracts or Jobbing orders for similar work carried out as well as related minutes of reception);
- II. Personnel: the contractor will present the competent technical staff and workers he intends to employ before the beginning of the work (attach to each staff CV signed by the candidate, certified copy of technical diploma attestation of presentation of original of the technical diploma, and the attestation of availability signed by the candidate);
- III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of road worthiness (visit technique) of rolling equipment;
- IV. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the execution plan of the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,
- V. Attestation of site visit and the site visit report;
- Vi The CCTP duly initialled on each page and signed on the last page
- 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.

Article 16: Validity of bids

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.
- 16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

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

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - 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

- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription **"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"** as specified in the Special Regulations.

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription **"WITHDRAWAL"**, and **"REPLACEMENT BID"** or **"MODIFICATION"**.

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
 - iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File?
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.
- 28.5 The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of bids.

Article 29: Qualification of the bidder

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

evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

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

Article 34: Award

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

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

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

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

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

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

DOCUMENT N°. 3:

**SPECIAL REGULATIONS OF THE INVITATION
TO TENDER**

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

DOCUMENT N°	DESCRIPTION
A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force (dated, signed And stamped by the contractor)
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than Four (04) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury
A.6	A bid bond of 460 000 FCFA per lot (four hundred and sixty thousand 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 Past years. ➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception for 2024 to and final reception from 2020 to 2023 projects) and related contracts or jobbing orders first and last pages
B.3	PERSONNEL <p>Bidders shall undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV signed by the candidate, a certified copy of the technical diploma, attestation of presentation of original of the technical diploma, an attestation of availability signed by candidate and Certified copy of ID card) notably.</p> <ul style="list-style-type: none"> ➤ A works supervisor with at least the level of a senior technician in civil

B.6	Attestation of site visit and site visit report <ul style="list-style-type: none"> ➤ Attestation of site visit signed by the contractor or their representatives ➤ Site visits Report .The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed and stamped by the contractor (pictures of the site where the classrooms are to be constructed, consistency of work and execution plans).
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).

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 the Service of Award Kumbo Council not later than 28/02/2025 at 10 am local time. It should be labelled as follows

“OPEN NATIONAL INVITATION TO TENDER

N°:003/ONIT/KC/KCITB/PIB-MINADER 2025 OF 31ST JANUARY 2025 FOR THE CONSTRUCTION OF A COMMUNITY HALL AT TOBIN IN KUMBO MUNICIPALITY, BUI DIVISION OF THE NORTH WEST REGION. (EMERGENCY PROCEDURE)

- 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).

7.4.1.3 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 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 past years 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 shall make 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 three (03) 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 three (03) 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:

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 Private Wards and a Medicine Store at the Kumbo Sub Divisional Hospital.

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)

- The Contracting Authority shall be the **Mayor of Kumbo Council**; He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- The authority in charge of the effective execution of the works: The **Divisional Delegate of Public Contracts for Bui**
- The Control Engineer shall be. The **Divisional Delegate of Public Works Bui** hereinafter referred to as the Engineer
- The Project Owner shall be the **Lord Mayor Kumbo Council**. He represents the beneficiary administration of the works. [Authorising Officer].
- **The Project Manager** shall be the **Council Development Officer Kumbo Council**
- The contractor shall be X

3.2 Security

- The authority in charge of ordering payment shall be: **The Mayor of Kumbo Council**
- The authority in charge of the clearance of expenditures shall be the **Divisional Controller of Finance**.
- The body or official in charge of payment shall be the **Municipal Treasurer, Kumbo Council**.
- 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, Project Manager

- 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;

ARTICLE 8: ADMINISTRATIVE ORDERS

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

The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Manager with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.

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

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

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

- 9.1 *[Specify if the contract has one or several phases]*

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

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

ARTICLE 14: PRICE VARIATION (Article 20 of GAC)

Prices shall be firm and not subject to any price revision.

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

1.1 Price updating modalities (not applicable)

ARTICLE 15: EVALUATION OF WORK DONE

The work done shall be evaluated using the unit price.

ARTICLE 16: ADVANCES (article 28 of the GAC)

16.1 The Contracting Authority *may* grant a start-off advance *equal to 20% of the amount of the contract*].

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

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

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

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

Article 17: PAYMENT FOR WORKS (articles 26, 27 and 30 of the GAC supplemented)

17.1 Establishment of works executed

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

17.2 Monthly detailed account

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

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

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

- [100-1.1 and/or - (7.5 or 15%)] paid directly into the account of the contractor;
- 1.1 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.

The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by _____ within a maximum deadline of _____ calendar days from the date of submission of the approved detailed accounts.

ARTICLE 21: TAX AND CUSTOMS SCHEDULE

Decree No. 2003/651 of 16 April 2003 to lay down the conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to industrial and commercial projects, including the AIR which is a deduction on company taxes;
- Registration dues in accordance with the tax code;
- Dues and taxes attached to the execution of services provided for in the jobbing order;
- Duties and taxes of entry in to Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the execution of building materials and water.

These elements shall be included in the costs which the enterprise inputs on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes. All prices inclusive taxes mean VAT included.

ARTICLE 22: REGISTRATION AND STAMP DUTY

Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF THE WORKS

ARTICLE 23: NATURE OF THE WORKS (article 46 of GAC)

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

ARTICLE 24: ROLE AND RESPONSIBILITIES OF THE PROJECT OWNER (GAC supplemented)

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

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

ARTICLE 25: EXECUTION TIME-LIMIT OF THE CONTRACT (article 38 of the GAC)

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

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

ARTICLE 26: ROLES AND RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Engineer in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessity for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To

- 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.

29.2 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.
- b) The Contract Manager or Project Manager has a deadline of *fifteen (15) days* to examine and make known his observations. The contractor then has a deadline of [*eight days*] to present a new file including the said observations.

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

ARTICLE 30: ORGANISATION AND SAFETY OF SITES (article 50 of the GAC)

30.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of **(01) one month** after the notification of the Administrative Order to commence work.

30.2 The contractor shall respect all standard safety measures during the execution and shall clear the site upon completion of the works

ARTICLE 31: IMPLEMENTATION OF STRUCTURES

31.1 The engineer shall within a maximum of fifteen (07) days following the date of notification of the service order to commence work, make himself available to the contractor for the setting out of the structures

31.2 Commencement of work: Before the commencement of work, the authorizing officer shall convene an enlarged site meeting with the following in attendance:

- The Project Owner (authorizing officer)Chairman
- Control Engineer,.....Secretary
- The Divisional Delegate of MINMAP or his representative.....Observer
- The Divisional Delegate of Environment and Nature protection.....Member
- The Project Manager.....Member
- The Divisional Delegate of MINEPAT or his representative.....Member
- The District Medical Officer Kumbo West or his representative;.....Member
- The Contractor or his Representative.....(Member)

ARTICLE 32: SUB-CONTRACTING

This jobbing order may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial jobbing order amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said jobbing order.

ARTICLE 33: WORKS SITE JOURNAL (LOG BOOKS)

33.1 The worksite journal shall be systematically jointly signed by the Engineer and the Contractor's representative each site visit.

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

Article 34: Use of explosives (article 60 of the GAC)

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

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 39: TERMINATION OF THE CONTRACT (article 74 of the GAC)

The jobbing order may be terminated as provided for in Article 182 of Decree No. 2018/366 of 20 JUNE 2018 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC 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 non payment for services.

ARTICLE 40: 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 41: 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 42: 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 43: PRODUCTION AND DISSEMINATION OF THIS CONTRACT

The jobbing order shall be produced by the Contracting Authority and the contractor shall multiply it in Ten (10) copies at his expenses.

ARTICLE 44 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

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The damp-proof course shall be the full thickness of walls above foundations, plus the width of sleeper plates where these occur, and shall be laid without longitudinal joints. At end joints, angles and intermediate junctions the sheeting shall be lapped 150 mm. Where so specified all laps in the damp proof course shall be sealed over the whole area of laps, to an approved method. Care shall be taken not to tear or otherwise damage the sheeting.

Similar damp-proof course, 120 mm wide, shall be laid on sleeper piers under the floor bearers.

DAMP-PROOF MEMBRANE:

The under-surface bed damp-proof membrane, unless otherwise specified shall be:

Of polyethylene sheeting, plain surfaces 0,25 mm thick (250 microns) laid in the widest practical widths to minimize joints and shall be turned up, dressed to load bearing walls and if applicable lapped with the damp-proof course in the walls.

4. REINFORCED CONCRETE:

GENERAL

Unless otherwise specified herein concrete works shall conform to the standard requirements of civil engineering practise;

MATERIALS

- **Cement:** Cement for the Concrete shall conform to the requirements of specifications for the Artificial Portland cement (CPA 325) of the CIMENCAM S.A.
- Water used in mixing compress earth and cement block work or concrete shall be clean and free from any other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
- **Sand:** Fine aggregates shall consist of hard, tough, durable and uncoated particles. The shape of the particles shall be generally rounded or cubicle and reasonably free from flat or elongated particles. The stipulated percentages of fines in the sand shall be obtained either by the processing of natural sand or by the production of suitably graded manufactured quarry sand.
- **Gravel:** Coarse aggregate shall consist of, crushed gravel or rock; it shall be of hard, tough, durable, lean and uncoated particles.
- **Reinforced Bars:** It shall conform to the requirements of standard specifications for steel Bars for concrete reinforcement and to specification for minimum requirements for the deformed steel bars for concrete specifications.
- All secondary ties such as stirrups, spirals and insets may be plain bars of:

NO 1. ϕ 6mm

The main and subsidiary reinforcing bars for beams, columns and slabs shall be as follows:

NO 1. ϕ 8mm

NO 2. ϕ 10mm

NO 3. ϕ 12mm

NO 4. ϕ 14mm

The reinforcement must be tied form using binding wire. Do not superpose more than 3 bars by putting 1 on top of the other. Bars having the largest section must always be provided with hooks at their extremes.

PROPORTIONING AND MIXING OF CONCRETE

- Proportions of materials in 1 m³ of concrete shall be as follows

Class	Cement	Sand	Gravel	Use
'A' 450Kg/1m ³	1	1	2	Retaining walls, concreting under water
'B' 350Kg/1m ³	1	1	2.5	Footings, columns, beams & R.C. slabs
'C' 250Kg/1m ³	1	3	4	Blinding concrete, slab

- All class of concrete shall have a 28-day strength of 2.5KN/m³ for all concrete work, except otherwise indicated on the plan.

- Concrete slabs on fill. The concrete slab on fill shall be laid on a prepared foundation consisting of sub grade and granular fill with thickness equal to the thickness of over laying slab except as indicated otherwise.

5. BLOCK WORKS

MATERIALS

- Compress earth or Cement hollow blocks shall have a minimum face wall thickness of 20cm. Normal sizes shall be 20, 15, 10cm thick with height of 20cm and length of 40cm for foundation, load bearing, and partition walls. All units shall be stored for a period of not less than 28days (including curing period) and shall not be delivered to the job site prior to that time unless the strength equal or exceed those mention in these specification.
- Sand shall be from the river, well screened, clean, hard, sharp siliceous, free from loam, silt or other impurities, composed of grains of varying sizes within the following limits:

Sieve N°	Passing/Retain	Percentage
9	Pass	100
16	Retained	5
100	Retained	7

- Cement shall be Artificial Portland cement, (APC 325)
- Mortar – Mix mortar from 3 – 5mins in such quantities as needed for immediate use, re-tampering will be permitted if mortar stiffens because of premature setting. Discard such materials as well as those, which have not been used within 1hr after mixing.
- Proportioning: Cement mortar shall be one (1) part Portland cement and two (2) parts sand by volume but not more than one part Portland cement and three (3) parts sand by volume.

	Normal Proportion	Maximum Proportion
Cement	1	1
Sand	2	3

ERECTION

- All masonry shall be laid plumb, true to line, with level and accurately spaced courses, and with each course joint coinciding with the course below. Courses shall be kept plumb through out, corners shall be plumb and true. Units with greater than 12% absorption shall be wet for at least 2 hrs before laying. Work required to be built in with masonry, including anchors, wall plugs and accessories, shall be built as the erection progresses.
- Masonry Units – Each course shall be solidly bedded in Portland cement mortar. All horizontal and vertical points shall be completely filled with mortar and as laid, each course shall be bonded at corners and intersections. No cells shall be left open in face surfaces. All cells shall be filled up with mortar for exterior walls. Units terminating against beam or slab so fit shall be wedged tight with mortar. Do not lay cracked, broken or detached block.
- The block work shall be carried up in a uniform manner, no one portion being raised more than 1, 2 m above another at one time.
- Lintels shall be of concrete and shall be reinforced as directed by the site engineer. Lintels shall have minimum depth of 20 cm and shall extend at least 50cm on each side of opening.

MORTAR JOINTS:

- Mortar joints to block work generally shall be between 10 and 20mm in thickness.
- The joints in block work receiving plaster, tiling or similar finishing, shall be raked out whereas; the mortar is soft to form key for the plaster or mortar backing. The depth of the raking out will depend on the condition of the blocks; the rougher the blocks on face the shallower the raking out and the smoother the blocks the deeper the raking out.

6. PLASTERING:

Walls shall be well wetted and spatter dashed before plastering is commenced.

The rendered surfaces shall be steel trowelled to a smooth, even and true finish. External plaster shall be finished to a true and even surface with a wood float and formed. All plaster surfaces shall be free from⁵⁵ blemish and will receive 2 coats of paint.

TREATMENT OF THE TIMBER:

- All concealed timber shall be sprayed with solignum or its equivalent
- Surfaces in contact with masonry and concrete shall be coated with creosote or equivalent.
- All door/window sashes shall be well-seasoned, flush type or semi hollow core or solid core, plywood veneers on both sides. Exterior door shall be of dried panel doors.

KIND OF TIMBER

All unexposed timber for framing shall be of hard wood (mahogany, iroko, etc). All window and doorjambes shall be of hard wood. Balcony railings, flooring, girder and joints shall be also of hard wood. All interior flooring shall be of well-seasoned mahogany. Living room wood panels at the second floor shall be of plywood. Eaves shall be of seasoned white wood or Bac Alu. Exterior sidings shall be seasoned sun dried V-cut white wood or Bac Alu.

9. ARCHITECTURAL FINISHES SCHEDULE:

FLOORING

Interior flooring may be normal or of vitrified tiles of 300 x 300mm

Toilet floors shall be of mosaic tiles.

Balcony floors may be normal or of 210x210mm vitrified tiles

WALLING

All interior partitions shall be of 15cm thick block walls.

Exterior walling shall be 15cm thick block work.

Walls shall be plastered and given a good finish.

Toilet wall finish shall be of 150x150mm ceramic tiles.

CEILINGS

All interior ceiling shall be of strip block ceiling

Outside ceiling eaves shall be of strip toll lace ceiling, with air Vents covered with screen.

DOORS

All interior, doors shall be hollow core flushed door of well seasoned wood panels.

All toilet doors shall have one side using waterproofed plywood facing inside. Bring float coat to flush with screed or temporary guide strips placed to the even surface at proper distance from the tile-finished face.

Setting wall tiles; soak wall tiles thoroughly in clean water before setting. Set wall tile by trowel neat Portland cement skim coat on the float coat or apply skim coat to back of each tile unit. Immediately float tile in place. Make joints straight, level and perpendicular. Maintain vertical joints plumb.

Grouting: Grout joints in wall tile with neat white cement immediately after suitable area of tile has been set. Tool joints slightly concave, cut excess mortar and wipe from face tile. Roughen interstices of depressions in mortar joints after grout has been cleaned from surface. Make joints between wall tile, plumbing and other built in fixtures with light colour caulking. Immediately the grout has had its initial set, give the wall surfaces protective coat of non-corrosive soap.

All exterior doors shall be solid panel doors or of metallic panels.

WINDOWS

All windows shall be of aluminium casement.

Other windows as indicated in the plan shall be glass jalousie.

Glass and glazing: all windows shall be glazed on the outside with aluminium casement in a neat trim line manner, with aluminium glazing chips.

Provide fanlight above the windows, doors, and wall partition of bedrooms.

FINISHING HARDWARE.

Butt hinges: unless otherwise approved, use brass, polished and finely finished, mortise ball bearing 5 knuckles, non rising loose pins, Use one and one-half pairs (3) pairs of hinges per leaf of doors more than 1.80m high, loose pin butt for room doors, fixed pin butt for closed.

Keying and keys; locks shall be keyed in sets and sub sets to provide maximum expansion. All sets shall be grand master and all entrance locks shall be great grand mastered keyed per unit.

Rim bolts: Rim bolts keeper shall be chrome finished.

Door bumpers: Where wooden doors shall strike an object during opening provide door bumper.

Cabin hinges: It shall be "Washington" type or Plano hinges heavily chrome or nickel-plated.

Cabinet and closet catches shall be plastic roller types.

- Care shall be taken as not to weaken structural portions of the building.

12. ELECTRICAL WORKS

SCOPE OF WORK

- The work consists of furnishing of all materials and labour, tolls and equipment and all necessary services to complete the electrical work ready for operation as shown in the drawings and specified as follows:
- Supply and installation of the main and sub-feeders from electrical panel boards up to service entrance.
- Supply and installation of electrical panel boards, gutters, pull box and accessories box as required.
- Supply of wiring devices porcelain receptacles, outlets, switches etc. complete with suitable cover plates as per specifications.
- Supply and installation for all branch feeders' circuits from panel boards up to all outlets, switches, controls other loads; wiring as show in plan.
- Installation of all owners furnished material such as lighting fixtures and electrical control.
- Grounding system as per EE Code requirements.
- The contractor shall secure that all EE standards are respected

CODES AND REGULATIONS:

The electrical work shall be done in accordance with all the requirements from the latest issue Cameroon Electrical codes, with rules and regulations and ordinances of the local enforcing authorities and Requirements of the AES SONEL Company.

DRAWINGS AND SPECIFICATION:

- All installation shall be done in a workmanlike manner and include all necessary works that may not be clearly indicated in the plans or schematic but necessary to attain the purpose or intent of the design scheme.
- The plan indicating the general lay out of the system and the location of outlets are diagrammatic, and may be adjusted as required by the Engineer before installation.
- The contractor shall record all accomplishments as work progresses in a set of records plan. Three (3) sets of drawing shall be duly signed and sealed by the supervisor-in charge of construction shall be submitted for the owners and Engineer's references and maintenance purposes.

MATERIALS AND WORKMANSHIP.

All materials to be supplied shall be new and of high quality. Materials shall be standard products from reputable manufactures.

ELECTRICAL SPECIFICATIONS :

- Power service 220 volts, single phase, and 3 wires solid neutral 50hertz.
- Wiring methods: all power and control wiring shall be in rigid mild steel conductor.
- Grounding: Panel boards, race ways, gutters, metallic conduits and other non-current carrying metal parts of equipment, heaters, motor frames, shall be provided with effective grounding connection to a grounded cold centre pipe.
- Main and branch feeders:
- Conductors and complete conduct systems shall be provided as shown in drawing and no change, in sizes shall be made without approval by the Engineer or his authorized representative.
- Panel Board:
- Furnish and installs the electrical panel-boards as shown in plan.
- Receptacles switches: Outlets:
 1. Provide as indicated in drawing, the switches and receptacles with proper cover plates: Switches shall be of the quiet-mastic type, or approved equal.
 2. Receptacles shall be duplex with proper cover plates rated 10amp. Min 220V.
 3. Lighting outlets at ceiling shall be provided with 100mm octagonal box. Using 59 TW wire CHB in flexible conduit makes connection from fixture to boxes.

DOCUMENT N° 6
SCHEDULE OF UNIT PRICES

602	Alluminium sliding windows of (1.20x1.20)m	No		
603	Alluminium sliding windows of (0.80x1.20)m	No		
604	Alluminium sliding windows of (0.80x0.60)m	No		
605	Alluminium sliding windows of (0.60x1.20)m	No		
SUB TOTAL 600				
700: ROOF STRUCTURE				
701	Treated roof truses of (5x15)cm hard wood timber	M ³		
702	Purlins of (5x8)cm treated	M ³		
703	Ridgid covers 50cm large	ML		
704	Aluminum roofing sheet (tole bac 5/10mm)	M ²		
705	tollelise on veranda eaves	M ²		
706	Facia board in white wood of 30cm thick	ml		
707	facia zink tole bac 5/10mm) of 30cm height	ML		
708	Roof ventilation (pre-fabricated) at the eaves	U		
709	4mm thick plywood ceiling including noggins and vanishing	M ²		
SUB TOTAL 700				
800: TILING/PAINTING				
801	Tiling of the entire floor in tiles of (60 x 60) cm	M ²		
802	Tiling of toilet and kitchen walls to ceiling level (3m) high	M ²		
803	Priming coat with National 10000 on all walls	M ²		
804	Painting of external walls with PANTEX 1300	M ²		
805	Painting of internal walls with PANTEX 800	M ²		
806	Oil paint on metalic elements	M ²		
SUB TOTAL 800				
900: PLUMBING AND SANITAION WORKS				
901	English type water closet	U		
902	Wash hand basins	U		
903	Shower set complete	U		
904	Towel hangers	U		
905	Wall mirrors	U		
906	Septic tank/soakaway pit	U		
907	Soap dish	U		
908	General piping and drainage works	U		
SUB TOTAL 900				
1000: ELECTRICAL INSTALLATION				
1001	General electrification including ENEO meter	ff		
SUB TOTAL 1000				
1100: HYGIENE AND ENVIRONMENTAL PROTECTION				
1101	Provision of 2 trash cans, 1 incineration pits (2x2x1.5)m and planting of 05 trees with supervision of DD MINEPDED	ff		
SUB TOTAL 1100				
1200:EXTERNAL WORKS				
1201	Rain water (run-off) gutters 30x40cm with 1.5m offshuts	ML		
1202	Concrete ramps (2m wide) of RC dosed at 350kg/m3	U		

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF THE COMMUNITY HALL IN KUMBO COUNCIL AREA (PHASE I), BUI DIVISION OF THE NORTH WEST REGION.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
100: PRELIMINARY WORKS					
101	Installation of work site	FF	1		
102	Studies (execution planning, structural calculation notes and report of execution etc)	ff	1		
SUB TOTAL 100					
200: EARTH WORKS					
201	Excavation of pillars footings	ff	30		
202	Excavation of trenches	ML	128,3		
SUB TOTAL 200					
300: FOUNDATION WORKS					
301	Blinding concrete	M ³	3,85		
302	Corefilled block of (20x20x40)cm on foundation	M ²	102,6		
303	R.C for footings,dwarf pillars and ground beam dosed at 350kg/m3	M ³	19,11		
304	R.C floor of 10cm thick dosed at 300kg/m3	M ³	0		
SUB TOTAL 300					
400: WALL MASONRY					
401	Wall elevation with blocks of (15x20x40)cm (sand creed blocks) at the ground floor level	M ²	436,2		
402	R.C for pillars, lintels and beams dosed at 350kg/m3	M ³	12,1		
403	Decking	M ²	70,98		
404	Wall elevation with blocks of (15x20x40)cm (sand creed blocks) above decking	M ²	235,8		
405	R.C for pillars, lintels and tie beams dosed at 350kg/m3	M ³	6,6		
406	Stage to be constructed in corefilled blocks and backfilled with lateritic soil compacted in layers of 20cm	U	0		
407	plastering and rendering in cement mortar dosed at 500kg/m3	M ²	0		
408	RC stair case dosed at 350kg/m3	M ³	0		
409	10cm thick RC seal above the roof as on section R-R dosed at 350kg/m3	M ³	0		
410	Plumbing and electrical piping at the deck	LS	1		
SUB TOTAL 400					
500: METALLIC WORKS					
501	Metal door of (1.20x2.10) with PACO locks/metal and 2 padlocks complete	No	0		
502	Metal door of (1.00x2.10) with PACO locks/metal and 2 padlocks complete	No	0		
503	30cm Angle metallic bar at veranda and stage	ml	0		
504	Metallic window protectors of (2.00x1.20)m with a 24mm tube, well treated with anti rust and painted	No	0		
505	Metallic window protectors of (1.20x1.20)m with a 24mm tube, well treated with anti rust and painted	No	0		
506	Metallic window protectors of (0.80x1.20)m with a 24mm tube, well treated with anti rust and painted	No	0		
507	Metallic window protectors of (0.80x0.60)m with a 24mm tube, well treated with anti rust and painted	No	0		
508	Metallic window protectors of (0.60x1.20)m with a 24mm tube, well treated with anti rust and painted	No	0		
SUB TOTAL 500					
600: ALLUMINIUM WORKS					
601	Alluminium sliding windows of (2.00x1.20)m	No	0		