REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

REGION DU NORD- OUEST

DEPARTEMENT DU DONGA MANTUNG

PREFECTURE

SERVICE DES CONTRATS

REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

DIVISIONAL OFFICE

SERVICE OF CONTRACTS AWARD

OPEN NATIONAL INVITATION TO TENDER

Nº 003/ONIT/NWR/DMD/DMDTB/2026 OF 10/02/26 FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG, NORTH WEST REGION.

DELEGATED CONTRACTING AUTHORITY: THE SENIOR DIVISIONAL OFFICER

PROJECT OWNER: THE DD OF MINMIDT DONGA MANTUNG

FUNDING: MINMIDT PIB BUDGET 2026,

TENDER FILE

2026 FISCAL YEAR

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REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

REGION DU NORD- OUEST

DEPARTEMENT DU DONGA MANTUNG

PREFECTURE

SERVICE DES CONTRATS

REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

DIVISIONAL OFFICE

SERVICE OF CONTRACTS AWARD

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N° 003/ONIT/NWR/DMD/DMDTB/2026 OF 10/02/26 FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG, NORTH WEST REGION, PHASE 1, THROUGH EMERGENCY PROCEDURE.

1) SUBJECT OF THE INVITATION TO TENDER:

Within the frame-work of the **2026 State Budget**, the Delegated Contracting Authority (**THE SENIOR DIVISIONAL OFFICER FOR DONGA MANTUNG**), hereby representing the State of Cameroon, launches an Open National Invitation to tender for THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG, NORTH WEST REGION.

2) CONSISTENCY / NATURE OF SERVICE:

The works subject of this invitation to tender shall require THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG, NORTH WEST REGION. The works required are found in the detail description mentioned in the bill of quantities and cost estimates.

3) EXECUTION DURATION:

The maximum execution duration provided for by the **Project Owner** for the execution of the works subject of this tender shall be **120 calendar days (4 months)** with effect from date of notification of the Service Order to start execution.

4) ALLOTMENT:

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

Lot	Works	Locality
1	Construction of a fence round the Divisional Delegation of MINMIDT Donga Mantung	Nkambe Subdivision, Donga Mantung Division, North West Region

5) COST ESTIMATE:

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

Lot	Works	Locality	Estimated Cost

1	Construction of a fence round the Divisional Delegation of MINMIDT Donga Mantung	Nkambe Subdivision, Donga Mantung Division, North West Region	32,000,000 FCFA

6) PARTICIPATION AND ORIGIN:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon with the required technical and professional expertise in the domain of **road maintenance** accompanied by the necessary financial capability. The company should not have any record of abandonment of a project.

7) FINANCING:

Works which form the subject of this invitation to tender shall be financed as per the programmed budget head of the **2026 Budget of the Ministry of Mines and Technological Development** as specified in the table below:-

Lot	Ministry	Delegated Contracting Authority	Works	Provisional Amount
1	Ministry of Mines and Technological Development	Senior Divisional Officer for Donga Mantung	Construction of a fence round the Divisional Delegation of MINMIDT Donga Mantung	32,000,000 FCFA

8) BID BONDS (PROVISIONAL GUARANTEE):

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

Lot	Works	Locality	Estimated Cost	Bid Bond	Tender Fee
1	Construction of a fence round the Divisional Delegation of MINMIDT Donga Mantung	Nkambe Subdivision, Donga Mantung Division, North West Region	32,000,000 FCFA	640,000 FCFA	64,000 FCFA

9) CONSULTATION OF TENDER FILE:

The Tender documents may be consulted immediately after publication of this invitation to tender from the Services of the **Delegated Contracting Authority** ***(Service in charge of the Contracts award)*** **at the Senior Divisional Officer's Office premises, at the Divisional Delegation of Public Contracts Donga Mantung and at the Regional Office of the Public Contracts Regulatory Board (ARMP) North West Bamenda during working hours.**

10) ACQUISITION OF TENDER FILE:

The Tender documents shall be obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority during working hours at the **Senior Divisional Officer's Office premises.** The document shall be obtained upon presentation of a Treasury receipt showing the payment of a non-refundable sum of sixty-four thousand **(64,000) francs CFA from Divisional Treasury Nkambe.**

11) SUBMISSION OF BIDS (OFFERS):

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in **seven (7)** copies that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one sealed external envelope containing three (3) envelopes, that is, **Envelope A: Administrative Documents, Envelope B: Technical documents and Envelope C: Financial documents.** It shall reach the **Divisional Contracts Award Service** not later than ..10/03/26 **At 10:00am** local time. The sealed external envelope shall be free of all identification marks, failing with this, the file shall be rejected. The envelope should contain the electronic version of the bids.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:
OPEN NATIONAL INVITATION TO TENDER

N° 003/ONIT/NWR/DMD/DMDTB/2026 OF ..... FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG DIVISION, NORTH WEST REGION.

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

12) ADMISSIBILTY OF OFFERS:

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

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

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

13) OPENING OF BIDS (OFFERS):

Bids shall be opened by the **Donga Mantung Divisional Tenders Board** in a single phase on the **.....2026 at 11:00 am** local time in the conference hall of the **Senior Divisional Office**. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

14) EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following:

A) Eliminatory Criteria.

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file and not submitted within 48 hours upon request
- Absence of attestation of site visit signed by the Contractor in his honour with his picture on the site;
- Absence of an attestation of categorization of enterprises;
- False declaration or forged documents;
- Proof of having abandoned a project in the previous financial years
- Absence of bid bond or bid bond not issued directly in bidder's name by a first-rate bank approved by the Ministry in charge of Finance and validated by CIDEC;
- Bid not submitted in soft and hard copies;
- Enterprises suspended from public procurement;
- Deadline of execution more than the prescribed;
- Omission of a quantified task on the bill of quantities and cost estimate;
- Failure to obtain at least 80% in the evaluation of the technical proposal;

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

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than **80%** *(non-respect of **80%** of the essential criteria);*
- Absence of quantified unit price *(omission of a unit price in the financial bid).*

B) **Essential Criteria**

- General presentation of the tender bid,
- Financial Capacity
- References of the company in the similar domain,
- Quality of the personnel,
- Technical Organisation of Works,
- Report of site visit,
- Logistics,
- Special technical clauses initialled on all the pages and signed on the last page,
- Special administrative clauses initialled on all the pages and signed on the last page.

NB:

-Any Bid that shall not obtain a minimum of **80%** evaluation in the technical documents shall simply be rejected.

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

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

15) VALIDITY OF OFFERS:

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

16) AWARD OF THE CONTRACT:

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

17) COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the Service for the Contracts Award at **the Senior Divisional Office for Donga Mantung**.

18) AMENDMENT TO THE INVITATION TO TENDER:

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

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

Nkambe, the 10 FEV 2026

Copies :

- *CHAIRMAN, Donga Mantung Divisional Tenders Board*
- *Divisional Delegate of MINTP -DM*
- *Divisional Delegation of Public Contracts- DM*
- *ARMP Bamenda (for publication and filing)*
- *Divisional Service for the award of Contracts (for filing)*
- *CRTV/ DMCR Radio House(s), to facilitate publicity*
- *BILL BOARDS*
- CHRONO

THE SENIOR DIVISIONAL OFFICER
(DELEGATED CONTRACTING AUTHORITY)

REPUBLIC OF CAMEROON
REPUBLIQUE DU CAMEROUN
DEPARTEMENT DE DONGA MANTUNG
DIVISIONAL OFFICE NKAMBE-DONGA MANTUNG

LE PREFET
BALEKIN Georges
Gloire Emmanuel
Administrateur Civil Principal
Hors Echelle

DOSSIER N° 1

REPUBLIQUE DU CAMEROUN	REPUBLIC OF CAMEROON
PAIX – TRAVAIL – PATRIE	PEACE – WORK – FATHERLAND
REGION DU NORD- OUEST	NORTH WEST REGION
DEPARTEMENT DU DONGA MANTUNG	DONGA MANTUNG DIVISION
PREFECTURE	DIVISIONAL OFFICE
SERVICE DES CONTRATS	SERVICE OF CONTRACTS AWARD

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 003/ONIT/NWR/DMD/DMDTB/2026 DU 10/02/26 ***POUR LES TRAVAUX DE CONSTRUCTION DE LA CLOTURE A LA DELEGATION DEPARTEMETAL DU MINMIDT, DONGA MANTUNG*, REGION DU NORD OUEST.**

1- Objet de l'appel d'offres :

Dans le cadre du Budget du MINMIDT 2026, LE PREFET DU DEPARTEMENT DU DONGA MANTUNG, (Autorité Contractante Délégué) représentant de l'Etat du Cameroun lance un Appel d'Offres National Ouvert pour ***les travaux de construction de la clôture a la Délégation Départemental du Donga Mantung,*** **Région du Nord-Ouest.**

2- Consistance des travaux/ Nature du service

Les travaux objets du présent appel d'offres concerneront ***les travaux de construction de la clôture a la Délégation Départemental du Donga Mantung,*** **Région du Nord-Ouest.**
Les travaux sont détaillés dans les descriptions mentionnées dans le cadre du détail quantitatif et estimatif.

3- Délai d'exécution :

Le délai maximum prévu par le **Maitre d'Ouvrage** pour l'exécution des travaux du présent appel d'offre est de **(120) jours** continus **(4 mois)** à partir du jour de la notification de l'ordre de service pour le démarrage des travaux.

4- Allotissement :

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

Lot	Travaux	Localité
1	Travaux de construction de la clôture à la Délégation Départemental du Donga Mantung	Arrondissement de Nkambe, Département du Donga Mantung, Région du Nord-Ouest

5- Coût prévisionnel

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

Lot	Travaux	Localité	Coût prévisionnel
1	Travaux de construction de la clôture à la Délégation Départemental du Donga Mantung	Arrondissement de Nkambe, Département du Donga Mantung, Région du Nord-Ouest	32,000,000 FCFA

6- Participation et origine :

La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises ou groupes d'entreprises ayant une bonne réputation ainsi qu'expertise professionnel, technique et financier dans la construction des infrastructures publics basées au Cameroun. L'entreprise ne doit pas avoir abandonné un projet.

7- Financement :

Les travaux, objet du présent appel d'offres sont financés par la rubrique programmé dans le Budget de **l'exercice 2026-MINMIDT** de la République du Cameroun comme spécifié dans le tableau ci-dessous : -

Lot	Ministère	Autorité Contractante	Travaux	Coût prévisionnel
1	MINMIDT	PREFET DONGA MANTUNG	Travaux de construction de la clôture à la Délégation Départemental du Donga Mantung	32,000,000 FCFA

8- Cautionnement provisoire ***(Garanties de soumission)***

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du ce dossier d'appel d'offres et valable pendant quatre-vingt-dix (90) jours au-delà de la date originale de validité des offres.

Lot	Travaux	Localité	Coût prévisionnel	Cautionnement provisoire	Prix d'achat du DAO
1	Travaux de construction de la clôture à la Délégation Départemental du Donga Mantung	Arrondissement de Nkambe, Département du Donga Mantung, Région du Nord-Ouest	32,000,000 FCFA	640,000 FCFA	64,000 FCFA

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 (Service de passation des marchés auprès de la Préfecture du Donga Mantung), à la Délégation Départementale des Marchés Publics du Donga Mantung et au Bureau Régional de l'Agence de Régularisation des Marches Publics (ARMP) Nord-Ouest pendant les heures ouvrables.

10- Acquisition du dossier d'appel d'offres :

Le dossier peut être obtenu dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant Délégué pendant les heures ouvrables à **la Préfecture de Donga Mantung**. Le dossier sera obtenu contre versement d'une somme non remboursable de soixante-quatre mille **(64,000)** francs CFA payable à la **trésorerie départementale du Donga Mantung**.

11- Remise des offres :

Chaque offre rédigée en français ou en anglais sera signé par le soumissionnaire ou son Représentant dument autorisé et présenté en sept (07) exemplaires c'est-à-dire, Un **(01) original et six (06) copies marqués comme tels** de trois enveloppes marqué **A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier.** Les offres seront remises étant dans une enveloppe externe fermée au **service de passation des marchés de la Préfecture du Donga Mantung** au plus tard le 10/03/**2026** à **10 heures.** L'enveloppe doit contenir la version électronique de l'offre. Cette enveloppe externe devra être adressée à l'Autorité Contractante portant la mention :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

Nº 003/ONI/NWR/DMD/DMDTB/2026 DU 10/02/26 ***POUR LES TRAVAUX DE CONSTRUCTION DE LA CLOTURE A LA DELEGATION DEPARTEMETAL DU MINMIDT, DONGA MANTUNG,*** **REGION DU NORD OUEST.**

"A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT"

12 - Admissibilités des offres

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

Cautionnement provisoire sera remis au soumissionnaire qui n'a pas réussi seulement par l'Autorité Contractante au plus tard trente jours après la période de validité. À l'attributaire, le cautionnement provisoire sera remis par l'Autorité Contractante 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 sera faite par la Commission de passation des marchés en une seule phase le 10/09/**2026 à 11 heures** heure locale dans la salle conférence présidé par Président de la commission de passation des marchés auprès de la Préfecture du Donga Mantung. Seuls les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et de la réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l'ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

14- Critères d'évaluation :

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

Les offres seront évaluées selon des conditions suivantes.

A) Critères éliminatoires

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes,
- Enveloppes externes ayant les signes d'identification des soumissionnaires,
- Absence de l'attestation de la visite du site signé par le Maître d'Ouvrage ;
- Absence d'un document dans le dossier Administratif et qui n'est pas soumis dans 48 heures sous demande
- Absence de l'attestation de visite de lieu signé du soumissionnaire à son honeur avec une photo montrant sa présence sur le site ;
- Absence de l'attestation de catégorisation des enterprises;
- Fausse déclaration ou pièce falsifiée
- Montre d'avoir abandonné un projet au cours des années antérieurs
- Absence de cautionnement provisoire non délivrée directement au nom du soumissionnaire par une banque de premier ordre agréée par le Ministère chargé des Finances et validé par CIDEC;
- les offres non soumis en version électronique et physique;
- Enterprises suspendu des marchés Publics;
- Délai d'exécution supérieur à celui préscrit
- Omission d'une tâche quantifié dans le devis quantitatif et estimatif;
- Note inférieure à **80%** au niveau de l'évaluation de l'offre technique

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

- Délai d'exécution plus long que prescrit dans l'Appel d'Offres
- Note technique inférieure à **80%** au niveau de l'évaluation administrative et technique
- Omission dans le bordereau des prix ou d'un prix unitaire dans le dossier financier.

B) Critères essentiels

- Présentation général de dossier de soumission,
- Capacité financière,
- Références de l'entreprise dans le domaine similaires,
- Qualité du personnel,
- Organisation technique des travaux,
- Rapport de visite de lieu,
- Moyen logistiques,
- Clauses technique spéciales visé sur tous les pages et signé sur la dernière page,
- Clauses administratif spéciales visé sur tous les pages et signé sur la dernière page

Remarque :

- **Seules les entreprises ayant obtenu au moins 80% de la notation sur la Secondaire des dossiers administratif et technique seront retenues pour l'étape II ;**
- **Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.**

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

15. Durée de validité des offres

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

16- Attribution :

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

17. Les Renseignements Complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés auprès de la Préfecture du Donga Mantung

18- Additif à l'appel D'offres :

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

Nkambe, le 10 FEV 2026

LE PREFET DU DONGA MANTUNG
(Autorité Contractante Délégué)

REPUBLIC OF CAMEROON
REPUBLIQUE DU CAMEROUN
LE PREFET
DEPARTEMENT DE DONGA MANTUNG
DIVISIONAL OFFICE NKAMBE DONGA MANTUNG

BASILEKIN Georges Magloire Emmanuel
Administrateur Civil Principal
Hors Echelle

Ampliations:

- Président de la commission de passation de marché.
- le Délégué Départemental de MINTP Donga Mantung
- le Délégué Départemental des Marchés Publics Donga Mantung
- ARMP Bamenda (pour publication et archivage)
-Service Départemental de passation des marches (pour archivage)
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-DMCR/Radios locales pour faciliter la publicité
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Article 32: Evaluation of financial bids

F. Award of the Contract

Article 33: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure
Article 34: Award
Article 35: Publication of results of award and petition
Article 36: Notification of the award of the Contract
Article 37: Signature of the Contract
Article 38: Final bond
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GENERAL REGULATIONS OF THE INVITATION TO TENDER

A-GENERALITIES

Article 01: SCOPE OF THE INVITATION TO TENDER

(a) DELEGATED CONTRACTING AUTHORITY as defined in the Special Regulations of the invitation to tender ("RPAO") is the **SENIOR DIVISIONAL OFFICER FOR DONGA MANTUNG** who shall be in charge of launching the tender file. The name, the reference number and the number of lots contained in the invitation to tenders are found in the Special Regulations of the invitation to tender.

(b) SUCCESSFUL BIDDER shall be the company to which the Contract shall be awarded. This company shall have to execute and finish the tasks defined in the Special Regulations of the invitation to tender within the deadline spelled out in the service order notifying when to start execution, except modified by the Special Administrative Conditions *("CCAP")* of the invitation to tender.

(c) DAY in this tender file shall mean **a calendar day**.

Article 02: FINANCING

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

Article 03: FRAUD AND CORRUPTION

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

a)The following definitions shall be admitted:

i) Shall be guilty of **"corruption"** whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a Contract;

ii) Is involved in **"fraudulent manoeuvres"** whoever deforms or distorts facts in order to influence the award or execution of a Contract;

iii) **"Collusive practices"** shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

iv) **"Coercive practices"** shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a Contract.

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

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

Article 04: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in construction accompanied by the necessary legal and financial autonomy and must not have been excluded from bidding for Public Contracts as well as managed according to commercial laws and not under the direct supervisory authority of the Contracting Authority or Project

Owner. A bidder (including all members of a group of enterprises and all Sub-Contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he: -

(a) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of Contracts awarded for this Invitation to Tender.

(b) Presents more than one bid within the context of Invitation to Tender, except authorised variants, where need be; meanwhile, this does not prevent the participation of Sub-Contractors in more than one bid.

(c) and the Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of Public Contracts

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

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

Article 06: QUALIFICATION OF BIDDERS

(a) As an integral part of their bid, bidders must:

(i) Submit a power of attorney making the signatory of the bid bound by the bid; and

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

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

- The production of certified balance sheets and recent turnovers
- Access to a line of credit or availability of other financial resources
- Orders acquired and Contracts awarded
- Pending litigations
- Availability of indispensable equipment

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

- The bid must include all the information listed in paragraph 1 above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group
- The bid and the Contract must be signed in a way that is binding on all members of the group
- The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form
- The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract
- In case of joint co-Contracting, the co-Contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-Contracting

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

Article 07: SITE VISIT

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

B-TENDER FILE

Article 08: CONTENT OF THE TENDER FILE

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

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

Article 09: CLARIFICATIONS ON THE TENDER FILE

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

THE DELEGATED CONTRACTING AUTHORITY
THE SENIOR DIVISIONL OFFICER FOR DONGA MANTUNG

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

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

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

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

The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum while publishing the amendment which now constitutes the integral part of the tenders file and must be communicated to all the companies that

purchased the tender file. Hence to give room for bidders to prepare their offers the Delegated Contracting Authority may postponed the deadline of submission as long as he deems necessary

C-PREPARATION OF BIDS

Article 11: TENDER FEES

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

Article 12: LANGUAGE OF THE BIDS

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

Article 13: PRESENTATION AND CONTENT OF BIDS

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

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

OPEN NATIONAL INVITATION TO TENDER
N° 003/ONIT/NWR/DMD/DMDTB/2026 OF .....2026 FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG DIVISION, NORTH WEST REGION.

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

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

a. ***Envelop A: Administrative file shall include: -***

i) all documents attesting that the bidder:
- has subscribed to all declarations provided for by the laws and regulations in force;
- paid all taxes, duties, contributions, fees or deductions of whatever nature;
- is not winding up or bankrupt;
- is not the subject of an exclusion order or forfeiture provided for by the law in force;

ii) The bid bond established in accordance with the provisions of the General Regulations of the invitation to tender;

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

b. ***Envelop B: Technical bid shall include: -***

(i) *Information on qualification-* The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in the Special Regulations of the invitation to tender

(ii) *Methodology-* The Special Conditions of the invitation to tender specify the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-Contracting, attestation of visit of the site, where necessary, etc

(iii) *Proof of acceptance of conditions of the Contract-* The bidder shall submit duly initialled copies of the Special Administrative Conditions (SAC) and Special Technical Conditions (STC) relating to the Contract.

(iv) *Commentaries (optional)* - commentary on the technical choices of the project and possible proposals

c. ***Envelop C: Financial bid:***

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

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

(ii) The duly filled Unit Price schedule

(iii) The duly filled detailed estimates

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

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

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

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

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

THE DELEGATED CONTRACTING AUTHORITY
THE SENIOR DIVISIONAL OFFICER FOR DONGA MANTUNG

OPEN NATIONAL INVITATION TO TENDER

N° 003/ONIT/NWR/DMD/DMDTB/2026 OF ..... FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG DIVISION, NORTH WEST REGION.

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

Note should be taken that:-

(a) Envelopes bearing any other inscriptions shall be simply rejected

(b) The Contracting Authority bears no responsibility for any missing document and/or premature opening of offers if the external envelop is submitted not sealed by the bidder.

(c) During calculation of prices:

- ***The amount shall be calculated on the bases of variable prices. The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his offer for each item.***
- ***The bidder shall express the prices in the Price Elaboration Schedule (PES) and Bill of quantities and cost estimates (BQCE) in francs CFA excluding taxes before adding the taxes to the BQCE only. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.***
- ***The eventual calculation errors shall be corrected by the Committee for Analysis and the amount altered if necessary without any complaints from the bidder.***
- ***A unit price which shall be the price of an element of a good or service, of a type or an item of work, the quantities of which are estimates in the CONTRACT shall be calculated in Francs CFA and furnished in figures and in words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA***
- ***As this invitation to tender will consist of a Contract whose duration of execution is not more than one (01) year, it shall not be subject to price revision.***
- ***It shall be forbidden to introduce a price revision clause by way of additional clause in the Contract awarded on the basis of a firm price.***

Article 14: AMOUNT OF THE BID

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

(a) The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

(b) 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.

(c) 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.

(d) All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tenders file.

Article 15: CURRENCY OF BID AND PAYMENT

Offers must be in the prevailing currency of the country where the Delegated Contracting Authority is based otherwise must be prove of conversion in an annex.

Article 16: VALIDITY OF BID

Offers shall be valid within the period specified in the Special Tender Regulation and shall be fixed by the Contracting Authority, counting from the date of submission of offers. Offers whose period of validity will be too short shall be considered not being in compliance (rejected) and prolongation of the validity period by a bidder without prior authorisation from the Contracting Authority on request from the bidder shall be rejected.

Remarks:

-Under exceptional circumstances, the Delegated 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 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.

-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

The amount of the bid bond shall be as specified in these General Tender Regulations and must be of the model presented in the tender file or otherwise any other model must have been authorized by the Contracting Authority before use. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Delegated Contracting Authority and accepted by the bidder, in accordance with the provisions of these General Regulations. Hence: -

(a) 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.

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

(c) 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.

(d) The bid bond may be seized:

(i) If the bidder withdraws his bid during the period of validity;

(ii) If the retained bidder:

- fails in his obligation to register the Contract in application of article 38 of the General Regulations;
- Fails in his obligation to furnish the required final bond in application of the General Regulations
- Refuses to receive notification of the Administrative Order to commence execution.

Article 18: VARYING PROPOSALS BY BIDDERS

Where the tasks 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.

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

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

Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT

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

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 Delegated 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 the paragraph below.

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 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 the General Regulations and not through the minutes of the preparatory meeting.

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 BIDS

Each offer shall be presented in seven (07) copies that is, **one (01) original** clearly indicated **"ORIGINAL" and six (06) photocopies** bearing **"COPY"**. The original must be typed or written with indelible ink and in case of any ambiguities or differences only the original shall be considered authentic. In case of a correction or a page overloaded with information added after, it must be visaed by the signatory (ies) (person or persons mandated to sign for the bidder). The bid shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the bid.

D-SUBMISSION OF BIDS

Article 21: SEALING AND MARKING OF BIDS

Each bidder shall seal each original and the correspondent copies of the bid in separate envelopes *(called internal envelopes)* by marking on these documents "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be put in another envelope *(called external envelope)* which shall equally be sealed but which shall not give any indication regarding the identity of the bidder. The external and internal envelopes:

a) Should be addressed to the Delegated Contracting Authority at the address indicated in the Special Regulations;

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "***TO BE OPENED ONLY DURING THE BIDS-OPENING SESSION***" as specified in the Special Regulations.

The internal envelopes on the other hand, should equally carry the name and address of the bidder to enable the Contracting Authority return the sealed bid if it is late in accordance with the General Regulations.

Remark: *If the external envelope is not sealed and marked as indicated in Article 21 here 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

Bids bearing the specified address shall be submitted to the **Delegated Contracting Authority or Senior Divisional Officer's Office, Service for Contracts award** against a duly signed receipt bearing the **date** and **time** specified in the Special Tender Regulations. Each bidder after submission shall before departure, ensure that the external envelope *(enclosing envelopes A, B and C)* is **stamped** and **dated**. After submission **no bid** (regularly submitted) **shall be withdrawn**, supplemented or modified. Hence, in the case where the envelope shall not be sealed or without the appropriate inscriptions on it, the administration shall decline all responsibilities for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

Hence all documents submitted by a bidder in any capacity, following this open national invitation to tender, must be established exclusively:

- In English or French language,
- Using the metric system for quantities,
- Expressing all costs (prices) in francs FCFA.

Article 23: OUT OF TIME-LIMIT BIDS

After the specified deadline, any bid shall be declaring late and rejected.

Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription **"WITHDRAWAL"**, and "**REPLACEMENT BID**" or "**MODIFICATION**". Hence: -

(a) 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.

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

(c)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.

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 notification must be signed by the person mandated to sign for the bidder. 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 OFFER"** or **"MODIFICATION".** The notification of the 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. Bids being requested to be withdrawn by bidders shall not be opened before returning to them.

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

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

E- OPENING AND EVALUATION OF BIDS

Article 25: OPENING OF BIDS AND PETITIONS

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

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

- ➔All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant *(where necessary)*, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation. **Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.**
- ➔Offers (and modifications received in accordance with the provisions of the article of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- ➔Bid-opening minutes are recorded on the spot mentioning the admissibility of offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- ➔At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.

➔In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of Public Contracts and the Contracting Authority.

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

Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE

No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person concerned with the said procedure before the announcement of the results. Hence, any attempt by a bidder to influence the committee in charge of evaluation of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

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

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

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

Article 28: DETERMINATION OF COMPLIANCE OF BIDS

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

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

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

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

During evaluation, the committee concerned shall: -

➔Carry out a detailed examination of offers to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.

Hence, the committee in charge of evaluation shall: -

➔Determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

➔Ensure that the successful bidder, because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

➔Verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors.

Article 29: QUALIFICATION OF THE BIDDER

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

Article 30: CORRECTION OF ERRORS

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

(a) Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a **Gross Error** of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

(b) If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

(c) Where there is a difference between the price indicated in 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.

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

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

Article 31: CONVERSION INTO A SINGLE CURRENCY

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

Article 32: EVALUATION AND COMPARISON OF FINANCIAL BIDS

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

a) By correcting any possible error in accordance with the provisions of the General Regulations;

b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.

c) By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of the General Regulations;

d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;

f) If need be, in accordance with the provisions of the General Regulations (GAC) and the Special Regulations (SAC) by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

As well, the estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the Contract shall not be considered during the evaluation of offers. Hence, the Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

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

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

Article 34: AWARD OF CONTRACT

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

* The preparation, thorough verification and awarding of the Contract according to the rules and procedures defined by the legislation in force for public Contracts to enable effective execution.
* The winner shall be notified through his official address or public media. He/she shall in two (02) days fulfil the formalities related to the awards.
* The Tenders Board shall establish in five (05) copies of the Contract, into which the winner shall enter and be signed by the Contracting Authority after the finance visa.

NB:

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her chance which shall later on be simply annulled without further notice and the next bidder in the ranking shall be called in for replacement.
- Once the Contracting Authority has signed the Contract (Contract), the Contractor shall be notified. The Contractor shall ensure that he contacts the **Contract Engineer** as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and eventual cancellation of Contract. The Contract may be cancelled outright in the cases provided for by Decree N°.:2018/366 of 20th June 2018 to institute the Public Contracts Code.

Article 35: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

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

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

Remarks:

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

(b) 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.

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

Article 36: NOTIFICATION OF AN AWARD OF CONTRACT

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

Article 37: SIGNING OF THE CONTRACT

The Contracting Authority has a deadline of **seven (7) days** to sign the Contract from the date of reception 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. As well, the Contracting Authority must be notified the successful bidder of the signed Contract within five (5) days of its date of signature.

Article 38: FINAL BOND

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

REMARK:

(a)Bid bond to be released to the Contractor upon a written request addressed to the Contracting Authority can only take place after when the Contractor must have proven with attestation for having furnished the Project Owner with a final bond and/or after the start-off advance is refunded.

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

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

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

Article 39: ADDITIONAL INFORMATION

This includes the facts that: -

- Only works and services actually earmarked and executed under the Contract shall be paid to the Contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the project site shall be carried out by the Contract Engineer in collaboration with the **Project Owner**. They shall be required to give reports on the tasks executed. The Contract Engineer shall prepare payments that shall be VISAED by the Contracting Authority and transmitted for payment into an account opened by the Contractor to this effect.
- Tasks to be executed are placed under the supervision of the Contract Engineer
- Members of the Follow-up Committee may separately visit the site at any stage of the execution of works and have access to the entire document pertaining to the follow-up for proper execution of works.

DOCUMENT N° 03

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

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

ARTICLE 01: DEFINITION OF WORKS

The works involved in the execution of the project shall consist of a number of tasks for **the CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, Donga Mantung, North West Region,** with the specifications as in the Special Technical Conditions and in the Bill of quantities and cost estimates. The Delegated Contracting Authority concerned in this invitation to tender shall be THE SENIOR DIVISIONAL OFFICER FOR DONGA MANTUNG . The reference of this tenders file is

N° 003/ONIT/NWR/DMD/DMDTB/2026 OF ..... FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG DIVISION, NORTH WEST REGION.

ARTICLE 02: EXECUTION DURATION

The execution duration for this project shall be **one hundred and twenty (120) calendar days**, counting in function of the date of notification of the service order to start execution. Hence, bids shall be evaluated on the basis of execution duration of the tasks involved between a minimum and maximum ninety calendar days. The evaluation method features in the General Regulations. The execution duration proposed by the preferred bidder shall become the Contractual execution duration. For this reason, the provisions of this article are such that THE SENIOR DIVISIONAL OFFICER FOR DONGA MANTUNG **expects** net advantages of shorter execution duration.

ARTICLE 03: SOURCE OF FINANCING

The source of funding for the project shall be the **2026 Budget of the Republic of Cameroon** imputed under the budgetary supervision of **MINMIDT** and assigned to the Divisional Delegate of MINMIDT for DONGA MANTUNG, North West Region.

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

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

ARTICLE 05: PRESENTATION AND CONTENT OF BIDS

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

1. ENVELOPE A-Administrative documents

Administrative documents attest that the bidder: -

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

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

A1. Certificate of incorporation
A2 Declaration of Intention to tender stamped with the tariff in force (written by the bidder)
A3 Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months old
A4. Attestation of the bank account affiliated to COBAC (Original) or by a foreign bank of the first order not more than three (03) months old
A5. Purchase receipt of the tender file issued by the public treasury of sixty-four thousand (64,000) F CFA
A6. A bid bond of 640,000 (six hundred and forty thousand) F CFA issued by a first-rate bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A7. An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)
A8 An attestation of the National Social Insurance Fund stating the bidder has met all his obligations vis a vis the Fund. The attestation should be less than three (03) months old
A9 Attestation of fiscal conformity (photocopy certified by the Chief of Centre of Taxes, not more than three (03) months old
A10. Certified copy of valid Taxpayers card, delivered by the Chief of Centre of Taxes
A11. Certificate of categorization.
A12. Group agreement where necessary.

Model form N° 13 for format

A14. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise
A15. The Special Tender Regulations initialled and signed on the last page.
A16. The Special Administrative clauses initialled and signed on the last page
A17. Power of attorney where necessary
A18. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises

2. ENVELOPE B-Technical Documents

Technical offer will contain: -

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

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

No	DOCUMENT	SPECIFICATION	AUTHENTIFICATION
B1	**Equipment list**	It shall show clearly the means at the disposal of the enterprise to carry out the job *(See Model form N° 12 for format)*	Attach certified copies of title deeds, receipts, etc. NB- ***The equipment and tools must be present at the site during each phase of the execution***
B2	**Personnel list**	It shall contain:	Attach for each person a CV

		☞ **Works Supervisor**: At least a Civil Engineer with at least 3 years' experience in the field of road maintenance. ☞ **Foreman**: A Civil Engineering Technician experience with at least 5 years in the domain of road maintenance	*(signed and dated by the individual)* as well as a certified copy of highest diploma of each person concerned. Key Personnel shall include the Works Supervisor Works Foreman and other dependent on the bids of the candidate.
B3	**Methodology/ Organisation of works**	Bids shall be assessed based on the technical understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise *(methodology of execution, work schedule, site installation, supply of materials, works to be sub-Contracted, to the use of local manpower, HIMO etc)*	Date, signature and stamp of bidder at the end of document
B4	**Sub-Contracting**	Information on the sub-Contractor (equipment, personnel, references, etc)	Date and signature of sub-Contractor (only 30% of the Contract can be sub-Contracted)
B5	**Site visit report**	Site visit report containing coloured picture(s) of the Representative of the company conspicuously seen on site	Dated and co-signed by the Managing Director and Works Supervisor of the company *(see Model form N° 14 for format)*.
B6	**References of the enterprise.**	List of similar jobs executed in the last three (03) years by the enterprise and/or other civil engineering works realised.	Amount of works, copies of (1st and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. *(see Model form N° 11 for format)*
B7	**Technical specifications**	Provided in tender file.	Initialled on every page and signed and stamp on the last page
B8	**Financial capability**	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.

3. **ENVELOPE C- <u>Financial Documents</u>**

No	DOCUMENT	SPECIFICATION	AUTHENTIFICATION
C1	**The tender letter**	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. *(see Model Form N° 02 for format)*
C2	**Unit price schedule**	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise official stamp.
C3	**Bill of Quantities and Cost Estimates**	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	**Sub detail of unite prices**	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page

Note:

- Plans provided with tender file should not be submitted.

- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- In case of offers for many lots for same invitation to tender, the bidder shall indicate the rebates he is capable of offering in case of an award for more than one lot.

ARTICLE 06: SUBMISSION OF BIDS (OFFERS)

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

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

OPEN NATIONAL INVITATION TO TENDER
Nº 003/ONIT/NWR/DMD/DMDTB/2026 OF ..... FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG, NORTH WEST REGION.

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

ARTICLE 07: ADMISSIBILTY OF BIDS:

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

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

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

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

ARTICLE 08: OPENING OF BIDS (OFFERS):

Bids shall be opened by the **Donga Mantung Divisional tenders board** in a single phase on the **.....2026 at 11am** local time in the conference hall of the Senior Divisional Officer's office. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

ARTICLE 09: EVALUATION CRITERIA

They include: -

(a) Eliminatory criteria

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

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file and not submitted within 48 hours upon request
- Absence of attestation of site visit signed by the Contractor in his honour with his picture on the site;
- Absence of an attestation of categorization of enterprises;
- False declaration or forged documents;
- Proof of having abandoned a project in the previous financial years
- Absence of bid bond or bid bond not issued directly in bidder's name by a first-rate bank approved by the Ministry in charge of Finance and validated by CIDEC;
- Bid not submitted in soft and hard copies;
- Enterprises suspended from public procurement;
- Deadline of execution more than the prescribed;
- Omission of a quantified task on the bill of quantities and cost estimate;
- Failure to obtain at least 80% in the evaluation of the technical proposal;

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

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than **80%** *(non-respect of **80%** of the essential criteria);*
- Absence of quantified unit price *(omission of a unit price in the financial bid).*

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

(b) Essential criteria

- General presentation of the tender bid,
- Financial Capacity
- References of the company in the similar domain,
- Quality of the personnel,
- Technical Organization of Works,
- Attestation and report of site visit,
- Logistics,
- Special technical clauses initialed on all the pages and signed on the last page,
- Special administrative clauses initialed on all the pages and signed on the last page.

NB:

-Any Bid that shall not obtain **80%** evaluation in the technical documents shall simply be rejected.

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

-See Model form N° 15 for evaluation grid

The essential criteria are as in the table below: -

DOCUMENT N°	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three (03)		

	months old		
A.2	Declaration of Intention to tender stamped with the tariff in force (written by the bidder)		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months old		
A.4	Attestation of the bank account of the bidder, issued by a first-rate bank approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three (03) months old		
A.5	Purchase receipt of the tender file issued by the public treasury of 64,000 (sixty-four thousand) F CFA		
A.6	A bid bond of 640,000 (six hundred and forty thousand) F CFA issued by a first-rate bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contracts Regulatory Board (ARMP)		
A.8	An attestation of the National Social Insurance Fund stating the bidder has met all his obligations vis a vis the Fund. The attestation should be less than three (03) months old		
A.9	Certificate of fiscal conformity		
A.10	Valid Tax payers' card		

B.1	**General presentation of the bids**	**YES**	**NO**
	Document is spiral bound		
	Table of content page		
	Colour Page separation		
	Presentation of document in the order given in the tender file		
B.2	**List of references of the enterprise in similar jobs**		
B.2.1	List of references of the enterprise in similar jobs (at least 100 000 000 F CFA) justified by signed Contracts (first and last pages) and minutes of acceptance or attestation of works executed. (Minutes of final acceptance for up to 2023 projects. Minimum acceptance :02 of Contracts realised in the domain of road maintenance over the past five (05) years		
	1st Reference		
	2nd Reference		
B.3	**Qualification and experience of the technical staff**		
B.3.1	**01 works supervisor (at least BSC in Civil Engineering)**		
	Qualification of the work supervisor (Civil Engineer (BAC+3)		
	Professional experience in the project engineer ≥3 years (signed CV) • CV signed by the supervisor, • A certified copy of the technical diploma, • An attestation of Presentation of the technical diploma, • An attestation of availability signed by the supervisor,		

	• Certified copy of ID card		
B.3.2	**01 Site foreman (Civil Engineering Technician)**		
	Qualification of the site foreman (Senior Technician Certificate in Civil Engineering (BAC +2) or equivalent certificate		
	Professional experience of the site foreman≥3 years (signed CV) • CV signed by the foreman, • A certified copy of the technical diploma, • An attestation of Presentation of the technical diploma, • An attestation of availability signed by the foreman, • Certified copy of ID card		
B.3	**Technical proposals**		
B.3.1	Organisation of the project (specify names of the personnel handling the various functions)		
B.3.2	Logical sequence for the execution of the task		
B.3.3	Quality control method		
B.3.4	Environmental protection measures		
B.3.5	Security and safety at the site		
B.3.6	Duration of execution with respect to the tender file		
B.4	**Logistics (Equipment put aside for this project)**		
B.4.1	Proof of ownership or rental of a pick-up or other vans		
B.4.2	Proof of ownership or rental of a dump truck		
B.4.3	Proof of ownership or rental of a concrete mixer		
B.4.4	Proof of ownership or rental of a hand compactor		
B.4.5	Masonry kit: wheel barrows, masonry clamps, harmer 300g, shovels, dig axes, building level, masonry buckets, trowels, spades, etc.		
B.5	**Financial capacity**		
B.5.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry in charge of Finance and respect COBAC conditions		
B.6	Attestation of site visit signed in your honour		
B.7	Comprehensive report of site visit signed by the company engineer and justified by photos		
B.8	Special technical clauses initialled on all the pages and last page signed and stamped		
B.9	Special administrative clauses completed and initialled on all the pages and last page signed and stamped		
C	**Financial Offer**		
C.1	A submission letter, signed, dated and stamped		
C.2	Completed and signed frame work of unit prices		

C.3	Signed bill of quantities and cost estimate indicating the total amount without taxes (HT) and with taxes (TTC)		
C.4	Sub detail of unit prices		

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

ARTICLE 10: VALIDITY OF OFFERS:

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

ARTICLE 11: AWARD OF THE CONTRACT:

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

ARTICLE 12: COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the **service for Contract Award** at **Senior Divisional Office Donga Mantung**.

ARTICLE 13: AMENDMENT TO THE INVITATION TO TENDER:

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

Nkambe, the 10 FEV 2020

Copies : - *CHAIRMAN, Donga Mantung Divisional tenders board* - *Divisional Delegate of MINTP Donga Mantung* - *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	**THE SENIOR DIVISIONAL OFFICER** **DONGA MANTUNG** **(Delegated Contracting Authority)** REPUBLIC OF CAMEROON REPUBLIQUE DU CAMEROUN LE PREFET DEPARTEMENT DE DONGA MANTUNG DIVISIONAL OFFICE NKAMBE DONGA MANTUNG BASSEKIN Georges Moire Emmanuel Administrateur Civil Principal Hors Echelle

DOCUMENT N° 04

THE SPECIAL ADMINISTRATIVE CONDITIONS

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THE SPECIAL ADMINISTRATIVE CONDITIONS

CHAPTER I: GENERAL PROVISIONS

Article 1: PURPOSE OF THE INVITATION TO TENDER

The purpose of this invitation to tender is THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG DIVISION, NORTH WEST REGION.

Article 2: LAWS AND RULES APPLICABLE

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

Article 3: MODE OF CONTRACT AWARD

The Contract shall be awarded following an Open National Invitation to Tender in accordance with Decree N°: 2018/366 of 20th June 2018 instituting the Public Contracts Code,

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

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

Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded through the **2026 Budget of the Ministry of Mines and Technological Development** under the supervision of the **Divisional Delegate of Mines and Technological Development Donga Mantung.**

Article 6: CONTENT OF THE CONTRACT

It shall be composed of: -

Title I : The Special Administrative Conditions,
Title II: The Special Technical Conditions,
Title III: The Unit Price Schedule and
Title IV: The Detailed Cost Estimates (Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.

With general reference texts being: -

- Law N ° 96/12 of 5th August 1996 on the management of environment;
- Decree No.2002/030 of 28th January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Order N° 093/CAB/PM of 5th November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16th April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree N0. 2018/366 of 20th June 2018 to lay down the Public Contracts Code;
- Circular Letter N° 0001879/CL/MINFI of 31st December 2025 relating to the execution, Monitoring and Control of the execution of the Budgets of Regional and Local Authorities for 2026 financial year.
- Circular N° 004/CAB/PM of 30th December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13th February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31st January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;

- Order N° 22/CAB/PM of 2nd February 2011 to lay down conditions for the recruitment Individual consultants;
- Decree N°2012/075 of 8thMarch 2012 bearing the organisation of the Ministry of Public Contracts;
- Decree N°2012/076 of 8th March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23rd February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP);
- Circular letter N°001/CAB/PR of 19th June 2012 relative to the award and the control of the execution of Public Contracts.
- Decree N° 2013/27 of 5th August, 2013 modifying and completing certain dispositions of Decree N° 2012/074 of 8th March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Letter N° 0005193/L/PR/MINMAP/CAB of 24th October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N° 038 CAB/PM of 15th May 2014 putting in force model tender files for the award of Public Contracts.
- Circular letter N° 00004077/LC/MINMAP/CAB of 23rd July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.
- Norms in force in the Republic of Cameroon;
- Other texts specific to Contracting fields.

Article 7: DEFINITIONS OF DUTIES

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

1. **The Delegated Contracting Authority** is **The Senior Divisional Officer for Donga Mantung** who shall be the Signatory Authority of the Contract arising from this invitation to tender. He shall be responsible for the conservation of the originals of the Contract and the transmission of copies to ARMP through the focal point designated to that effect.
2. **The Project Owner,** that is, the **Divisional Delegate of MINMIDT** Donga Mantung who shall take part in the award and follow-up of the execution of the project in collaboration with the **Contract Engineer** and the Control Service at the Divisional Delegation of Public Contracts for DONGA MANTUNG.
3. **The Authorizing Officer,** that is, the **DD MINMIDT** Donga Mantung who shall address to the Divisional Delegate of Public Contracts for DONGA MANTUNG, periodic reports on the partial payments made, if any. These reports shall present the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.
4. **The Contract Manager** is the **Chief of Section for Mines and Geology at the Divisionl Delegation MINMIDT for DONGA MANTUNG** who shall in collaboration with the Contract Engineer to ensure the technical specifications are respected during the execution and submit in maximum every two weeks, reports to the Contracting Authority.
5. **The Contract Engineer** is the **Divisional Delegate of Public Works for DONGA MANTUNG** who shall be in charge of approval of execution documents, supervising and controlling the technical execution of the works. He shall as well ensure he plays his roles spelled out in Article 26 of these Administrative Conditions and prepare documents for payments.
6. **The Project Manager** is the **follow up technician** at the **Divisional Delegation of Public Works for DONGA MANTUNG** who shall be in charge of the technical supervision of the execution of the works. He shall work in strict direct collaboration with the Contract Engineer informing him of all technical issues on the site on a daily basis.
7. **The Control Brigade** shall be that of the Divisional Delegation of Public Contracts for DONGA MANTUNG. It shall carry out routine control of the execution of the specifications of the Contract(s) as per its attributions and channel technical advices to the Contractor through the

Contract Engineer and Project Owner. It shall within a maximum of seventy-two (72) hours forward to the Contracting Authority a report of each control mission carried out.

Article 8: REPRESENTATIVE OF THE CONTRACTOR

8.1-Within fifteen (15) days that follow the date of notification of the service order to begin work, the Contractor shall confirm the site foreman who shall have the right of representation and sufficient authority to direct the site. Signed by the Contractor, this confirmation shall be addressed by letter to the Contract Engineer copying the Contracting Authority. Within 8 days, the confirmation shall be considered approved if the Contracting Authority in consultation with the Contract Engineer does not give objection to it.

8.2- For the execution of the present invitation to tender, the Contractor "**elects Residence** in Nkambe". In case of change of domiciliation without informing the administration, all notifications destined to the Contractor shall be addressed care of *(c/o)* the **Senior Divisional Officer for Donga Mantung** for the execution of the project.

That is, within ten (10) calendar days following notification of the service order, the Contractor shall be bound to ensure the foreman who shall have sufficient powers for representation and decision to lead the works is permanent on site. Information on the presence of the foreman on site shall be addressed by letter to the Contract Engineer.

Article 9: CONTENT OF TASKS TO BE EXECUTED

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

Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES

Service Order

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

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

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

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

Correspondences

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

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

NB: -The Contractor has ten (10) days within which to give observations on all Service Orders received. The fact of giving out some reservations does not free the company from executing the Service Orders received.

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

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

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

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

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

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

- The Delegated Contracting Authority (DCA) or his Representative -- Chairperson
- The Authorizing Officer---------- Member
- The Contract Manager ---------- Member
- The Contract Engineer---------- Secretary
- The Divisional Delegate MINMAP/DM---------- Member
- A Staff of the Control Brigade, DD MINMAP ---------- Member
- The Project Manager (IS/CST/DD/MINTP) ----------Member
- The Divisional Delegate MINEPAT/DM ---------- Member
- The Divisional Delegate MINDDEVEL----------Member
- The Divisional Delegate of Environment ---------- Member
- The Chief of Local Development at the SDO's Office ----------Member
- The representative of the beneficiary population ----------Member
- The Contractor---------- Member

Remark: *-An installation report shall be prepared by the Contract Engineer on the site and signed by all commission members on site as well.*
-If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000th the cost of the Contract (ATI).
-In no circumstance shall the cost of installation be more than 10% the cost of the initial Contract.
-In no circumstance shall the installation material paid for site installation be taken away by the Contractor at the end of execution. The installation material shall become the property of the Beneficiary Administration because the material has been paid for in the cost estimate contain the Contract.

CHAPTER II: EXECUTION OF THE TASKS

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

The tasks that form the subject of the present invitation to tender consist of all works foreseen in the bill of quantities estimated for THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT, DONGA MANTUNG, NORTH WEST REGION.

Time-limits for execution covers:

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

Under no circumstances shall the duration for execution exceed **four (04) months** except in the situation of Force Majeure. Since a Contract whose execution duration is maximum one (01) year cannot undergo price revision, price revision shall not be tolerated during the execution of this project.

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

Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the Contractor submit two (02) original copies of the registered Contract and five (05) photocopies of the registered Contract within a maximum duration of thirty (30) days as from the date of notification of the Contract otherwise he/she (the Contractor) will be sanctioned. The copies will be distributed as follow: -

- One original copy to the office of the Contracting Authority
- One photocopy to the office of the Contract Manager
- One original copy to the Contract Engineer
- One photocopy to the office of the Regulatory Organ (*copy to be given to the CA*)
- One photocopy to the office of the Control Brigade
- One photocopy to the office of the Project Manager
- One photocopy to the office of the Chief of Contracts Award (*copy to be given to the CA*)

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

The Contractor shall provide to the Contracting Authority two (02) original copies of the registered Contract and five (05) photocopies of the registered Contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Contract Engineer and Project Owner. The Contractor has as mission to assure the execution of tasks under the control of a Contract Engineer and Project Manager in accordance with the rules and norms in force. Hence, the Contractor is responsible with regard to the administration, for the organization and the conduct at the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of tasks. Tasks will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the Contractor shall take all measures to provide all necessary means to hire competent staff.

Hence:

*He shall within the thirty (30) days from date of notification of the service order to start work, submit to the Chief of Service of the Contract for approval an execution programme otherwise he shall pay penalties amounting up to 1/5000th of the Contract amount (ATI) for every calendar day of lateness. These penalties shall equally be applied in case of delays after the deadline attributed for corrections to be made on the execution programme. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution programme submitted or who carries out abusive rejects of the execution programme; in no circumstance shall the execution programme be rejected more than two (02) times.

*He shall fulfil his fiscal duties to the staff deployed for the execution of the tasks and shall put in place an installation and ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site;

* He shall be held responsible therefore for any damage that may occur on the material and people on the site because of his works until the end of the period of guarantee;

*The Contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, agents of the Contract Engineer, Project Manager and his material for the realization of the Contract arising from this present invitation to tender, during the execution of the tasks;

*He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project;

NB:

-The Contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.

-Regular site meetings shall be held at the initiative of the Contract Engineer. The participation of the site Foreman at site meetings shall be obligatory. To this effect, the Contractor shall keep a site register that shall be available to the Contract Engineer and Contractor's representatives.

-The Contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Article 15: INSURANCE AND PROTECTION OF THE SITES

Civil liability

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

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

Comprehensive risks insurance

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

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

Protection of the site

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

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

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

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

Whatever the case, before the Contracting Authority, the Contractor shall remain solely responsible for the discharge of the Contract as per the Contractual obligations.

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

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS

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

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

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

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

That is, plans of details and other necessary documents for the execution of works will be established by the Contractor on the basis of the technical file. Before the final reception, the Contractor will hand to

the Contract Engineer three (03) copies of the plans of works really executed ("plan de récolement") called as-built-plan with one clear original.

Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT

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

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

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

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

Article 19: REPLACEMENT OF KEY PERSONNEL

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

Article 20: MODIFICATION TO STRUCTURES

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

Article 21: MATERIALS

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

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

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

Article 22: DEMOLITION OF FAULTY STRUCTURES AND UNAPPROVED MATERIALS

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

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

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

Article 23: RIGHTS AND PATENTS

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

Article 24: WORK PHASES

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

Article 25: ACCESS TO THE SITE

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

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

Article 26: DUTIES OF THE CONTRACT ENGINEER

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

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

The Contract Engineer shall have the following duties:

- Ensure in collaboration with the Contract Manager of the Contract, the approbation of execution documents within seven (07) days otherwise Administrative Sanctions as per the regulations in force shall be applied on him;
- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the Contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the Contract;

- Making a daily statement on works and supplies presented by the Contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the Contractor;
- Proposing solutions or specifications about works underway to the foreman or Contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the Contractor;

Article 27: PROJECT SITE MEETINGS

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

Article 28: SITE RECORD

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

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

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

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

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

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

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

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

Article 30: SECURITY MEASURES

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

Article 31: ENVIRONMENTAL PROTECTION

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

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

Article 32: CLEANING OF THE SITE

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

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE

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

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

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

- The Project Owner or his representative..... Chairperson
- The Contract Manager .....Member
- The Contract Engineer .....Secretary
- The DD/MINMAP or his representative.....Observer
- The Project Manager.....Member
- The Contractor .....Member

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

Article 34: ACCEPTANCE *(Provisional acceptance)*

After technical acceptance, the Contractor shall request for acceptance by writing to the Project Owner with copies to Contract Engineer and Contracting Authority. It shall be recommended to the

Project Owner by the Contract Engineer and the date for it shall be agreed upon based on confirmation from the Contractor. The Project Owner shall then invite members of acceptance committee made up of:

- Delegated Contracting authority or his representative..... Chairperson
- The Project Owner or his representative..... Member
- The Contract Manager .....Member
- The Contract Engineer .....Secretary
- The DD/MINMAP or his representative .....Observer
- Control Brigade MINMAP.....Observer
- The Project Manager.....Member
- The Contractor .....Member

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

- Refusal of acceptance of works;
- Acceptance of works.

Remark: ***A reception report shall be prepared by the Contract Engineer on the site and signed by all commission members on site as well.***

Article 35: PERIOD OF GUARANTEE

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

Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE

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

Article 37: FINAL ACCEPTANCE

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

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

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

- Refusal of acceptance of works because of reserves identified;
- Acceptance of works;
- In case of refusal, a time limit shall be given by the committee, during which the Contractor shall accomplish the reserves and request the Contract Engineer to off-lift of the reserves for a new acceptance to be carried out.

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

Article 38: LAWS GOVERNING LABOUR

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

CHAPTER III- FINANCIAL CONDITIONS

Article 39: AMOUNT OF THE CONTRACT

The amount of the Contract ***(32,000,000 Francs CFA, ATI)*** shall be stated in the detailed cost estimates, on the flyleaf and on the signature page. The detail cost estimate shall include total without taxes, Value Added Tax (VAT), Income tax (AIR), total taxes, total with taxes inclusive (ATI) and net payable.

Article 40: PRICE CONSISTENCY

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

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

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

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

They also comprise the following headings:

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

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

Article 41: SUB -DETAILED PRICES

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

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

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

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

Article 43: PAYMENT

Within the meaning of the security regime laid down by Decree N0. 2018/366 of 20th June 2018, the following definitions of duties shall apply:

(a) The Contracting Authority shall make sure all taxes appear on the Contract and are deducted in the payment documents ("decompte");

(b) The **Project owner** shall visa the payment documents before any payment can be effected;

(c) The Divisional Controller of Finance shall be charged with the clearance of expenditure,

(d) The **Divisional Treasurer for Donga Mantung** shall be in charge of payments;

(e) Security shall be subject to the rules governing Public Contracts and

(f) Payments shall be done by bank transfer.

(g) The Contractor may obtain periodic payments on account. This periodic payment may be spread out during the term of the Contract in several periodic installments

(h) Each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the Project Owner or the Contract Engineer.

In respect of the above: -

* Mode of payment of works executed

In view of the application of the law on collateral prescribed in the Decree N° 2018/366 of 20th June 2018, the Contractor shall be paid through accounts drawn up by applying the prices on the unit price schedule for tasks actually accomplished. In order to realize this: -

- The Contract Engineer and the Contractor shall periodically draw a joint statement summarizing and setting the quantities achieved and record for each heading. Works executed by the Contractor and entered into the job cost sheet give entitlement to payment on account (bill) may give right to payment;
- Not later than the fifth (5th) of the month following the month when the work was carried out, the Contractor shall furnish to the Contract Engineer, eleven (11) copies of three draft (03) provisional monthly accounts;
- After completion of works and within fifteen (15) days following the date of acceptance, the Contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed. The draft final account which shall be the summary of the periodic statements of account shall be submitted by the Contractor for verification and approval by the Contract Engineer and once

approved by the Contract Engineer the draft final account shall become the final account. It shall serve for making out the final payment to settle the Contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts;

- At the end of the period of guarantee, the Contract Engineer shall draw up the general and final account which shall be countersigned by the Contractor and the Contracting Authority. The guide on how this account shall be established shall be provided by the Contracting Authority who shall depend on how the Contractor respected his commitments during the guarantee period;
- The signing of the general and final account without reserve by the Contractor shall definitely bind the parties and put an end to the Contract, except for issues concerning default interests;
- Default interests shall be paid by statement of the amounts owed;
- The currency of the tender and payment shall be the CFA Franc.
- The bill of taxes will be paid into the state coffers. Only amount without taxes will be paid to the Contractor in such a way that 98.9% shall be paid in the account of the Contractor and 1.1% shall be paid in the public treasury.
- Upon presentation of an account drawn up by the Contractor in eleven (11) copies including the stamped original copy, the Contract Engineer shall after verification finalize and transmit to the Contract Manager for the Contract **Chief of Section for Mines and Geology at the Divisionl Delegation MINMIDT for DONGA MANTUNG** who in turn shall verify and sign as a means to order for payment and transmit to the Authorizing Officer/ Project Owner. The **Project owner** after verification and concluded good for payment shall affix a **VISA** and transmit to the **Divisional Treasurer for Donga Mantung** who shall commit the State of Cameroon for payment to be carried out as defined in the Contract in respect to the information on the credit card;

  Each request for payment shall include the following documents:

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

REMARK: Payment on account may be spread over the duration of the execution of the Contract according to technical execution phases as defined in the Contract. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the Contractor shall before the 5th of every month following the works executed transmit eleven (11) copies of the partial invoices to the

Contract Engineer who shall within a time-limit of seven (7) days approve and forward for processing.

* Venue of payment of works executed

It shall be carried out by the **Divisional Treasury for Nkambe**.

Article 44: START-OFF ADVANCE

The Contractor may through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a so-called "start-off" advance or advance "for purchase of building materials". The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial Contract price *(i.e. all taxes inclusive)* but the advance must be guaranteed at 100% by a Bank recognized by Cameroon Ministry in charge of Finance or a First-Rate financial institution. This advance may be released after the notification of the Service order to start the work. It is reimbursed by deduction done at 50% on each payment on the account ("décompte") made to the Contract holder during execution as from when works must have been executed at 40% of the Contract and must be totally reimbursed not later than when the execution of the Contract must have reached 80%, i.e. when the value of the basic price of the goods & services rendered shall have reached 80% of the Contract price. Following of the rate of reimbursement of the advance, the Contracting authority shall authorize the payment of the corresponding part of the Contract upon written request. Whatever be the case, the reimbursement must be completed one (01) month before the date of expiration of the Contractual period. As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the Contractor requests it.

Article 45: GUARANTEES

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

a) Final bond

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

Remarks:

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

b) Retention Bond

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

Remarks:

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

Article 46: PRICE REVISION

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

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

Article 47: STAMP DUTY AND REGISTRATION

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

Article 48: TAX AND CUSTOMS REGIME

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

Article 49: PENALTIES

(a) **Penalties for lateness**: In case of failure by the Contractor to complete the work within the Contractual time-limits, he shall be subject to the following penalties:

- 1/2000th of the amount of the Contract per calendar day overrun, from the 1st to the 30th day;
- 1/1000th of the amount of the Contract per calendar day, beyond the 30th day;
- Penalties for lateness shall not exceed ten percent (10%) of the amount of the Contract;
  A percentage higher than 10% shall lead to termination of the Contract.

(b) **Specific penalties**: Apart from penalties of overrun of the Contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the Contract notably: -

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

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

CHAPTER IV: FINAL PROVISIONS

Article 50: RISKS, RESERVES AND FORCE MAJEURE

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

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

(a) He the Contract Engineer shall forward to the Project Owner a succinct report bearing his appraisal and suggestion(s);

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

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

Article 51: SETTLEMENT OF DISPUTES

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

Article 52: TERMINATION OF CONTRACT

The Contract may be terminated as per article 100 of decree No. 2018/366 of 20th June 2018 to lay down the Public Contracts Code and the following special conditions:

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

Article 53: SPECIAL COMMERCIAL CHARGES

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

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

Moreover, if it is established that the Contractor has received special commercial charges, he shall be subject to the sanctions provided for by the law in force.

Article 54: INTERNATIONAL TRANSPORTS

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

Article 55: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

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

Article 56: INFORMATION TO BE POSTED

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

REPUBLIC OF CAMEROON

Peace - Work – Fatherland

CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT DONGA MANTUNG, NORTH WEST REGION

PROJECT OWNER: THE DIVISIONAL DELEGATE MINMIDT

DELEGATED CONTRACTING AUTHORITY: THE SENIOR DIVISIONAL OFFICER FOR DONGA MANTUNG

AUTHORISING OFFICER: THE DIVISIONAL DELEGATE MINMIDT DONGA MANTUNG

CONTRACT MANAGER: CHIEF OF SECTION FOR MINES AND GEOLOGY AT THE DIVISIONL DELEGATION MINMIDT FOR DONGA MANTUNG

CONTRACT ENGINEER: THE DIVISIONAL DELEGATE MINTP DONGA MANTUNG

PROJECT MANAGER: THE FOLLOW UP TECHNICIAN AT DD/MINTP/DM

CONTRACTOR... ... ...

FINANCING: 2026 BUDGET OF MINMIDT

DURATION OF CONTRACT: 120 CALENDAR DAYS (04 MONTHS)

DOCUMENT N° 05

THE SPECIAL TECHNICAL CONDITIONS

This technical description is intended to define the content of THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMDT DONGA MANTUNG, NORTH WEST REGION

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

Description of tasks

The main tasks to be carried out shall be the following order as per the bill of quantities and cost estimates:

LOT 100 PRELIMINARY WORKS
LOT 200 EARTH WORK
LOT 300 FOUNDATION
LOT 400 WALL MASONRY
LOT 500 METALLIC WORKS
LOT 600 PAINTING WORKS
LOT 700 ELECTRICAL WORKS
LOT 800 YARD WORKS

Reference documents

In the study and execution of the JOBBING ORDER, the successful bidder shall comply with the following:

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

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

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

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

Hence for: -

Article 01: STRUCTURE AND EXECUTION PLANS:

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

Article 02: PRELIMINARY WORKS:

These works concern the demolition of any existing structure on the site and the evacuation of the rubbish to the public discharge, the clearing and levelling of the site where necessary. To do these, the

Contractor shall obtain all the documents necessary for the realization of the Jobbing Order from the competent services concerned. He shall also make contacts with the water, electricity and telephone network authorities in case their network shall be tampered with.

Article 03: INSPECTION OF WORKSITE INSTALLATIONS:

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

- The Project Owner---------- Chairperson
- The Contract Manager ---------- Member
- The Contract Engineer---------- Secretary
- A Staff of the Control Brigade, DD MINMAP ---------- Member
- The Project Manager (CST/DD/MINTP/DM) ---------- Member
- The DD/MINEPAT or his representative ---------- Member
- The Divisional Delegate of Environment ----------Member
- The Chief of Local Development at the SDO's Office ----------Member
- The Fon/Chief of the locality or his representative ----------Member
- The Contractor---------- Member

Remark: ***A report on the site installation shall be prepared by the Secretary on the site and signed by all the members on the site.***

Article 04: PROTECTION OF STRUCTURES AND MATERIALS:

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

Article 05: PRECAUTION AGAINST ACCIDENTS:

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

Article 06: VERIFICATION OF DIMENSIONS:

The Contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The Contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Contract Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Contract Engineer of any changes that he considers necessary.

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

Article 08: ERRORS AND OMISSIONS IN THE DOCUMENTS:

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

Article 09: QUALITY AND PREPARATION OF MATERIALS

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

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

Reference of manufactured goods

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

Equivalent supplies

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

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

SAND

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

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

FINE GRAVELS

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

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

MIXING WATER

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

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

BINDERS

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

REINFORCEMENTS

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

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

WOOD

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

FORMWORK

Forms shall be simple and solid. They shall bear, without any noticeable deformation, the weight and pressure of concrete, the effects of vibration and the weight of workers during construction. Forms shall be tight enough so as to prevent extra water from washing cement away.

In other words: -

1) **SITE PREPARATION:** The setting out will be in respect of the technical plans. The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate terracing (trench and other earthworks) and a good circulation. No starting of excavation will be accepted by the Contract Engineer without the checking of the conformity of the setting out axes of the building.

2) **EXCAVATION**: - Some minimum excavation will be necessary to bring the site to a relative flat surface. The vegetable soil has to be cleared off. Excavation and leveling shall be carried out normally using dig axes, spades and sledge hammers. The minimal depth of the excavation trenches will be of 80 cm, and depending on the soil bearing capacity. Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the Contractor shall continue excavation up to a depth as will be approved by the Contract Engineer. The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Contract Engineer. The foundation shall be excavated to obtain the hard soil where it shall resist and to bear the foundation work.

***NB*: The final depth of excavation must be received before the continuation of any other works.**

3) **CONCRETE:**

-***Ordinary concrete*** specifically lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m^3.

- ***Over–site concrete*** shall be 10cm thick laid over the entire floors and paved area between walls and gutters at 250kg/m^3.

NB: The external veranda shall be 5cm below the level of the internal floor with 2% slope outwards the gutter.

-***Reinforced concrete*** shall be specifically for pillars, beams damp proof course (DPC), lintels and ring beams and their mixture shall be in a proportion of 350kg/m^3.

NB: All concrete works should be properly cured (i.e. water three times a day for seven days)

-***Rods*** shall be mild steel reinforcement, Tor or high yield *(Haute Adherance HA)* Steel in accordance with the R/C & 3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease. The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings.

NB: All rods should preferably imported and reinforcement rods must respect the prescriptions on the table below:-

Nº	*STRUCTURE*	SIZES Nos	RODS ϕ	RODS Torsϕ	STIRRUP Spacing	DOSAGE	TYPE
1	Damp proof course	4	10mm	6mm	20cm	350kg/m3	Fe-E-40
2	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m3	Fe-E-40
3	Veranda Pillars 30x 15	6	10mm	6mm	20cm	350kg/m3	Fe-E-40
4	Wall pillars 15x15	4	10mm	6mm	20cm	350kg/m3	Fe-E-40
5	Wall plate 15x20	4	8mm	6mm	20cm	350kg/m3	Fe-E-40
6	Beams 15x20	4	10mm	6mm	20cm	350kg/m3	Fe-E-40

- ***Sand***: Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 to 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 to 5mm. It shall be river sand and nothing else. The sand shall have very fine elements settlement of less than 4%.
- ***Aggregate*** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing. The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Contract Engineer before any use on the site. The gravels shall be clean and well graded with very fine elements settlement of less than 2%.
- ***Water***: To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities, meaning potable water.
- ***Cement***: To be used mostly for cement mortar and for all concrete mixtures, they must satisfy the general conditions laid down by regulation in force. The cement which shall not show any trace of uneven mixture shall be the CPA325 class from an approved factory. Storage on the building site shall be done on a dry and ventilated floor. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away within four (04) days.
- ***Shuttering***: hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.
- ***Blocks***- Load bearing wall shall be mounted in compressed cement Blocks of (15x20x40) cm for load bearing walls of PC300 Kg/m3 (**at most 30 blocks per bag of cement**). Blocks should show an appreciable degree of resistance to violent pressure.

Note

-All blocks shall be cured for at least 28 days before being used.

-Blocks shall be randomly chosen in the lot made and tested for the respect of the dose prescribed above and level solidity

-***Plastering***: Cement mortar mix in a proportion of 400kg/m^3 will be used to plaster all previously rejoined areas on all masonry and concrete works and then thinly floated by the use of sponge which is recommended to remove any unevenness. The final thickness of the plastering shall not be less than three (03cm).

Note -The external walls shall receive a coat of spata-dash before plastering is done on it.

-***Screed:*** A smooth layer of ordinary cement screed 400kg/m3 (1:2) finish shall be spread on the 8cm concrete floor and the screed shall be 2cm thick. Angle bar 35mm will framed at the edges of the veranda to prevent cracking.

Article 10: TECHNICAL REQUIREMENTS

The Contractor shall comply with the laws in force concerning fire protection, thermal insulation, acoustical insulation and ventilation; even if provisions have not been made in the plans and written documents.

It should be noted that all the works to be carried out or modified following amendments brought in keeping with the rules, shall be charged to the Contractor.

Fire protection

Application of the instruments in force relating to protection against the risks of fire and panic in Establishments open to the public (EOP)

Classification of the establishment: category 5 EOP;

Behaviour of building components in fire;

FR: fire resistant;

FB: firebreak;

FC: fire check;

½ h FR components supporting the shell of the building;

1h FC Floor;

½ FB internal partitions.

Highly inflammable materials shall be avoided.

Smoke clearing

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

Emergency means

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

Article 11: PROTECTION OF THE ENVIRONMENT

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

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

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

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

MODE OF EXECUTION OF WORKS

Article 12: STRUCTURES OF THE BUILDING SITE

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

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

- Development and maintenance of premises for setting up and execution of work;
- Putting in place of means which are essential for the safety of personnel and users, especially putting signals on the building site;
- Cleaning of premises after execution of work.
  The plan relating to setting up operations shall give all the details on the following points:
- In addition, setting up operations shall include the actual mobilization of supervisory staff, the foreman, and the charge hands among others.

Signals, safety, miscellaneous

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

Article 12: CONSTRUCTION WORKS

I- Plan of execution:

It shall be made up as follows:

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

Knowledge of the soils

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

Appraisal of the difficulties of the field

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

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

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

Party walls survey

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

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

Site survey

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

Construction drawing

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

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

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

II- Foundations:

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

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

NB:

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

III- Block Work and other Elevations

1- Bearing walls:

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

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

2-Plastering:

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

- The bearing surface shall be clean, free from any trace of dust or product resulting from the removal of the formwork. It shall enable the coating to stick firmly; otherwise, it shall be treated by wire brushing, staking out or bush-hammering.

- The bearing surface shall be watered to make it deeply wet but then cleaned on the surface during the application of the coating.

- After roofing-in, coating shall start only on Block works that have been completed for at least two weeks.

- Plastering shall comprise three coats.

  - **Bond coat or dash bond coat**

Batching of the dash bond coat shall be 350 kg/m3; the mortar shall be batched so as to obtain proper workability. A dash bond coat measuring 1 cm thick shall evenly cover the surface to be coated.

  - **Second coat**

It shall be put on the bond coat three days after. The capacity of this coat shall be obtained by close and even tightening of mortar with a steel float. The surface shall be rough and obtained by applying a ruler to it. It shall be 1.0 cm thick.

  - **Finishing coat**

It shall measure about 0.5 cm and shall be put up at least 8 days after the second coat.

3- Fine joints:

Whenever Block works are astride an expansion joint, a fine joint shall be drawn with wire in order to make the edge clean.

4- Topping:

It shall be 4 cm thick and shall be fitted in the slab built with coarse sand 400 kg/m3 mortar. Finishing and polishing shall be made with cement grout.

METAL WORKS *(JOINERY)*

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

ELECTRICITY

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

1- Cable sleeves: They will consist of orange insulation tubes, diameter of 16 mm embedded into the Block work.

2- Cable: They shall be of 2.5 mm^2 (of type TH) single will be run inside 11mm plastic conduit pipes for power outlets and switches that shall be embedded in walls. As a general rule, the following sections shall be taken, that is, 1.5 mm^2 for lighting circuits and 2.5 mm^2 for outlets circuits.

3-Lighting equipment: It will consist of four (04) fluorescent lamps of 1.20m fitted inside each of the classrooms with two outside on the veranda and two fluorescent lamps fitted at the rear ends of the building to act as security lamps. Model of lamps shall be Philip or Mazda

4-Interuptors: A two-way gang fuse box has to be provided at the supply inlet for connection to the existing network. A master's switch shall be put above the main black board to control the sockets. The entire building shall be properly earthed.

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

PAINTING:

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

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

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

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

-Ceiling, it will receive two coats of white glue paint (crystal white).

In summary:

1- Primer:

-Walls: pantex 800

-Ceilings: pantex 800

2- Finishing:

Walls and ceilings:

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

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

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

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

Regulations to observe

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

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

DOCUMENT N° 06

THE SHEDULE OF UNIT PRICES (*PRICE ENCLOSURE SLIP)*

CONTENT

CHAPTER I GENERAL PROVISIONS

Article 01- General

Article 02- Definition and consistency of prices

THE SCHEDULE OF UNIT PRICES

Article 01: GENERAL

In general, the Contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works. Therefore, he shall not present any complaint, except in the conditions provided for by the Contract arising from this invitation to tender. Works done by the Contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the Contract.

Costs and various charges not giving rise to any payment are supposed to be taken into account in the costs for execution of quantifiable works and shall be included in the various Price lists. The costs and charges are as follow:

- Personnel charges (salaries, travelling expenses, transport and leave allowances, allowances for housing on the building site, miscellaneous allowances, premiums, insurances, medical expenses, etc. .)
- Charges for the conveyance of personnel, equipment and materials, overheads, taxes, duties, registration fees and licence as well as any other charges relating to works *(and notably expenses for the acceptance of works on the field)* and to the running of the enterprise.

Similarly, running charges, write-off and maintenance costs of building equipment and rolling equipment, vehicles of all categories are also supposed to have been included in the costs for execution of quantifiable works.

Prices shall be given in figures and in words. The Contractor shall make sure that unit prices in words agree with unit prices in figures.

The Contractor shall not put forward his good faith to shirk his commitment if the global amounts of his bid happen to be modified after verification of compliance of unit prices in figures or calculation of the detailed estimates.

Article 02: Definition and consistency of unit prices

THE PRICE LIST

PRICE ENCLOSURE

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT DONGA MANTUNG, NORTH WEST REGION. PERIMETER 164M AND HEIGHT 2.7M				
No	**DESCRIPTION**	**UNIT**	**UNIT PRICE IN FIGURES**	**UNIT PRICE IN WORDS**
100	**PRELIMINARY WORKS**			
101	Site installation, Environmental Impact Notice and building permit 1%	LS		
102	Site clearance	m^2		
103	Setting out of structure	LS		
104	Work execution programme and As-Built Plan	LS		
200	**EARTH WORKS**			
201	Excavation of foundation trenches and footings of 60cm depth	m^3		
202	Backfilling of trenches with selected laterite	m^3		
300	**FOUNDATION**			
301	Blinding concrete dosed at 150kg/m3	m^3		
302	Stone Masonry Foundation(30x60cm Section) with Cement mortar dosed at 350kg/m3	m^2		
303	Reinforced concrete for footings (50x50x15)cm, foundation pillars and ground beam dosed at 350kg/m3	m^3		
400	**WALL MASONRY**			
401	Sand screed block work of 15x20x40 for wall elevation	m^2		
402	Plastering with cement mortar dosed at 350kg/m3	m^2		
403	Reinforced concrete for pillars and copping dosed at 350kg/m3	m^3		
405	Gate man's hut with RC Flat roof of 12cm thick	ls		
500	**METALLIC WORKS**			
501	Metallic gate 4.00x2.50m	U		
502	Metallic protectors at the frontage	m^2		
503	Metallic door at the entrance 1.00x2.10m	U		
600	**PAINTING**			
601	Application of two (02) coats of Pantex 1300 on walls	M^2		
602	Oil paint on metallic works	M^2		
700	**ELECTRICAL WORKS**			

701	Conduiting,cabling , wiring ,fittings and accessories etc	LS		
800	**YARD WORKS**			
801	Concreting of the yard 8cm thick dosed at 350kg/m3	m2		
802	Construction of a pit toilet with two squating holes	LS		

DOCUMENT N°07

THE BILL OF QUANTITIES AND COST ESTIMATE

BILL OF QUANTITIES AND COST ESTIMATE FOR THE CONSTRUCTION OF A FENCE ROUND THE DIVISIONAL DELEGATION OF MINMIDT DONGA MANTUNG, NORTH WEST REGION. PERIMETER 164M AND HEIGHT 2.7M

No	DESCRIPTION	UNIT	QTY	UP	AMOUNT
100	**PRELIMINARY WORKS**				
101	Site installation, Environmental Impact Notice and building permit 1%	LS	1		
102	Site clearancce	m^2	408		
103	Setting out of structure	LS	1		
104	Work execution programme and As-Built Plan	LS	1		
	SUB-TOTAL 100				
200	**EARTH WORKS**				
201	Excavation of foundation trenches and footings of 60cm depth	m^3	40.36		
202	Backfilling of trenches with selected laterite	m^3	19.68		
	SUB-TOTAL 200				
300	**FOUNDATION**				
301	Blinding concrete dosed at 150kg/m3	m^3	1.64		
302	Stone Masonry Foundation(30x60cm Section) with Cement mortar dosed at 350kg/m3	m^2	81.6		
303	Reinforced concrete for footings (50x50x15)cm, foundation pillars and ground beam dosed at 350kg/m3	m^3	12.41		
	SUB TOTAL 300				
400	**WALL MASONRY**				
401	Sand screed block work of 15x20x40 for wall elevation	m^2	372.9		
402	Plastering with cement mortar dosed at 350kg/m3	m^2	745.8		
403	Reinforced concrete for pillars and copping dosed at 350kg/m3	m^3	14.87		
405	Gate man's hut with RC Flat roof of 12cm thick	ls	1		
	Sub-total 400				
500	**METALLIC WORKS**				
501	Metallic gate 4.00x2.50m	U	2		
502	Metallic protectors at the frontage	m^2	64.5		
503	Metallic door at the entrance 1.00x2.10m	U	2		
	Sub-total 500				
600	**PAINTING**				

601	Application of two (02) coats of Pantex 1300 on walls	M^2	745.8		
602	Oil paint on metallic works	M^2	60		
	SUB TOTAL 600				
700	**ELECTRICAL WORKS**				
701	Conduiting,cabling , wiring ,fittings and accessories etc	LS	1		
	SUB TOTAL 700				
800	**YARD WORKS**				
801	Concreting of the yard 8cm thick dosed at 350kg/m3	m2	300		
802	Construction of a pit toilet with two squating holes	LS	1		
	SUB TOTAL 600				
100	**PRELIMINARY WORKS**				
200	**EARTH WORK**				
300	**FOUNDATION**				
400	**WALL MASONRY**				
500	**METAL WORK**				
600	**PAINTING**				
700	**ELECTRICAL WORKS**				
800	**YARD WORKS**				
	TOTAL WORKS WITHOUT TAXES				
	VAT (19,25%)				
	AIR(2.2%)				
	TOTAL INCLUDING TAXES (TTC)				
	NET PAYABLE				

This estimate is closed at the sum of:

Director