

FC: 01513/2025/4FF/840 AM/CRBN W/ AAO

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REGION DU NORD OUEST

DEPARTEMENT DU DONGA-MANTUNG

PREFECTURE DE NKAMBE

COMMISSION DEPARTEMENTALE DE PASSATION

DES MARCHES



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

NORTH WEST REGION

DONGA-MANTUNG DIVISION

DIVISIONAL OFFICE, NKAMBE

DIVISIONAL TENDERS BOARD

TENDER FILE

PROJECT OWNER:

THE PRISON SUPERINTENDENT IN CHARGE OF THE NKAMBE PRINCIPAL PRISON

CONTRACTING AUTHORITY:

THE SENIOR DIVISIONAL OFFICER DONGA-MANTUNG

TENDER BOARD:

DONGA-MANTUNG DIVISIONAL TENDER BOARD (DMDTB)

OPEN NATIONAL INVITATION TO TENDER

**No. 003/ONIT/NWR/DMD/DMDTB/2025, OF 07/02/2025
FOR THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE
AND BUILDING, IN NKAMBE CENTRAL SUB DIVISION, DONGA MANTUNG
DIVISION, NORTH-WEST REGION**

FINANCING: MINJUSTICE PUBLIC INVESTMENT BUDGET (PIB) - 2025

EXPENDITURE AUTHORIZATION N°:

VOTE OF CHARGE N°

2025 FISCAL YEAR

Re: 14-02-25

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REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REGION DU NORD OUEST

DEPARTEMENT DU DONGA-MANTUNG

LA PREFECTURE

COMMISSION DEPARTEMENTALE DE PASSATION MARCHE



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

NORTH WEST REGION

DONGA-MANTUNG DIVISION

DIVISIONAL OFFICE, NKAMBE

DIVISIONAL TENDERS BOARD

DOCUMENT N°1

TENDER NOTICE

**OPEN NATIONAL INVITATION TO TENDER No. 003/ONIT/NWR /DMD/DMDTB/2025, OF 07/02/2025
FOR THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING, IN NKAMBE CENTRAL SUB
DIVISION, DONGA MANTUNG DIVISION, NORTH-WEST REGION**

1) **SUBJECT OF THE OPEN NATIONAL INVITATION TO TENDER:** Within the framework of the execution of the 2025 state budget, the State of Cameroon represented by the Senior Divisional Officer for Donga Mantung Division hereby launches *OPEN NATIONAL INVITATION TO TENDER FOR THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING, IN NKAMBE CENTRAL SUB DIVISION, DONGA MANTUNG DIVISION, NORTH-WEST REGION.*

2). **NATURE OF WORKS:** The works comprise notably the tasks below:

- LOT:100:PRELIMINARY WORKS
- LOT N° 200: DEMOLITION / REINFORCEMENT AND RECONSTRUCTION OF WALLS
- LOT N°: 300: RENDERING-COATING
- LOT NO 400:FLOORING/PAVEMENT
- LOT N°: 500: CEILING /COVERING
- LOT NO:600 : METAL /WOODEN JOINERY
- LOT N°:700: ALLUMINIUM AND GLASS JOINERY
- LOT N°: 800: ELECTRICITY (SUPPLY AND INSTALLATION)
- LOT NO 900 :FLUIDS (SUPPLY AND INSTALLATION)
- LOT NO 1000: PAINTING
- 1100:EXTERNAL WORKS

3). **EXECUTION DEADLINE:** The maximum duration of execution provided for by the Delegated Contracting Authority shall be four (04) months (120 calendar days), as from the date of notification to the contractor to start work.

4). **Lots:** The works are in one (01) as follows:

| Place of project | Number of Projects (01) | Amount | Vote of charge N° | Expenditure authorization N° |
|------------------|---|-----------------|-------------------|------------------------------|
| NKAMBE | THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING | 57,806,000 FCFA | | |

5). **ESTIMATED COST:** The estimated cost after preliminary studies for this rehabilitation stands at Fifty-Seven million eight hundred and six thousand FCFA (57 806 000) all taxes inclusive.

| Subject | Amount | Vote of charge N° | Expenditure authorization N° |
|---|-----------------|-------------------|------------------------------|
| THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING | 57,806,000 FCFA | | |

6). **PARTICIPATION AND ORIGIN:** Participation is open under the same conditions to all Cameroonian Companies and business concerns that have proven experience in the field of building construction and civil engineering, in general, and who are not currently suspended from public procurement.

7). FINANCING: The said works shall be financed as per the programmed budget of the 2025 Public Investment Budget (PIB 2025) of the Republic of Cameroon under the Ministry of justice assigned to the prison superintendent in charge of the Nkambe principal prison for Donga Mantung Division North West Region.

8). BID BOND: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance - the list of which is found in document No. 12 of the Tender File, whose amount is **One million one Hundred and fifty-six thousand one hundred and twenty (1,156,120) francs CFA**, and valid for thirty (30) days beyond the deadline of validity of bids. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and those of successful bidders shall be retained until the required Performance Guarantee for good execution is provided.

9) CONSULTATION OF TENDER FILE: The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts) during working hours at the Divisional Office for DONGA-MANTUNG, at the Divisional Delegation of Public Contracts for Donga Mantung and at the Regional Office of Public Contracts Regulatory Board ARMP North West Bamenda.

| Subject | Locality | Bid Bond | Tender fee |
|---|---------------------|----------------|--------------|
| THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING | Nkambe Sub-Division | 1,156,120 fcfa | 115,612 fcfa |

10) ACQUISITION OF TENDER FILE: The Tender file shall be obtained from the Divisional Office for Donga Mantung Division as soon as this notice is published against payment of a non-refundable sum of **One hundred and fifteen Thousand six hundred and twelve (115,612Fcfa), CFA francs**, and payable at the Donga Mantung Divisional Treasury.

11). SUBMISSION OF BIDS: Each bid drafted in English or French shall be signed by the bidder or by a duly authorized representative and presented in **seven (07) copies** that is one (01) original and six (06) copies marked as such. These shall be submitted in one sealed envelope and each booklet partitioned into three (3) sections (A: Administrative, B: Technical, C: Financial). The sealed envelope shall bear no information about the enterprise, and should reach the Office of the Senior Divisional Officer for Donga-mantung, not later than 10:00am local time on **04/03/2025** and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER
No. 003/ONIT/NWR /DMD/DMDTB/2025, OF 07/02/2025
FOR THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING, IN NKAMBE, CENTRAL
SUB DIVISION, DONGA MANTUNG DIVISION, NORTH-WEST REGION,
"To be opened only during the bid-opening session"

12). Admissibility of Bids: Note should be taken that in case of any ambiguities or differences during opening only the original shall be considered authentic, that any bid which shall not comply with the requirements of the tender file shall be rejected
The bid bond which shall only be released by the contracting authority, shall be released for unsuccessful bidders not later than thirty (30) days after the period of bid validity

For the successful bidder to whom the contract will be awarded, the bid bond shall be returned to the contractor by the contracting authority once the final bond has been provided.

At the risk of being rejected, only originals or true copies certified by the issuing service or Administrative Authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the *Invitation to Tender*. They must obligatorily be not older than three (3) months as at the date of submission of bids. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.

The bid bond which shall only be released by the contracting authority shall be released for unsuccessful bidders not later than thirty (30) days after the period of bid validity.

For the successful bidder to whom the contract will be awarded, the bid bond shall be returned to the contractor by the contracting authority once the final bond has been provided.

13). Opening of Bids: The opening of the bids in one phase shall be done at 11am, on **04/03/2025** in the Conference Hall of SDO'S Office in Nkambe sub Division by the Divisional Tender Board. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity. Note should be taken that in case of any ambiguities or differences during opening only the original shall be considered authentic, that is any bid which shall not comply with the requirements of the tender file shall be rejected.

14). Evaluation criteria; The evaluation of bids shall be carried out in three stages:

- 1st Stage : verification of the conformity of each administrative document ;
- 2nd Stage : Evaluation of technical bids ;
- 3rd Stage: Analyses of Financial bids.

The criteria of evaluation shall be as follows:

14.1-Eliminatory criteria

- Bids submitted after the deadline for submission;
- Bids submitted in unsealed external envelopes;
- External envelopes with identification marks or inscriptions;
- Absence of a document in the administrative file and not submitted within 48 hours upon request;
- Administrative documents more than three months old;
- Absence of original or properly certified administrative document(s) certified more than one time;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- Absence of bid bond or insufficient bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance;
- Omission of a quantified task on the bill of quantities and cost estimates
- Enterprise with abandoned or overdue contracts beyond contractual deadline.
- Failure to obtain at least 80% in the evaluation of the Technical proposal.

14.2. Main Qualification criteria: The criteria relating to the qualification of candidates could indicatively be on the following:

- General presentation of the tender bid
- Financial situation
- References of the company
- Experience
- Quality of Personnel
- Equipment.
- Methodology/organization of the site
- Technical organisation of works
- Attestation and report of site visit
- Special technical clauses initial on all the pages and signed on the last pages
- Special administrative initial on all the pages and signed on the last pages
- Report of the site visit
- Special technical clauses initial on all the pages and signed on the last page
- Special administrative clauses initial and sign on the last page

15).AWARD: The Contract 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 bidder and technical quality, refer article 33 of the Public Contracts Code.

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

17).COMPLEMENTARY INFORMATION: Complementary technical information may be obtained every day during working hours from the service of contract award at the Prefecture Nkambe, Donga Mantung Division (Tel): 677438948

18). AMENDMENT TO THE INVITATION TO TENDER: The Delegated Contracting Authority reserves the right, if need be, to subsequently amend this invitation to tender in conformity with the Public Contracts Code. Such amendments shall also be considered in the period given to bidders to submit their bids.

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

Copies:

- ARMP/BAMENDA (For Publication)
- CRTV/BDA(for wider diffusion)
- DD/MINMAP D/M
- Chairperson of DMDTB
- DD MINMAP /DM
- Notice Boards
- File/chrono



NKAMBE, the.....

07 FEB 2025

LE PREFET

(Contracting Authority)

BASSILEKIN Georges
Magloire Emmanuel
Administrateur Civil Principal
Hors Echelle



DOCUMENT N°1

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°003/ONIT/NWR/DMD/DMDTB/2025, DU 07/02/2025, POUR LES TRAVAUX DE REHABILITATION DE LA CLOTURE ET BATIMENT DE LA PRISON PRINCIPALE DE NKAMBE DEPARTEMENT DE DONGA MANTUNG, DANS L'ARRONDISSEMENT DE NKAMBE DANS, REGION DU NORD-OUEST

1). OBJET DE LA DEMANDE D'AVIS D'APPEL D'OFFRES: Dans le cadre de l'exécution du Budget d'Investissement Public 2025, l'Etat de Cameroun représenté par, le prefet de Donga-Mantung lance UN avis d'Appel d'offres, Pour la **REHABILITATION DE LA CLOTURE ET BATIMENT DE LA PRISON PRINCIPALE DE NKAMBE**, Dans L'arrondissement De Nkambe Dans, Région Du Nord-Ouest

2). CONSISTANCE DES TRAVAUX: Les prestations comprennent les opérations suivantes:

LOT 100:PRELIMINARY WORKS

LOT NO 200: DEMOLITION / REINFORCEMENT AND RECONSTRUCTION OF WALLS

LOT NO: 300: RENDERING-COATING

LOT NO 400: FLOORING/PAVEMENT

LOT NO: 500: CEILING /COVERING

LOT NO:600 : METAL /WOODEN JOINERY

LOT NO:700: ALLUMINIUM AND GLASS JOINERY

LOT NO: 800: ELECTRICITY (SUPPLY AND INSTALLATION)

LOT NO 900: FLUIDS (SUPPLY AND INSTALLATION)

LOT NO 1000: PAINTING

1100:EXTERNAL WORKS

3). DELAISD'EXECUTION: 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). ALLOTISSEMENT: Les travaux sont regroupe dans un Lot.

| Lieu du Projet | NOMBRE DE PROJETS(UNIQUE) | coût prévisionnel | Achat DAO |
|----------------|---|-------------------|--------------|
| NKAMBE | REHABILITATION DE LA CLOTURE ET BATIMENT DE PRISON PRINCIPALE DE NKAMBE | 57,806,000 FCFA | 115,612 fcfa |

5). COUT PREVISIONNEL: Le coût prévisionnel de l'opération à l'issue des études préalables est de ; 57,806,000 FCFA

| Projet | Localité | coût prévisionnel | Achat DAO |
|--|-----------------------------|-------------------|--------------|
| REHABILITATION DE LA CLOTURE BATIMENT DE PRISON PRINCIPALE DE NKAMBE | l'arrondissement de NKAMBE, | 57,806,000 FCFA | 115,612 fcfa |

6). PARTICIPATIONETORIGINE: La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires.

7). FINANCEMENT: Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du MINJUSTICE (BIP 2025) au titre de l'exercice 2025 assigné au REGISSEUR PRISON PRINCIPAL, du Nkambe sur la ligne d'imputation budgétaire.

| Objet | coût prévisionnel | N° de l'imputation | N° de l'autorization de dépense |
|--|-------------------|--------------------|---------------------------------|
| REHABILITATION DE LA CLOTURE BATIMENT DE PRISON PRINCIPALE DE NKAMBE | 57,806,000 FCFA | | |

8).CAUTIONNEMENT PROVISOIRE: Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une garantie de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréé par le Ministère de justice d'un montant égal à 115,612 (**Cent Quinze mille Six cent douze**) francs CFA. Les cautionnements provisoires seront libérés au plus tard trente (30) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfet, Sous-Préfet ou Services Emetteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

9). CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant Délégué (Service Interne de passation des marchés) pendant les heures ouvrables à la préfecture de Nkambe, à la Délégation Départementale des Marches Publics du Donga Mantung et au Bureau Régional de l'Agence de Régularisation des Marches Publics (ARMP) Nord-Ouest.

10). ACQUISITION DU DOSSIER D'APPEL D'OFFRES: Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables à la Préfecture de Donga Mantung, sur présentation d'une quittance de versement d'une somme non remboursable de **Cent Quinze mille Six cent douze (115,612) franc cfa** au Trésor Départemental du Donga Mantung. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

11). REMISE DES OFFRES : Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise a la Préfecture de Nkambe, au plus tard le 04/03/2025 à 10 heures 677438948. Il doit être dans un paquet et chaque offres droit contenant trois section marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Ce paquet devra porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT No. 003/ONIT/NWR/DMD/ DMDTB/2025, OF 07/02/2025
POUR LES TRAVAUX DE LA REHABILITATION DE LA CLOTURE ET BATIMANT DE PRISON PRINCIPALE DE NKAMBE DE LA
DEPARTEMENT DE DONGA MANTUNG, DANS L'ARRONDISSEMENT DE NKAMBE DANS, REGION DU NORD-OUEST**

«A N'OUVRIER QU'EN SEANCE DE DEPOUILLEMENT»

12). 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 ou une autorité administrative (Préfet, Sous-préfet,...), 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.

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

13). OUVERTURE DES PLIS: L'ouverture des plis se fera le **04/03/2025** à 10heures, heure locale en une phase par la Commission Départementale de Passation des Marchés a la DD/MINPAT/DM, (Salle de conférence) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.

- les dossiers administratifs et les offres techniques seront premièrement étudiées par les membres de la Commission Départementale de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins 80% des points de la notation sur des dossiers administratifs et techniques seront éliminées.

14). Critères d'évaluation : L'évaluation des offres se fera en trois(03) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants:

14.1-Critères éliminatoires

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes
- Enveloppes externes ayant les signes d'identification des soumissionnaires
- Absence d'un document dans le dossier administratif et qui n'est pas soumis dans 48 heures sous demande
- Documents administratifs certifiés hors du délai de trois mois
- Absence de l'originale au pièce falsifiée
- Absence ou non-conformité d'une pièce administrative ;
- Un dépôt après la date limite
- Fausses déclarations ou pièces falsifiées;
- Absence ou insuffisance de la caution provisoire de soumission;
- Omission d'un prix quantifié dans le devis
- Entreprise avec un chantier abandonnée ou avec un chantier incomplet au delà de délai contractuelle.
- Non satisfaction d'au moins 80% des critères d'expériences requis.

14.2 Critères essentiels

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

- Présentation général de dossier de soumission;
- Capacité financière;
- Références de l'entreprise;
- Qualité du personnel postulé;
- Organisation technique des travaux;
- Attestation et rapport de visite de lieu;
- Moyens logistiques/Equipment;
- Méthodologie/Organisation des travaux;
- Clauses technique spéciales vise sur tous les pages et signe sur la dernière page;
- Clauses administratif spéciales vise sur tous les pages et signe sur la dernière page;

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

16). DUREE DE VALIDITE DES OFFRES: Les soumissionnaires restent engagées par leurs offres pendant une période de quatre -vingt -dix (90) jours, à compter de la date limite fixée pour la remise des offres.

17). RENSEIGNEMENTS COMPLEMENTAIRES: Les renseignements complémentaires peuvent être obtenus tous les jours aux heures ouvrables auprès de la Préfecture du Donga Mantung

18). ADDITIF A L'APPEL D'OFFRES: L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres, en cas de nécessité d'apporter toute autre modification ultérieure utile au présent appel d'offres publiant un additif. Tout additif ainsi publié fera partie intégrante du dossier d'appel d'offres. Cet additif sera communiquer par écrit ou signifie par tout moyen laissant trace écrite a tous les soumissionnaires ayant acheté le DAO en tenant compte du temps il faut pour qu'ils préparent bien leurs offres.



NKAMBE, the.....

07 FEB 2025

LE PREFET
(AUTHORITE CONTRACTANT)

Copies :

- ARMP B'DA (Pour publication et archivage);
- Maître d'Ouvrage concerné;
- Le Délégué Départemental MINMAP
- Président CPM;
- Chrono
- Affichage.

BASSILEKIN Georges
Magloire Emmanuel
Administrateur Civil Principal
Hors Echelle

DOCUMENT No 2:
General Regulations of the Invitation to Tender

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A. General

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 works described in the Tender notice and briefly described in the Special Regulations.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.3 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:

a.1 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;

a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;

a.3 "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;

a.4 "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:

b.1 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

b.2 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.

b.3 The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

c. The bidder must not have been excluded from bidding for public contracts.

d. A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

Article 5: Building materials, materials, supplies, equipment and authorised services:

5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the Invitation to Tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.

5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder:

6.1 As an integral part of their bid, bidders must:

6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and

6.1.2 Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

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

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

- a. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- 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 authorize 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 organize 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. Tender notice
- Document No. 2. The General Regulations of the invitation to tender;
- Document No. 3. The Special Regulations of the invitation to tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the contract:
- Document No. 10. Model forms applicable:
 - The execution schedule;
 - Model of forms presenting the equipment, personnel and references;
 - Model bidding letter;
 - Model bid bond;
 - Model final bond;
 - Model of bond of start-off advance;
 - Model of guarantee in replacement of the retention fund;
 - Model contract;

Document No. 11. ANNEXES;

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized 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 MINMAP and the body in charge of the regulation of public contracts.

Article 10: Amendment of the Tender File

10.1 The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum.

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the Invitation to Tender and must be communicated in writing or made known by a traceable means to all bidders who bought the Tender File.

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

C PREPARATION OF BIDS

Article 11: Tender costs: The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the Invitation to Tender procedure.

Article 12: Language of bid: The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file: It includes:

a.1 All documents attesting that the bidder:

- Has subscribed to all declarations provided for by the laws and regulations in force;
- Paid all taxes, duties, contributions, fees or deductions of whatever nature;
- Is not winding up or bankrupt;
- Is not the subject of an exclusion order or forfeiture provided for by the law in force;

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

a.3 The written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) of the General Regulations of invitation to tender.

b. Volume 2: Technical bid

b.1 **Information on qualifications:** The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.

b.2 **Methodology:** The Special Conditions of the Invitation to Tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organization and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 **Proof of acceptance of conditions of the contract:** The bidder shall submit duly initialed copies of the administrative and technical documents relating to the contract, namely:

- The Special Administrative Conditions (SAC);
- The Special Technical Conditions (STC).

b.4 **Commentaries (optional):** A commentary on the technical choices of the project and possible proposals.

c. Volume 3: Financial bid: The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
- The duly filled Unit Price Schedule;
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices;
- The projected schedule of payments, where need be.

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) 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 the invitation to tender, the bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

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.

The bidder shall draw the unit prices of the price schedule and the prices of the bill of quantities and estimates in the following manner:

a. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

a. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a way as take account of any modification in the foreign currency needs within the context of the contract.

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:

b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

b.3 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 Secondary 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 Secondary 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 initialed by the signatory (ies) of the bid.

20.3 The bid shall bear no modification, suppression or alteration unless such corrections are initialed by the signatory (i.e.) of the bid.

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.

21.2 The external and internal envelopes:

a) 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 authorized 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 AND EVALUATION OF BIDS

Article 25: Opening of the bids and petitions

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 initialed 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 contract with the Contracting Authority for reasons having to do with his bid may do so in writing.

Article 27: Clarifications on the bids and contract 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:

- Which substantially limits the scope, quality or realization of the works;
- which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
- 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.

Article 30: Correction of errors

30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

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

30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.

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

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 authorized 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.

F- AWARD OF THE CONTRACT

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.

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

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

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.

39.2 The bond whose rate varies between 2 and 5 per cent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

SPECIAL REGULATIONS OF THE CONSULTATION

2.1. REQUEST FOR QUOTATION FILE

Article 1: CONTENT OF THE REQUEST FOR QUOTATION FILE

1.1 The request for quotation file shall describe the supplies which are subject of the consultation and the procedures of the Jobbing Order.

1.2 The request for quotation file shall comprise the following documents:

- a. The letter of invitation to tender,
- b. Special rules of the consultation
- c. Technical specification,
- d. The bill of quantities,
- e. The draft jobbing order,

1.3 The Contractor shall study the instructions, models, conditions and specifications contained in the consultation file.

2.2 BID PREPARATION

Article 2: Language

The bid as well as any correspondence comprising the bid shall be written in English or French.

Article 3: Documents that constitute the bid

The bid presented by the bidders shall comprise the following documents:

IN A SINGLE ENVELOPE: containing one original Bound Booklet and six photocopies of the original Bound Booklets comprising the following:

Section A: Administrative Documents

1. Declaration of intent to tender
2. A certified copy of a taxpayer's card (Carte du contribuable).
3. An Affidavit of non-bankruptcy issued by the competent Court (original).
4. Certified Copy of Business License (Patent) for the current financial year
5. An attestation issued by the National Social Insurance Fund (original)
6. An attestation of Bank Account COBAC affiliated (original).
7. A temporary guarantee deposit for the tender of **nine hundred and sixty thousand (960,000) CFA francs (Bid Bond)** issued by a first class bank recognized by COBAC for each lot.
8. Receipt showing amount paid to obtain the consultation File,.
9. A Certificate of Non Exclusion issued by ARMP.
10. The power of Attorney or "Authorization" where necessary.

Section B: Technical Documents

1. References of the company, at least 2 (1st and last page of contract in similar domain executed within the last 3years with minutes of reception)
2. Personnel
 - i. Works Supervisor: at least a Senior Civil Engineering Technician with at least 5years' experience (CV signed and dated, certified copy of certificate and a commitment of availability).
 - ii. Foreman: at least a Civil Engineering Technician with at least 5 years' experience in the domain of Construction experience (CV signed and dated, certified copy of certificate and a commitment of availability)
3. Attestation of site visit and site visit report signed in the contractor's honour
4. Equipment list showing the means at the disposal of the enterprise to carry out the job (list of equipment and tools)
5. Organisation of works/methodology
6. Financial capability

Section C: Financial Documents

1. A submission letter duly filled, dated and signed with a 1500 FCFA fiscal stamp.
2. The Unit price list, duly filled, dated and signed
3. Bill of quantities and cost estimates, duly filled, dated and signed
4. Detail of Unit Prices completed and dated and signed on the last page

Article 4: Bid

4.1 The Bidder shall specify in the bid the nature of prices, all taxes and customs duties inclusive (ATI).

4.2 The Contractor shall complete the Bill of Quantities and Cost estimates provided in the consultation file, including the characteristics of the supplies in the line reserved for that purpose, the unit prices, the total price for each item and the delivery period for the jobbing order.

4.3 The Contractor shall fill and sign the draft jobbing order.

Article 5: Bid Currencies

Prices shall be written in CFA francs.

Article 6: Bid validity period: Bids shall be valid for 60 days.

2.3 DEPOSITE OF FILES

Article 7: Submission of offers and Opening of Bids

All documents shall be sealed in an envelope. This sealed envelope shall carry the following inscriptions:

**OPEN NATIONAL INVITATION TO TENDER
No. 003/ONIT//NWR /DMD/DMDTB/2025, OF 04/03/2025
FOR THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING, IN NKAMBE SUB DIVISION, DONGA
MANTUNG DIVISION, NORTH-WEST REGION
(TO BE OPENED ONLY AT THE TENDER BOARD OPENING SESSION")**

Article 8: Latest time and date of submission of bids: Bids shall be received at the address latest at the time and date indicated in the letter of invitation to tender.

2.4 OPENING AND EVALUATION OF BIDS

Article 9: Opening of bids by the Tenders Board.

9.1 The Tenders Board attached to the Divisional Office (Delegated Contracting Authority) shall open the bids in the presence of representatives of Contractors wishing to attend the bid-opening session to hold on the same day as the last day of submission at 11:00 am prompt.

9.2 The above-mentioned Tenders Board shall prepare a report of the bid-opening session as prescribed by the laws in force.

Article 10: Verification of compliance and comparison of bids: The Tenders Board shall verify compliance and compare the bids in the following order;

- Study of the compliance of bids, as regards the administrative documents submitted, delivery periods;
- Verification of arithmetical operations by using, where necessary, the unit prices in words to make any necessary corrections;
- Assess the number of past supplies contract done in the previous years by the bidders and justified with certified true copies of documents requested in 5 of envelope B. Original document can be requested by the members of the Tender Board for necessary verifications; forged documents shall automatically give right to rejection.
- Preparation of a summary table of bids.
- Comparison of technical specifications/description
- Bidders should submit a guarantee or warrantee for six (06) months.

2.5 AWARD OF THE JOBBING ORDER

Article 11: Award of the jobbing order: The Tender Board shall propose the award of the contract to the bidder whose bid would have been deemed compliant with the provisions of the request for quotation, is the lowest and realistic, having past experience in the domain.

Article 12: Announcement of award of the jobbing order: The Senior divisional officer shall decide on the award and publish the result of the jobbing order in the Contracts Newsletter, through the media and/or by board pasting, stating;

- a) The name of the Holder,
- b) The subject of the request for quotation,

- c) The amount of the jobbing order.
- d) The delivery deadline.

Article 13: Signing of the jobbing order: Within 2 (two) weeks following the award, the jobbing order to be produced at the Contractor's cost shall be signed by the Bidder and visa by the Divisional Controller of finance for Donga-Mantung. Thereafter, the Senior Divisional officer, Contracting Authority shall sign the jobbing order and notify it to the Contractor who shall be responsible for its registration according to the procedure in force.

Article 14: Corruption and fraudulent practices: The Chairpersons and Members of Tender Board as well as Contractors should at all times comply with the strictest rules of professional ethics. More especially, they should refrain from corruption or any form of fraudulent practices. By virtue of this principle, the expressions hereunder shall be defined as follows:

- (a) Whoever offers, gives, solicits or accepts any benefit whatsoever to influence the action of a State Worker during the award or execution of a jobbing order shall be guilty of "corruption", and
 - (b) Whoever provides, solicits or accepts several quotations tendered by the same Contractors under different corporate names and/or under different registration numbers shall be guilty of "corruption",
 - (c) Whoever deforms or distorts facts in order to influence the award or execution of a jobbing order in a manner prejudicial to the Project Owner indulges in "Fraudulent practices".
- "Fraudulent practices" shall comprise any understanding or collusion of bidders (before or after submission of the bid) seeking to artificially keep the bid prices at levels not corresponding to those resulting from free and open competition, thus depriving the Project Owner of the benefits of competition.

Article 15: Evaluation of Bids

15.1 Evaluation of Administrative Bid

| | ENTREPRISE : | YES | NO |
|------|---|-----|----|
| | SECTION A: ADMINISTRATIVE DOCUMENTS | | |
| A1 | Declaration of intent to tender | | |
| A2 | A certified copy of a taxpayer's card (Carte du contribuable). | | |
| A3 | An Affidavit of non-bankruptcy issued by the competent Court (original). | | |
| A4 | Certified Copy of Business License (Patent) for the current financial year | | |
| A5 | An attestation issued by the National Social Insurance Fund (original) | | |
| A6 | An attestation of Bank Account COBAC affiliated (original). | | |
| A7 | A temporary guarantee deposit for the tender of (1,156,120.) CFA francs (Bid Bond) issued by a first class bank recognized by COBAC for each lot. | | |
| A8 | Receipt showing amount paid to obtain the consultation File,. | | |
| A9 | A Certificate of Non Exclusion issued by ARMP. | | |
| A10 | The power of Attorney or "Authorization" where necessary. | | |
| | | | |
| | SECTION B: TECHNICAL DOCUMENTS | | |
| | B1. References | | |
| B1.1 | Proof of references of the company, at least 2 in similar domain executed within the last 3years | | |
| B1.2 | 1st and last pages of contracts present | | |
| B1.3 | minutes of reception present | | |
| | B2. Personnel | | |
| B2.1 | Personnel list present | | |
| B2.2 | Works Supervisor: at least a Senior Civil Engineering Technician with at least 5years' experience (CV signed and dated, certified copy of certificate and a commitment of availability). | | |
| B2.3 | Foreman: at least a Civil Engineering Technician with at least 5 years' experience in the domain of Construction experience (CV signed and dated, certified copy of certificate and a commitment of availability) | | |
| | B3: Attestation of site visit and site visit report | | |
| B3.1 | Attestation of site visit signed in the contractor's honour | | |

| | | | |
|------|---|--|--|
| B3.2 | Site visit report signed in the contractor's honour | | |
| | B4. Equipment of Enterprise | | |
| B4.1 | Equipment list showing the means at the disposal of the enterprise to carry out the job (list of equipment and tools) | | |
| B4.2 | Proof of a pickup van | | |
| B4.3 | Proof of masonry tools | | |
| B4.4 | Proof of carpenter tools | | |
| | B5. Organisation of works/ methodology | | |
| B5.1 | Organisational chart of the company | | |
| B5.2 | Man power deployment schedule | | |
| B5.3 | Organization of task in terms of duration | | |
| B5.4 | Protection of personnels at the site | | |
| B5.5 | Environmental protection | | |
| | B6. Financial capability | | |
| B6.1 | Proof of financial capability up to 50% of the contract amount | | |
| | | | |
| | SECTION C: FINANCIAL DOCUMENT | | |
| C1 | A submission letter duly filled, dated and signed with a 1500 FCFA fiscal stamp. | | |
| C2 | The Unit price list, duly filled, dated and signed | | |
| C3 | Bill of quantities and cost estimates, duly filled, dated and signed | | |
| C4 | Detail of Unit Prices completed and dated and signed on the last page | | |

Article 16: Eliminary criteria

- Any offer not in conformity with the prescriptions of this open national invitation to tender file shall be declared inadmissible. Especially the absence or insufficient provisional guarantee;
- False declaration or falsified documents.
- Incomplete or non-compliant document and not submitted within 48 hours on request;
- Incomplete financial offer;
- Omission of quantified unit price in the financial offer;
- Unit prices not in accordance with the official commodity price list or not within the generally accepted price scale
- Proof of not having abandoned or not having left uncompleted a project in the past financial year(s)

| | |
|--|--|
| <p>Copies :</p> <ul style="list-style-type: none"> - CHAIRMAN, Donga Mantung Divisional tenders board - Superintendent in Charge of Principal Prison D/M - Divisional delegation of public contracts Donga Mantung - ARMP Bamenda (for publication and filing) - Donga Mantung Divisional tenders board - CRTV/ DMCR Radio House to facilitate publicity - BILL BOARDS - CHRONO | <p>THE SENIOR DIVISIONAL OFFICER DONGA MANTUNG (Delegated Contracting Authority)</p> <p>BASSILEKIN Georges Magloire Emmanuel Administrateur Civil Principal Hors Echelle</p> |
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DOCUMENT No. 4:
SPECIAL ADMINISTRATIVE CONDITIONS(SAC)

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Chapter I: General

Article 1: Subject of contract: The purpose of this contract is the FOR THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING, IN NKAMBE SUB DIVISION, DONGA MANTUNG DIVISION, NORTH-WEST REGION

Article 2: Contract award procedure: This contract is awarded through a open nation invitation for tender

Article 3: Definitions and duties

3.1 General definitions

- **The Contracting Authority:** shall be the **Senior Divisional Officer for Donga-Mantung**: He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- **The Contract Engineer:** shall be the **Divisional Delegate of Housing and urban development (MINDHU) Donga-Mantung**, hereinafter referred to as the Engineer. He shall report to the Project owner.
- **The Authorizing Officer:** is the **PRISON SUPERINTENDENT IN CHARGE OF THE NKAMBE PRINCIPAL PRISON**. He represents the beneficiary administration of the works.

3.2 Security: This contract may be used as a security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be **PRISON SUPERINTENDENT IN CHARGE OF THE NKAMBE PRINCIPAL PRISON**
- The authority in charge of the clearance of expenditures shall be *the Divisional Finance Controller.*
- The body or official in charge of payment shall be *the Divisional Treasurer, Donga-Mantung.*
- The official competent to furnish information within the context of execution of this contract shall be *the Divisional finance controller for Donga-Mantung*

Article 4: Language, applicable law and regulation

1.4 The language to be used shall be English or French.

1.5 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 constituent contractual documents of this contract are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the General Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans;
- 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 Condition(s) applicable on the services forming the subject of the contract.

Article 6: General instruments in force: This contract shall be governed by the following general instruments.

1. *Framework Law No. 96/12 of 5 August 1996 on the management of the environment;*
2. *The Mining Code;*
3. *Instruments governing the various professional bodies;*
4. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
5. *Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;*
6. *Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;*
7. *Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;*
8. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
9. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*
10. *Letter No. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;*

11. Circular 00013995/C/MINFI of 31/12/2024 bearing instructions relating to the execution, of finance laws, monitoring and control of the execution of the budget of the State and other entities for the 2025 fiscal years.
12. Unified Technical Documents (DTU) for Building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the contract.

Article 7: Communication

1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:

a) In the case where the contractor is the addressee: Sir/Madam **THE CONTRACTOR**

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to Nkambe, the chief town of the Division in which the work is done;

b) In the case where the Project Owner is the addressee: Sir **PRISON SUPERINTENDENT IN CHARGE OF THE NKAMBE PRINCIPAL PRISON** with a copy addressed to the Contracting Authority, Contract Engineer, Project Manager and where need be, within the same deadline.

c) In the case where the Contracting Authority is: Sir **PRISON SUPERINTENDENT IN CHARGE OF THE NKAMBE PRINCIPAL PRISON** with a copy addressed within the same deadline to the Project Owner, Contract Engineer and Project Manager, where applicable

1.2 The contractor shall address all written notifications or correspondences to the Project engineer with a copy to the Contracting Authority.

Article 8: Administrative Orders: The various Administrative Orders shall be established and notified as follows:

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

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

1.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.

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

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

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

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

1.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of transmission by the Contracting Authority to the Project Manager. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.

Article 9: Contracts with conditional phases:

9.1 This contract shall be in one phase only. 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 five (5) days.

Article 10: Contractor's equipment and personnel:

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

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

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties: *[to be specified where need be]*.

Chapter II: FINANCIAL CONDITIONS

Article 11 Guarantees and bonds:

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

11.2 Guarantees 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: *[Specify, if need be, the rates (20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]*

Article 12: Amount of the contract: The amount of this contract as indicated by the attached bill of quantities and estimates is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

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

Article 13: Place and method of payment: The Project Owner shall release the sums due in the following manner:

a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in the _____ bank.

b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 14: Price variation:

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

Article 15: Price revision formulae: Not applicable

Article 16: Price updating formulae: Not applicable

Article 17: Works under State supervision:

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

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

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;

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

Article 18: Evaluation of works: This contract is evaluated at unit prices

Article 19: Evaluation of supplies: No security shall be requested for payments on account on supplies.

Article 20: Advances:

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

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

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

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

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

Article 21: Payment for works:

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

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

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

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

- [1-2.2 and/or - (7.5 or 15%)] paid directly into the account of the contractor;
- 2.2 % or 5.5% 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 the Project owner within a maximum deadline of 5 calendar days from the date of submission of the approved detailed accounts.

21.3 Detailed account of start-off account: Not applicable

Article 22: Interest on overdue payments: Possible interests on overdue payments are paid by statement of sums due in accordance with Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code.

Article 23: Penalties:

A. Penalties for delay

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

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

b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

B. Specific penalties

23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non observation of the provisions of the contract, especially:

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

Article 24: Payment in case of a group of enterprises:

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

Article 25: Final detailed account:

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

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

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

Article 26: General and final detailed account

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

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

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

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

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

Article 27: Tax and customs regulations: Decree No. 2003/651/PM of 16 April 2003 lays down the terms and conditions for implementing the tax regulations and customs procedures applicable to public contracts. The taxes applicable to this contract include notably:

- Taxes and dues relating to industrial and commercial profits, including the 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 contract;
- o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- o Council dues and taxes;
- o Dues and taxes relating to the extraction of buildings materials and water.

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

Article 28: Stamp duty and registration of contracts: Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of works

Article 29: Nature of the works: The works shall include especially: (position or volume of works), See Special Technical Conditions.

Article 30: Role and responsibilities of the Project Owner

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

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

Article 31: Execution time-limit of the contract:

31.1 The time-limit for the execution of the works forming the subject of this contract shall be four **(4) months- one hundred and twenty (120) days**.

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

Article 32: Role and responsibilities of the contractor: The detailed and general plan of progress of the works shall be communicated to the Project Manager in *five (05) copies* at the beginning of each.

Article 33: Provision of documents and site: A reproducible copy of the plans featuring in the Tender File shall be submitted by *the Contract Engineer*. The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

Article 34: Insurance of structures and civil liabilities: The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (*to be adapted*):

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

Article 35: Documents to be furnished by the contractor: the following documents shall be furnished by the contractor at the end of execution of works;

- **Insurance policies;**
- **All written applications;**
- **All minutes of acceptance;**
- **As built plans**

35.1 Programme of works, Quality Assurance Plan and others.

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 Project Owner after the endorsement of the Contract Engineer the execution programme of the works, his work 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 receipt 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 Engineer and the Contract Engineer then have a deadline of five (5) days each 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 Engineer 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 owner. After approval of the execution schedule by the Contract Engineer, 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 Secondary life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Engineer or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the *Contract engineer or Project Manager* at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The *Contract engineer* has a deadline of *five(05) days* to examine and make known his observations. The contractor then has a deadline of [04] four days to present a new file including the said observations.

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

Article 36: Organisation and safety on site: Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work. The services to inform in case of interruption of traffic or along the deviated itinerary are the *Delegated Contracting Authority, Project Owner, contract Engineer*

ARTICLE 37: Commencement of work: Before the commencement of work, the authorizing officer shall convene an enlarged site meeting with the following in attendance:

- ❖ The Delegated Contracting Authority or his representative (Chairperson)
- ❖ Contract Engineer or his representative(Secretary)
- ❖ The authorizing officer(member)
- ❖ The Divisional Delegate of MINMAP or his representative;.....(Member)
- ❖ The Contract Manager or his representative(Member)
- ❖ A representative of the Control Brigade, DD MINMAP(Member)
- ❖ Project Manager (DD MINH DU)..... (Member)
- ❖ The Divisional Delegate of MINEPAT or his representative;.....(Member)
- ❖ The Divisional Delegate of MINDDEVEL or his representative;.....(Member)
- ❖ The Divisional Delegate of MINEPDED (Member)
- ❖ The Chef of service Local Development at the SDO office or his representative;.....(Member)
- ❖ The Fon/Chief of the locality or his representative(Member)
- ❖ The contractor.....(Member)

The authorizing officer (Chairperson) shall schedule for this meeting and invite the members of the commission by a letter of invitation - not more than five (5) working days, from the date of receipt of the contract documents transmitted by the Contracting Authority to the Project owner. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner and shall take responsibility to carry out the said schedule and call for this site meeting.

During this meeting, the commission shall do the following;

- Install the project sign post;
- Fix the Building line, which shall be with respect to main roads, existing structures or natural features on the site;
- Verify the harmony between the building plans and quantities/cost estimates, and note with recommendations any discrepancies;
- Present the site log-book to the contractor;
- Establish and sign an on-the-spot report (minutes).

Article 38: non applicable.

Article 39: Sub-contracting: The part of the works that can be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

Article 40: Site laboratory and trials: The project engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

Article 41: Site logbook:

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

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

NB: the Site logbook must be such that two carbon copies of each page are left behind.

Article 42: Use of explosives: The contractor shall not use any explosives without prior authorization.

Chapter IV: ACCEPTANCE OF WORKS

Article 43: Pre- Acceptance: Before the provisional acceptance of the works, the contractor shall make a written request to the Contract Engineer, who shall then organize a technical visit for pre-acceptance. This visit shall include the following operations.

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

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

- The project owner or his representative (Chairman)
- The Contract Engineer..... (Secretary)
- The Contract Manager (Member)
- The Contractor or his Representative..... (Member)
- The Divisional Delegate of MINMAP or his representative (Observer)

During this pre-acceptance, the commission shall eventually specify the reserves to be up-lifted and the corresponding works to be effected before the provisional acceptance.

Article 44: Provisional Acceptance: The contractor shall request the Authorizing officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the contract Engineer and call for the task by a letter of invitation. The acceptance commission shall comprise the following;

- The Delegated Contracting Authority (Chairman)
- The Authorizing Officer (Member)
- The Contract Engineer..... (Secretary)
- The Divisional Delegate of MINMAP or his representative (Observer)
- A representative of the Control Brigade, DD MINMAP.....(Observer)
- The Contractor or his Representative..... (Member)
- Project Manager (Member)
- Stores accountant of the service..... (Member)

The commission shall examine the report of the Pre-acceptance and shall proceed to the Provisional Acceptance if satisfied with the works executed. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

Article 45: Final Acceptance: Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee. The commission and procedure for final acceptance shall be the same as for Provisional Acceptance

Article 46: Guarantee Period: The guarantee period shall last for one (01) year from the date of the Provisional Acceptance. After which the contractor may ask - in writing, from the contracting authority for the release of the guarantee retention bond of 10% of the amount of contract including all taxes.

Chapter V: SUNDRY PROVISIONS

Article 47: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

Article 48: Case of force majeure (article 75 of the GAC): If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- Rainfall: 200 millimetres in 24 hours;

- Wind: 40 metres per second;
- Flood: decennial flood frequency.

Article 49: Disagreements and disputes (article 79 of the GAC): Disagreements and disputes resulting from the execution of this contract may be settled amicably. Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 50: Production and dissemination of this contract: Ten (11) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 51: Entry into force of this contract: This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

Article 52 and last: INFORMATION TO BE POSTED: The Contractor shall put up a visible sign board (*total height=2.80m, width=1.20m, board thickness=2.5cm at 1,20m above the ground level with poles embedded in concrete*) at the entrance to the site on a place approved by the Contract Engineer, bearing the following text written on one side of the board.

REPUBLIC OF CAMEROON

Peace - Work – Fatherland

OPEN NATIONAL INVITATION TO TENDER

FOR THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING, IN NKAMBE SUB DIVISION, DONGA MANTUNG DIVISION, NORTH-WEST REGION

CONTRACTING AUTHORITY: THE SENIOR DIVISIONAL OFFICER DONGA-MANTUNG

AUTHORISING OFFICER: THE PRISON SUPERINTENDENT IN CHARGE OF THE NKAMBE PRINCIPAL PRISON

FINANCING: 2025 PUBLIC INVESTMENT BUDGET (MINJUSTICE)

CONTRACTOR:.....

CONTRACT ENGINEER: THE DIVISIONAL DELEGATE MINDHU DONGA-MANTUNG DIVISION

DURATION OF CONTRACT: FOUR MONTHS (120) DAYS

DOCUMENT NO. 5:
Special Technical Conditions (STC)

- LOT: 100: PRELIMINARY WORKS
- LOT NO 200: DEMOLITION / REINFORCEMENT AND RECONSTRUCTION OF WALLS
- LOT NO: 300: RENDERING-COATING
- LOT NO 400: FLOORING/PAVEMENT
- LOT NO: 500: CEILING /COVERING
- LOT NO:600 : METAL /WOODEN JOINERY
- LOT NO:700: ALLUMINIUM AND GLASS JOINERY
- LOT NO: 800: ELECTRICITY (SUPPLY AND INSTALLATION)
- LOT NO 900: FLUIDS (SUPPLY AND INSTALLATION
- LOT NO 1000: PAINTING
- 1100: EXTERNAL WORKS

GENERALITIES

This descriptive notes and technical specifications are drawn up for the purpose of execution of construction projects. This handbook is for those to execute, supervise and the client, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve this highly desired goal. Building materials concerned are generally what is accepted in the construction industry and only qualified technicians are required to transform these materials into structure clearly shown on the working drawings as its aesthetics is also very much dependent on the manipulation of the carefully chosen materials. The selected site has been found favorable to the envisaged structure in terms of geotechnical cross-section, atmospheric conditions, topography, sewage disposal, and automobile and pedestrian accessibility.

Content of the structure

- LOT:100:PRELIMINARY WORKS
- LOT NO 200: DEMOLITION / REINFORCEMENT AND RECONSTRUCTION OF WALLS
- LOT NO: 300: RENDERING-COATING
- LOT NO 400:FLOORING/PAVEMENT
- LOT NO: 500: CEILING /COVERING
- LOT NO:600 : METAL /WOODEN JOINERY
- LOT NO:700: ALLUMINIUM AND GLASS JOINERY
- LOT NO: 800: ELECTRICITY (SUPPLY AND INSTALLATION)
- LOT NO 900 :FLUIDS (SUPPLY AND INSTALLATION
- LOT NO 1000: PAINTING
- 1100:EXTERNAL WORKS

The contractor in charge of this execution must make careful studies of the working drawings. Visit the site and bring up points not understood to the site supervisor for a clarification before making shop drawings and before setting out is carried out.

He will proceed to a careful study of the project and make observations and finished modifications to the Architect before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of foundation.

100: MODE OF EXECUTION OF WORKS

LOT NO 100:PRELIMINARY WORKS
LOT NO 200: DEMOLITION / REINFORCEMENT AND RECONSTRUCTION OF WALLS
LOT NO: 300: RENDERING-COATING
LOT NO 400: FLOORING/PAVEMENT
LOT NO: 500: CEILING /COVERING
LOT NO: 600: METAL /WOODEN JOINERY
LOT NO:700: ALLUMINIUM AND GLASS JOINERY
LOT NO: 800: ELECTRICITY (SUPPLY AND INSTALLATION)
LOT NO 900: FLUIDS (SUPPLY AND INSTALLATION
LOT NO 1000: PAINTING
1100: EXTERNAL WORKS

N.B: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ERROR OF OMISSION OR WRONG INTERPRETATION OF THIS DOCUMENT.

SIMPLIFIED ENVIRONMENT CLAUSES: These standard clauses constitute the Environmental Regulations relating to the construction works contracts within the framework of the PIB.

Thus, every enterprise pre-selected for a works contract will have to implement not only measures aimed at mitigating the socio-environmental impacts of the micro-projects but also environmental and social clauses outlined below. It should be stressed that these clauses apply to all types of micro-projects, the enterprise as well as all sub-contractors or dealers.

These measures include:

- A reduction in the raising of dust particles at the work site in order to protect the health of the surrounding population and site workers, by regular watering of the site, or the adoption of an appropriate calendar;
 - A reduction in sound (noise) effects due to the movements of the equipment and machines within the construction site;
 - Non obstruction of the existing rivers by works, or the deposit of waste in the river channel
 - Putting in place an environmental management plan for oils, fuel, lubricants and other dangerous products. This plan will have to include the recuperation of the above mentioned products and their transfer to specialized companies for treatment;
 - Automatic stop of works in the event of discovering of an archaeological or historical artifact, then report immediately to the services of the Ministry of Culture;
 - Prohibition to transport or drive out game, hunting and non-timber forest products by the personnel of the building site;
 - Put at the disposal of the working site adequate equipment for potable water and domestic use water;
 - Priority recruitment for local labour, as well as the use of local materials;
 - Putting of warning Signs (sign boards) at building site during and after work; putting speed limits warning signs as well in order to protect the safety and health of the resident population and of site workers;
 - The wearing of appropriate equipment & attire (e.g. work clothes) by site workers.
 - Restoring (*putting back to its original nature*) gradually installations at building site at the end of works;
 - Organizing information and sensitizing campaigns for site workers and the beneficiary populations, on medical risks, risks of accidents, and on the impacts of poaching.
- Risk of accidents

Starting of works and sensitization of stakeholders: Before the effective start of works, the company or enterprise must prepare an environmental action plan specifying the whole of environmental measures to be implemented, as well as rules of procedures mentioning in a specific way the safety requirements and in particular the wearing of appropriate equipment (work clothes) and speed limit warning signs. Furthermore, these internal rules and regulations will have to prescribe the prohibition of alcohol consumption during working hours, to transport or hunt game, to abusively use wood for fuel, as well as the sensitization of the personnel on the dangers of the STI/HIV AIDS, the respect of the customs and habits of the populations of the area. These rules must be pasted within the company.

On the other hand, an information and sensitization campaign of the personnel and residents will have thus to be organized beforehand and their attention will have to be drawn to all these aspects, including the calendar of execution, the employment opportunities. In particular, these stakeholders should be informed on the reasons for the choice of the site for the localization of the micro-project as well as the environmental action plan. This sensitization campaign will have to be re-lunched during the execution of the work.

SETTING UP OF THE BUILDING SITE

a) Localization: The importance of setting up a site is determined by the volume and the nature of work to be realized, the number of workmen or laborers, the number and the type of machines. The plan of setting up a building site will have to take into account management and protection measures.

In this regard, the selected site must be at a distance from at least:

- 50 m off the road.
- 100m off a lake or river
- 100m off habitation (dwelling);

The site will have to be selected in order to limit clearing, the pulling up of shrubs or bushes and the demolition of the trees. The valuable trees will be preserved and protected.

The site must be selected away from sensitive zones particularly the marshy zones, the wetlands, sacred zones and the hillsides. Lastly, the site should envisage an adequate Water drainage on the whole of its surface

b) Equipment: The office and housing area in the working site for the personnel must be equipped with sanitary facilities (latrines, septic tanks, absorbing wells, wash-hand basins and showers) according to the number of the work force. The water tanks (reservoir) will have to be installed and the quantity of water must be adequate with the needs. Adequate drainage must protect the installations.

C). Management of solid waste and liquids: Receptacles (*containers*) to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and the waste deposited in a garbage can for recuperation by the Council or in a dumping pit. This pit must be located at least 100m from the installations and in case of a river at least 150m away. At the end of the work the pit is to be filled (restored) with soil up to the level of the original soil.

a)

The pads (apartment) for servicing and washing of the machines will have to be concreted and equipped with a sump - *container into which a liquid that is not needed can flow* for recuperation of oils and greases. Worn oils or drainage oil are to be stored in barrels and

kept in a secured place while waiting to be moved to a specialized centers for treatment. It is the same process for oil filters, batteries and other toxic waste.

Recruitment of the site workers, health and safety

The contractor is expected to make use in the most possible way local of labour in the area or zone where work is to be realized or executed. Failing to find the qualified personnel on the spot, he is authorized to recruit labour in the wider working area.

Apart from the training and information for the personnel on the aspects mentioned above (point 1), the contractor must provide his workmen with the necessary safety and adequate equipment, according to the duty post – anti-dust to prevent dust particles, anti-noise helmet, safety shoes, boots, gloves, glasses etc.

During the works, mobile and fixed signs or notice will be put in place in order to ensure the safety of the staff and resident population. The company or enterprise will carry out routine watering of the site in order to limit dust particles. He will also take care of the speed limits of the various vehicles and machines (less than 40 Km/h). In the same way, he will have to take care that all the temporary deviations are identified in collaboration with the resident population, and the deviations do not affect the sensitive zones.

Opening up and exploitation of quarries and borrowed zones

a) Opening up and exploitation: The opening up and the use of quarries are regulated by:

- Law 64/LF/3 of April 6, 1964;
- Decree 64/Lf-163 of May 26, 1964,
- Ordinance 74/2 of July 6, 1974,
- Law 76/14 of July 8, 1976 modified and supplemented by that of N° 90/021 of August 10, 1990,
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989,
- Decree 90/1477 of November 9, 1990.

The quarries exploited on the public lands are subjected to authorization.

The quarries exploited on private lands are subjected to declaration.

The contractor will have to ask the authorizations envisaged by the texts and for payments in force and will take responsibility for all his related expenses, including the expenses for an eventual compensation of the owner or proprietor.

The contractor will have to present a programme (Plan) for exploitation of the quarry according to the volume to be extracted for works and the reserves.

If the exploitation of the quarry requires noise (*sound, blast*), the residents should consult the exploitation schedules, and the generated noise will not have to exceed 90 decibels at the level of the residents.

The spot for quarry deposits will have to be selected so as not to obstruct the run-off water and will have to be protected from erosion. The contractor will have to obtain controller's approval for the quarry deposits spot.

b) **Bringing back the site to initial or original state (Restoration of the site) & withdrawal from the site:** At the end of works, the site will have to be brought back to its initial or original state. In this regard, installations necessary hereafter will have to be carried out:

- The adjusting of opening materials, then the leveling of the site and in particular leveling of the top soils in order to facilitate the infiltration of water, re-planting of grass and trees as the case may be,
- Restoration of the former natural flows,
- Removal of the dilapidated aspect of the site,
- Fitting up (either through re-filling) of pits in order to avoid the erosion of the degraded soil,
- Restoration of the pit and recuperation of surface waters and conservation of the slope, if the quarry or the borrowed zone can be used for other uses - livestock, playgrounds for the inhabitants, etc.

As regards the working site, the contractor will complete all necessary work to restore the site (bringing the site to its original state). The contractor will have to take away all his material & machines. He is not supposed to abandon any equipment nor materials on the site, or at the surroundings. This restoration of the site relates to all its deviations and contours (e.g. foot paths etc) set up during the works.

It is desirable that the sites should be restored in a progressive way.

Clearing of undergrowth and pruning: Clearing of undergrowth and pruning of the immediate surroundings of the work in order to improve on the exposure of sunlight and to improve on the visibility.

As regards pruning, all the branches overhanging the platform will be cut vertically passing by the clearing limit. All the trees will be cut down overhanging the immediate surroundings and threatening to fall on the work or to impede circulation after a tornado.

The question on clearing of the undergrowth consists of cutting at ground level without uprooting the vegetation.

All trees and shrubs at the entrance and exit of the works (bridges, etc.) will be uprooted so as to facilitate the running of water and to facilitate the regular inspections of the works.

Lastly, it is requested from the contractor to identify as from the start of works, the buyers (middlemen) of the aforementioned waste among the residents (fodder for the cattle, for construction, fuel wood, etc).

DOCUMENT No. 06
THE UNIT PRICE SCHEDULE

| BILL OF QUANTITY AND COST ESTIMATE FOR : THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING, IN NKAMBE SUB DIVISION, DONGA MANTUNG DIVISION, NORTH-WEST REGION | | | | |
|---|--|----------------|------------------------------------|----------------------------------|
| S/N | DESCRIPTION | UNIT | UNIT PRICE In figures (FCFA) | UNIT PRICE In Words (FCFA) |
| I | LOT:100:PRELIMINARY WORKS | | | |
| | site installation including , building permit and environmental impact notice | FF | | |
| | SUB-TOTAL 100 | | | |
| II | LOT NO 200: DEMOLITION / REINFORCEMENT AND RECONSTRUCTION OF WALLS | | | |
| | Demolition of fragile walls/ Reconstruction of demolished walls | | | |
| | Demolition of fragile walls | m ² | | |
| | Reconstruction of destroyed and demolished walls/ Constructions of the fence in front of the prison yard | m ² | | |
| | Reinforcement of reconstructed existing walls /reinforced concrete watch tower | | | |
| | Reinforced concrete dosed at 350kg/m3 for destroyed pillars | m ³ | | |
| | Reinforced concrete dosed at 350kg/m3 for destroyed beams | m ³ | | |
| | Reinforced concrete dosed at 350kg/m3 for destroyed lintels | m ³ | | |
| | Reinforced concrete for the entire watch tower of 3*3*6m with a stair way | m3 | | |
| | Reinforced concrete for the entire fence coping | m3 | | |
| | Demolition and construction of one new watch tower including all accessories | Ls | | |
| | SUB-TOTAL 200 | | | |
| III | LOT NO: 300: RENDERING-COATING | | | |
| | Replastering with cement mortar dosed at 400kg/m3 (e=2cm) on walls | m ² | | |
| | SUB TOTAL 300 | | | |
| IV | LOT NO 400:FLOORING/PAVEMENT | | | |
| | Rescreeding of the entire floor surface with cement mortar dosed at 400kg /m3 | m ² | | |
| | Paving of the entire inner campus | m ² | | |
| | Tiling of the dormitories ,kitchens and toilets | m ² | | |
| | SUB TOTAL | | | |
| 400 | | | | |
| V | LOT NO: 500: CEILING /COVERING | | | |
| | Complete renovation of roof including all components in the dilapidated areas and repairs in licking areas | Ls | | |
| | Replacement of ceiling in plywood panels including ceiling joist | m ² | | |

| | | | | |
|-------------|---|----------------|--|--|
| | Replacement of aluminum 3/10e roofing sheets including all accessories | m ² | | |
| | SUB TOTAL 500 | | | |
| VI | LOT NO:600 : METAL /WOODEN JOINERY | | | |
| | Replacement/supply and installation Complete metallic doors of 90x210cm including metal fitting and looks | u | | |
| | Replacement of complete metallic doors of 80x210cm with metals fitting and looks | u | | |
| | Replacement of metallic doors of 70x210 with glass transom including fitting and looks | u | | |
| | Supply and installation Complete metallic gate of 350x210cm including metal fitting and looks | u | | |
| | Replacement of main entrance metallic doors of 220x210 with glass transom including fitting and looks | u | | |
| | Replacement of main entrance wooden doors of 220x210 with glass transom including fitting and looks | u | | |
| | SUB TOTAL 600 | | | |
| VII | LOT NO:700: ALLUMINIUM AND GLASS JOINERY | | | |
| | Replacement of metallic window (1.20 x 1.20)including all accessories | u | | |
| | Replacement metallic window (0.60x0.60)including all accessories | u | | |
| | Replacement of metallic window (1.50x1.40)including all accessories | u | | |
| | Replacement metallic window (2.10x1.40)including all accessories | u | | |
| | SUB TOTAL 700 | | | |
| VIII | LOT NO: 800: ELECTRICITY (SUPPLY AND INSTALLATION) | | | |
| | Complete electrification of the prison including all accessories (conduiting,cablling,switches sockets lamps etc) | Ls | | |
| | SUB TOTAL 800 | | | |
| IX | LOT NO 900 :FLUIDS (SUPPLY AND INSTALLATION | | | |
| | Piping for waste water and water supply including accessories eg rehabilitation of the borehole etc | ff | | |
| | SUB TOTAL 900 | | | |
| X | LOT NO 1000: PAINTING | | | |
| | impregnation with lime | m ² | | |
| | paint type pancryl on ceiling | m ² | | |
| | Pantex 800 water based for internal walls | m ² | | |

| | | | | | |
|-----------|--|----------------|--|--|--|
| | Two coats of water resistant paint (Pantex 1300) on external walls (color=magnolia) | m ² | | | |
| | Oil paint on metallic work and skirting | m ² | | | |
| | SUB TOTAL 1000 | | | | |
| XI | 1100:EXTERNAL WORKS | | | | |
| | Rain water (run off) gutters 35x40cm/supply and fixing of barbed wire around the fence | ml | | | |
| | Reconcreting of external verandas between the gutter and the foundation walls | m ² | | | |
| | Concrete slab (Ramp) over the gutter at entrances (1.50x1.00 wide) | U | | | |
| | SUB-TOTAL 1100 | | | | |

DOCUMENT No. 07
BILL OF QUANTITIES AND COST ESTIMATES

| BILL OF QUANTITY AND COST ESTIMATE FOR : THE REHABILITATION WORKS OF NKAMBE MAIN PRISON FENCE AND BUILDING, IN NKAMBE SUB DIVISION, DONGA MANTUNG DIVISION, NORTH-WEST REGION | | | | | |
|---|--|----------------|-----|-------------------|---------------|
| S/N | DESCRIPTION | UNIT | QTY | UNIT PRICE (FCFA) | AMOUNT (FCFA) |
| I | LOT:100:PRELIMINARY WORKS | | | | |
| | site installation including , building permit and environmental impact notice | FF | 1 | | |
| | SUB-TOTAL 100 | | | | |
| II | LOT NO 200: DEMOLITION / REINFORCEMENT AND RECONSTRUCTION OF WALLS | | | | |
| | Demolition of fragile walls/ Reconstruction of demolished walls | | | | |
| | Demolition of fragile walls | m ² | 180 | | |
| | Reconstruction of destroyed and demolished walls/ constructions of the fence in front of the prison yard | m ² | 500 | | |
| | Reinforcement of reconstructed existing walls /reinforced concrete watch tower | | | | |
| | Reinforced concrete dosed at 350kg/m3 for destroyed pillars | m ³ | 12 | | |
| | Reinforced concrete dosed at 350kg/m3 for destroyed beams | m ³ | 15 | | |
| | Reinforced concrete dosed at 350kg/m3 for destroyed lintels | m ³ | 11 | | |
| | Reinforced concrete for the entire watch tower of 3*3*6m with a stair way | m3 | 17 | | |
| | Reinforced concrete for the entire fence coping | m3 | 14 | | |
| | Demolition and construction of one new watch tower including all accessories | Ls | 1 | | |
| | SUB-TOTAL 200 | | | | |
| III | LOT NO: 300: RENDERING-COATING | | | | |
| | Replastering with cement mortar dosed at 400kg/m3 (e=2cm) on walls | m ² | 600 | | |
| | SUB TOTAL 300 | | | | |
| IV | LOT NO 400:FLOORING/PAVEMENT | | | | |
| | Rescreeding of the entire floor surface with cement mortar dosed at 400kg /m3 | m ² | 800 | | |
| | Paving of the entire inner campus | m ² | 400 | | |
| | Tiling of the dormitories ,kitchens and toilets | m ² | 200 | | |
| | SUB TOTAL | | | | |
| 400 | | | | | |
| V | LOT NO: 500: CEILING /COVERING | | | | |
| | Complete renovation of roof including all components in the dilapidated areas and repairs in licking areas | Ls | 1 | | |
| | Replacement of ceiling in plywood panels including ceiling joist | m ² | 480 | | |

| | | | | | |
|-------------|--|----------------|------|--|--|
| | Replacement of aluminum 3/10e roofing sheets including all accessories | m ² | 800 | | |
| | SUB TOTAL 500 | | | | |
| VI | LOT NO:600 : METAL /WOODEN JOINERY | | | | |
| | Replacement/supply and installation Complete metallic doors of 90x210cm including metal fitting and looks | u | 14 | | |
| | Replacement of complete metallic doors of 80x210cm with metals fitting and looks | u | 8 | | |
| | Replacement of metallic doors of 70x210 with glass transom including fitting and looks | u | 4 | | |
| | Supply and installation Complete metallic gate of 350x210cm including metal fitting and looks | u | 1 | | |
| | Replacement of main entrance metallic doors of 220x210 with glass transom including fitting and looks | u | 2 | | |
| | Replacement of main entrance wooden doors of 220x210 with glass transom including fitting and looks | u | 2 | | |
| | SUB TOTAL 600 | | | | |
| VII | LOT NO:700: ALLUMINIUM AND GLASS JOINERY | | | | |
| | Replacement of metallic window (1.20 x 1.20)including all accessories | u | 20 | | |
| | Replacement metallic window (0.60x0.60)including all accessories | u | 4 | | |
| | Replacement of metallic window (1.50x1.40)including all accessories | u | 10 | | |
| | Replacement metallic window (2.10x1.40)including all accessories | u | 10 | | |
| | SUB TOTAL 700 | | | | |
| | | | | | |
| VIII | LOT NO: 800: ELECTRICITY (SUPPLY AND INSTALLATION) | | | | |
| | Complete electrification of the prison including all accessories (conduiting, cabling, switches sockets lamps etc) | Ls | 1 | | |
| | SUB TOTAL 800 | | | | |
| | | | | | |
| IX | LOT NO 900: FLUIDS (SUPPLY AND INSTALLATION) | | | | |
| | Piping for waste water and water supply including accessories eg rehabilitation borehole etc | ff | 1 | | |
| | SUB TOTAL 900 | | | | |
| X | LOT NO 1000: PAINTING | | | | |
| | impregnation with lime | m ² | 1300 | | |
| | paint type pancryl on ceiling | m ² | 640 | | |
| | Pantex 800 water based for internal walls | m ² | 650 | | |
| | Two coats of water resistant paint (Pantex 1300) on | m ² | 650 | | |

| | | | | | |
|-----------|--|----------------|-----|--|--|
| | external walls (color=magnolia) | | | | |
| | Oil paint on metallic work and skirting | m ² | 400 | | |
| | SUB TOTAL 1000 | | | | |
| XI | 1100:EXTERNAL WORKS | | | | |
| | Rain water (run off) gutters 35x40cm/supply and fixing of barbed wire around the fence | ml | 200 | | |
| | Reconcreting of external verandas between the gutter and the foundation walls | m ² | 80 | | |
| | Concrete slab (Ramp) over the gutter at entrances (1.50x1.00 wide) | U | 6 | | |
| | SUB-TOTAL 1100 | | | | |