

REPUBLIQUE DU CAMEROU  
Paix – Travail – Patria  
MINISTERE DE LA DECENTRALISATION  
ET DE LA DEVELOPEMENT LOCAL  
RÉGION DU NORD-OUEST  
COMMUNE DE JAKIRI  
TEL: (237) 652939462  
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REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT  
NORTH WEST REGION  
JAKIRI COUNCIL  
TEL: (237) 652939462  
P.O. BOX 2 JAKIRI  
www: jakiricouncil.org

JAKIRI COUNCIL INTERNAL TENDERS BOARD  
TENDER FILE

**OPEN NATIONAL INVITATION TO TENDER  
N° 01/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026  
FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO  
CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN  
JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION**

**FUNDING: MINISTRY OF BASIC EDUCATION 2026 BUDGET**

**JANUARY 2026**

## **TABLE OF ABBREVIATIONS**

ARMP : Public Contracts Regulatory Agency

UPS : Unit Price Schedule

BOQ : Bill of Quantities and Cost Estimates

MINMAP : Ministry of Public Contracts

PO/DPO: Project Owner/Delegated Project Owner

UPB : Unit Price Breakdown

CIPM : Internal Tenders Board Commission

CCCM : Central Commission for the Control of Public Contracts

CSPM : Special Tenders Board Commission

CDPM : Divisional Tenders Board Commission

DTAO : Typical Tender Document

DAO : Tender Document

## TABLE DES SIGLES

ARMP : Agence de Régulation des Marchés Publics

BPU : Bordereau des Prix Unitaires

DQE : Devis Quantitatif et Estimatif

MINMAP : Ministère des Marchés Publics

MO/MOD : Maître d'Ouvrage/Maître d'Ouvrage Délégué

SDPU : Sous-Détail des Prix Unitaires

CIPM : Commission Interne de Passation des Marchés

CCCM : Commission Centrale de Contrôles des Marchés Publics

CSPM : Commission Spéciale de Passation de Marchés Publics

CDPM : Commission Départementale de Passation des Marchés Publics

DTAO : Dossier Type d'Appel d'Offres

DAO : Dossier d'Appels d'Offres

## **CONTENT OF THE TENDER DOCUMENT (TD)**

- Doc 1 : Tender notice (TN) (English and French version)
- Doc 2 : General Rules of the Tender Document (GRTD)
- Doc 3 : Specific Rules of the Tender Document (SRTD)
- Doc 4 : The special Administrative Clause document (CCAP)
- Doc 5 : The Technical Specifications document (CPT)
- Doc 6 : Schedule of Unit Prices (BPU)
- Doc 7 : Schedule of the Bill of Quantities and Cost Estimates (DQE)
- Doc 8 : Frame Work of breakdown of Prices
  
- Document No. 9: Draft Contract
  
- Document No. 10: Model documents to be used by bidders
  - 10.1 Model of tender letter ;
  - 10.2 Model of Bid Bond (Temporary Bank guarantee for tender) ;
  - 10.3 Model of final bid bond (final bank guarantee) ;
  - 10.4 Model of bank guarantee for the restitution of start-up advance ;
  - 10.5 Model of The Attestation of site visit;
  - 10.6 Model of Information on the proposed key personnel to be deployed ;
  - 10.7 Recapitulative Model form for the company references ;
  - 10.8 Model form for power of attorney (in case of joint ventures ) ;
  - 10.9 Model form of agreement for joint-venture ;
  
- Document No. 11: Noting sheet for the Technical Bid;
- Document No. 12: Declaration of social and environmental engagement
- Document No. 13: Visa of Maturation or Justifications of studies realized
- Document No. 14: List of banking establishments and financial bodies authorised to issue bonds for public contracts.
- Document No. 15: Procedure for Online Procurement

Document No. 1:  
Tender Notice

**Document 1.a**

**ENGLISH VERSION**

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
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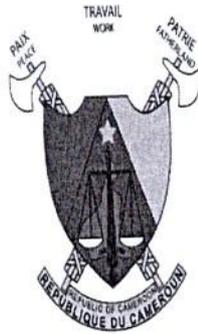
MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT  
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NORTH WEST REGION  
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BUI DIVISION  
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JAKIRI COUNCIL  
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JAKIRI COUNCIL INTERNAL TENDERS BOARD  
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REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie  
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MINISTÈRE DE LA DÉCENTRALIZATION ET  
DEVELOPPEMENT AND LOCAL  
\*\*\*\*\*

REGION DU NORD OUEST  
\*\*\*\*\*

DEPARTEMENT DU BUI  
\*\*\*\*\*

COMMUNE DE JAKIRI  
\*\*\*\*\*

COMMISSION INTERNE DE PASSATION DES  
MARCHE DE LA COMMUNE DE JAKIRI

**OPEN NATIONAL INVITATION TO TENDER**  
**N° 01/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026**  
**FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE**  
**HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE**  
**NORTH WEST REGION**

**FUNDING: MINISTRY OF BASIC EDUCATION 2026 BUDGET**

The **Lord Mayor JAKIRI Council**; CONTRACTING AUTHORITY, initiates on the behalf of the Republic of Cameroon, an Open National Invitation to tender for the realization of the operation mentioned above:

**1. Subject of the invitation to Tender :**

Within the framework of Construction/Reconstruction of Collapsed Engineering Structures, the Project Owner or Owner hereby launches an Open National Invitation to tender for the CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION.

**2. Nature of Works**

Work to be done consists of the CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AT GS VEKOVI, Jakiri Council Area, Bui Division. The works include the following:

- Lot 100: Preparatory works and studies
- Lot 200: Earth Works
- Lot 300: Foundation
- Lot 400: Block work in elevation
- Lot 500: Carpentry works
- Lot 600: Metal and wood works
- Lot 700: Electricity
- Lot 800: Painting
- Lot 900: External works
- Lot 1000: Environmental mitigations
- Lot 1100: Equipment

**3. Tranches/Allotment:**

The works are presented in One (01) lot.

**4. Estimated Cost :**

N°	Project Name	Type of Structure	Estimated Cost including (TTC) in Fcfa
1	CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION	Classroom	30,000,000

The estimated cost of the operation following preliminary studies is **Thirty Million, (30,000,000) Francs CFa.**

**5. Estimated execution deadline**

The maximum time frame provided for by the Project Owner for the execution of works subject of this open national invitation to tender is Four (04) calendar months. This time frame shall run from the date of notification of the administrative order to commence the services.

**6. Participation And Origin Of Bidders:**

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon.

**7. FUNDING :**

The Works on this tender are funded by **2026 state budget of the Republic of Cameroon (Ministry of Basic Education)**. The previewed cost of the entire works of this Open National Invitation to tender is: **Thirty Million, (30,000,000) Francs CFa** all taxes included.

**8. Bidding Method :**

The mode of submission selected for this consultation is offline.

**9. ADMINISTRATION CHARGED WITH THE SIGNING OF THE CONTRACT**

After the examination of the tender documents of the various bidders, and the choice of the successful bidder by the contracting authority, the contract will be signed between the latter and the Contracting Authority who is the **Lord Mayor of Jakiri Council.**

**10. TEMPORAL BID BOND (TENDER GUARANTEE) :**

The offer must include temporary caution (bid bond) which is valid for ninety (90) days from the date of bid opening and done following the sample indicated in this Tender File and issued by a financial body of first category authorized by the Minister in charge of Finance to issue bonds for public contracts. The amount of the bid bond is indicated in the table below:

N°	Amount in Figures(Fcfa)	Amount in Words (Fcfa)
1	<b>600 ,000</b>	<b>Six hundred Thousand</b>

To avoid reject, the bid bond has to be an original copy which is less than three months.

The bid bond will released for unsuccessful bidders once the publication of the award is done. In case the bidder is attributed the contract, the bid bond will be released only when the final bond has been produced. Bank cheques (even certified) will not be accepted in place of the bid bond. The Bid bond will be validated by a receipt of deposit at CDEC.

**11. CONSULTATION OF TENDER FILE :**

The hard copy of the file may be consulted free of charge during working hours in the services of the PO/DPO at the JAKIRI Council premises as soon as this notice is published.

**12. Acquisition Of The Tender File :**

This receipt should be able to identify the buyer as the representative of the bidder, wishing to participate in the consultation.

The hard copy of the Tender file may be obtained from the Jakiri Council premises as soon as this notice is published against payment of a non-refundable sum of **Fifty Thousand (50,000) Francs CFA Francs**, payable at the Jakiri Council Treasury.

During the acquisition of the tender file, the bidder will fill in the register indicating his complete address (PO Box, Telephone number, fax, Email).

It is equally possible to obtain the electronic version of the Tender File by downloading it free of charge through the addresses indicated above. However, online submission is subject to the payment of Tender File purchase fees.

### **13. PRESENTATION OF THE BIDS**

The bid documents will be presented in three envelopes as illustrated below:

The Envelope A containing Administrative documents (volume 1);

The Envelope B containing Technical documents (Volume 2);

The Envelope C containing financial documents (Volume 3).

All constituted documents (Envelopes A, B and C), will be put in a big sealed envelope bearing only the title of the Open national invitation to tender.

The various documents in each bid will be numbered in the order of the tender file and with separators of different colors other than white.

### **14. SUBMISSION OF BIDS :**

Each bid, prepared in English or in French in **(07) seven copies**, that is **(01) one original and (06) six copies** noted as such, shall be forwarded to the contracting authority, notably to the Secretariat of Jakiri Council Tenders board, situated at the Jakiri Council latest the : **17/02/2026** at 10:00am local time bearing

**OPEN NATIONAL INVITATION TO TENDER**  
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**FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE**  
**HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE**  
**NORTH WEST REGION To be opened only during session.**

### **15. ACCEPTABILITY OF BIDS :**

Bids that will be submitted after the date and time mentioned above or those that will not respect the separation model indicated in the different documents in each bid shall not be accepted.

All the bids that are not conform to the prescriptions of this tender file shall not be accepted.

The absence of the stamped bid bond drawn up using the model proposed in the tender file and issued by a bank or an insurance company accredited to issue bonds within the framework of public contracts, valid within **Ninety (90) days**.

To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender.

These Administrative documents have a validity period of three (03) months. This validity period has to begin after the date of the launching of the tender.

### **16. OPENING OF BIDS :**

The opening of bids shall take place on the **17/02/2026** (*PUT the date of the opening of bids*) **at 11:00Am** (*time of opening of bids, one hour after that of the deposit*), in the conference hall of the JAKIRI Council tender's Board.

The opening of bids will be done at once and in three stages:

- Stage 1: Opening of envelope A containing Administrative document (volume 1),
- Stage 2: Opening of envelope B containing Technical document (volume 2)
- Stage 3: Opening of envelope C containing financial document (volume 3).

All the bidders can take part in this opening session or can be represented by one person dully mandated (Even in case of joint-venture) who has a perfect mastery of the tender file

**To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this**

tender. These Administrative documents have a validity period of three (03) months. This validity period has to begin after the date of the launching of the tender.

In case of absence or non-conformity of an administrative document during the opening session, after a deadline of 48 hours given by the commission, the offer will be rejected.

**17. MAIN CRITERIA OF EVALUATION OF THE BIDS :**

**17-1- : ELIMINATORY CRITERIA:**

**A-Administrative Documents**

- a) Absence during bid opening session of original copy of bid bond issued by a first-class financial organization authorized by the Ministry of Finance to issue Bid Bonds within the framework of public Contracts; BACKED BY CDEC RECEIPT
- b) Non-conformity after a period of 48 hours following the deposit of bids, of at least one Administrative document;

**B-Technical Documents**

- a) Absence of the declaration by the bidder attesting that the latter has not abandoned any contract within the last three(03) years, and that he does not figure in the list of non-performant companies established by MINMAP.
- b) Absence of integrity chart dated and signed.
- c) Absence of declaration on the engagement to respect environmental clauses;
- d) Absence of financial capacity drafted with respect to the COBAC model issued by first class bank approved by the Minister of Finance;

N°	Amount in figures Fcfa	Amount in Words Fcfa
1	600,000	Six hundred thousand

- e) Did not validate 2/3 of the essential criteria and obligatorily the equipment criteria;
- f) Did not have the minimum required equipment
  - A dump Truck
  - Concrete Mixer
  - Concrete Vibrators
  - Manual compactors
  - A Pick Up 4 x 4
- g) Absence of attestation of site visit dated, stamped and signed by the bidder;
- h) Absence of categorization certificate issued by MINMAP
- i) Proof of acceptance of clauses within the contract

**C-Incomplete financial bid for absence of one of the following documents:**

- a) Unit Price breakdown non-conform with that of the tender file ;
- b) The unit price schedule non-conform with that of the tender file;
- c) Absence of a quantified price in the financial offer;
- d) Absence of an element in the financial offer (the tender letter, the Unit Price Schedule, the Bill of Quantities and cost Estimates.

**D-General Eliminary Criteria:**

- a) Absence of the soft copy of the bid or non-respect of the format for the files

- b) Absence of original copy of bid bond
- c) False déclaration, falsified documents or non authentic, fraudulent practices

**17-2 : Essential criteria :**

The technical bids will be evaluated according to the following ten (10) main criteria:

- a. Key personnel of the enterprise on **three (03)** criteria ;
- b. The site equipment to be mobilized on **five (05)** criteria ;
- c. The Enterprise references on **two (02)** criteria.

NB: A civil servant without any justification of secondment from the public service will not be evaluated;

**18. Award of contract :**

The contract will be awarded to the lowest bidder, fulfilling the required administrative, technical, and financial criteria.

The Project Owner has the discretion not to award the contract to a bidder who has an ongoing contract within the zone, having non satisfactory performances (cancelled or abandoned) or a bit satisfactory (Formal notice with evaluation being unsatisfactory or a notified evaluation of noncompliance within six months of award or contract cancellation underway)

**19. Maximum Number of Lots:**

A bidder can be attributed just one (01) lot given that the bid is for a single lot.

**20. Validity of Bids**

The bidders remain engaged to their offer within Ninety (90) days from the submission date of the bids.

**21. Additional information**

Additional information in relation to technical details can be obtained at the office of the contracting authority, notably The Mayor of Jakiri Council.

**22. Fight against Corruption and Malpractices**

For all reports on practice, acts of corruption or malpractice, you can contact the National Anti-Corruption Agency on 1517, Authority in charge of Public Contracts(MINMAP) (sms or call) on: (+237) 673 20 57 25 and 699 37 07 48 ou the Ministry of Public Works on 88002042.

Done in JAKIRI: 23/01/2026

The Lord Mayor of JAKIRI Council



*Hon. Wingo Buba Kibo*

**Copy:**

- DD MINTP/MINMAP/NW
- ARMP BAMENDA
- CHAIRPERSON JAKIRI COUNCIL TENDER BOARD
- NOTICE BOARD
- FILE/CHRONO

# Document 1.b

FRENCH VERSION

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REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
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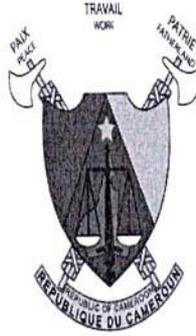
MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT  
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NORTH WEST REGION  
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BUI DIVISION  
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JAKIRI COUNCIL INTERNAL TENDERS BOARD  
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REPUBLIQUE DU CAMEROUN  
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MINISTÈRE DE LA DÉCENTRALISATION ET  
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REGION DU NORD OUEST  
\*\*\*\*\*

DEPARTEMENT DU BUI  
\*\*\*\*\*

COMMUNE DE JAKIRI  
\*\*\*\*\*

COMMISSION INTERNE DE PASSATION DES  
MARCHÉ DE LA COMMUNE DE JAKIRI

**AVIS D'APPEL D'OFFRE NATIONAL OUVERTE  
N° 01/AONO/COMMUNE DE JAKIRI/CIPMJ/2026 DU 23/01/2026  
POUR L'EXECUTION DES TRAVAUX DE LA CONSTRUCTION ET EQUIPER D'UN BLOC  
DE DEUX SALLES DE CLASSES A GS VEKOVI, COMMUNE DE JAKIRI, DEPARTEMENT  
DE BUI, REGION DU NORD-OUEST**

**FINANCEMENT: BIP 2026 MINEDUBE**

Le Maire de la Commune de Jakiri; Autorité Contractante, lance pour l'état du Cameroun, un Appel d'offres National Ouverte pour l'objet mentionnées ci-dessus:

**1. Objet de l'Appel d'Offres**

Dans le cadre de construction/ reconstruction des ouvrages d'art écoulées, le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué lance un Appel d'Offres National Ouverte POUR L'EXECUTION DES TRAVAUX DE LA CONSTRUCTION ET EQUIPER D'UN BLOC DE DEUX SALLES DE CLASSES A GS VEKOVI, COMMUNE DE JAKIRI, DEPARTEMENT DE BUI, REGION DU NORD-OUEST

**2. Consistance des travaux**

Les prestations du présent marché comprennent les travaux des CONSTRUCTION ET EQUIPER D'UN BLOC DE DEUX SALLES DE CLASSES A GS VEKOVI dans l' Arrondissement de Jakiri, Département de Bui., Les prestations comprennent les opérations suivantes :

- Lot 100:Travaux préparatoires et études ;
- Lot 200: Travaux de terrassements ;
- Lot 300: Fondation ;
- Lot 400: Maçonnerie;
- Lot 500: Menuiserie bois;
- Lot 600: Menuiserie métallique;
- Lot 700: Electricité;
- Lot 800: Peinture
- Lot 900: V.R.D
- Lot 1000: Protection environmental.
- Lot 1100: Equipment

### 3. Tranches/Allotissement

Les travaux sont dans un (01) seul lot.

### 4. Coût prévisionnel

N°	Désignation du Projet	Type du Structure	Coût du Projet (TTC) en Fcfa
1	CONSTRUCTION ET EQUIPER D'UN BLOC DE DEUX SALLES DE CLASSES A GS VEKOVI	SALLE DE CLASSE	30,000,000

Le coût prévisionnel de l'opération à l'issue des études préalables est de **Trente Millions, FCFA (30,000,000)** comme présentés ci-dessus et seront financés par **le budget de la MINEDUBE 2026**.

### 5. Délai prévisionnel d'exécution

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué pour la réalisation des travaux, objet du présent appel d'offres est de **Quatre (04)** mois calendaires. Ce délai court à compter de la date de notification de l'ordre de service de commencer les travaux.

### 6. Participation et origine

La participation au présent appel d'offres est ouverte à tous les Entreprises Camerounaise concernées dans le Bâtiment et Travaux Publics.

### 7. Financement

Les travaux objet du présent appel d'offres sont financés par **le budget de la MINEDUBE 2026**.

### 8. Mode de soumission

Le mode de soumission est : «**en ligne ou hors ligne** ».

### 9. Cautionnement de soumission

Les offres devront être accompagnées, d'un cautionnement provisoire (garantie de soumission) d'une durée de validité de Quatre-vingt-dix(90) jours à compter de la date initiale de remise des offres et établi selon le modèle indiqué dans le Dossier d'Appel d'Offres par un établissement financier agréé par le Ministre en charge des finances pour délivrer les cautions dans le cadre des Marchés Publics. Le montant de ladite garantie est indiqué dans le tableau ci-dessous.

N°	Montant de la caution en chiffres FCFA	Montant de la caution en lettres FCFA
1	600,000	Six cent mille Francs cfa

Sous peine de rejet, le cautionnement provisoire devra impérativement être produit en original datant de moins de trois (03) mois.

Le cautionnement provisoire sera libéré d'office dès publication de la Décision d'attribution pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est adjudicataire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif. Les chèques bancaires même certifiés ne seront pas acceptés en lieu et place du cautionnement provisoire. Le cautionnement sera valide par un récépissé de dépôts à la CDEC.

### 10. Consultation du Dossier d'Appel d'Offres

Le dossier physique peut être consulté gratuitement aux heures ouvrables à la Commune de Jakiri dès la publication de l'avis et durant les heures ouvrables.

### 11. Acquisition du Dossier d'Appel d'Offres

La version physique du dossier d'Appel d'Offres peut être obtenue aux heures ouvrables à la Commune de

Jakiri sur présentation d'une quittance de versement au trésorerie de ladite commune d'une somme non remboursable de **Cinquante Mille (50,000) F CFA** au titre des frais d'achat de dossier.

Cette quittance devra identifier l'acheteur comme représentant l'Entreprise désireuse de participer à l'Appel d'Offres.

### **12. Remise des offres**

-Pour la soumission hors ligne, l'offre en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme tels, devra parvenir à la commune de Jakiri précisément au Secrétariat de la commission interne de passation du Marche située a ladite commune, au plus tard le 17/02/2026 à 10 :00AM et devra porter la mention :

**AVIS D'APPEL D'OFFRE NATIONAL OUVERTE  
N° 01/AONO/COMMUNE DE JAKIRI/CIPMJ/2026 DU 23/01/2026  
POUR L'EXECUTION DES TRAVAUX DE LA CONSTRUCTION ET EQUIPER D'UN BLOC  
DE DEUX SALLES DE CLASSES A GS VEKOVI, COMMUNE DE JAKIRI, DEPARTEMENT  
DE BUI, REGION DU NORD-OUEST  
A n'ouvrir qu'en séance de dépouillement"**

### **13. -Recevabilité des plis**

Les offres parvenues après la date et l'heure de dépôt des offres seront irrecevables.

Toute offre non conforme aux prescriptions du présent Avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission timbrée établie selon le modèle proposé dans le DAO et délivrée par une banque ou compagnie d'assurance agréée et habilitée à émettre des cautions dans le cadre des Marchés Publics, valable pendant **Quatre-vingt-dix(90)** jours au-delà du délai de validité des offres. Sous peine de rejet, les pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Ces pièces administratives ont une durée de validité de **Trois(03)** mois, cette date limite de validité des pièces administratives doit être postérieure à la date de lancement de l'Appel d'Offres

### **14. -Ouverture des plis**

L'ouverture *des plis se fait en un temps* et aura lieu le 17/02/26 à 11AM heures précises dans la salle de réunions de La commune de Jakiri

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne de leur choix dûment mandatée même en cas de groupement d'entreprises.

**Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou l'autorité administrative compétente, conformément aux dispositions du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'avis de D'Appel d'Offres**

En cas d'absence ou de non-conformité d'une pièce du dossier administratif lors de l'ouverture des plis, après un délai de **48 heures accordées par la Commission, l'offre sera rejetée.**

### **15. Critères d'évaluation**

#### **.1. Critères éliminatoires**

#### **A- Pièces Administratives**

- a) Absence de l'original de la caution de soumission à l'ouverture des plis délivrée par un organisme financier de première catégorie autorisé par le Ministère chargé des Finances à émettre des cautions dans le cadre des marchés publics ; accompagniez par un reçu CDEC
- b) Absence (à l'exception de la caution de soumission) après un délai de 48 heures après la notification, d'au moins une des pièces du dossier administratif.

**B- Offre technique incomplète pour absence de l'une des pièces ci-après :**

- a) Absence de la déclaration sur l'honneur attestant que le soumissionnaire n'a pas abandonné un marché au cours des trois dernières années, et qu'il ne figure pas sur la liste des entreprises défaillantes établies par le MINMAP ;
- b) Absence d'une capacité de financement (Ligne de crédit disponible) avec un contenu conforme au modèle de la Commission Bancaire de l'Afrique Centrale (COBAC), délivrée par une banque de premier ordre agréé par le Ministre en charge des Finances au Cameroun d'au moins :

N°	Capacité de financement en chiffres Fcfa	Capacité de financement en lettres Fcfa
1	30, 000,000	Trente Millions

- c) N'avoir pas validé au moins 2/3 des critères essentiels avec obligatoirement le critère matériel ;
- d) N'avoir pas satisfait au minimum de matériel en propre requis :

- Un Camion Berne
- Betonniere
- Vibreur
- Compacteur manuel
- Un Pick Up 4x4

e) Absence de l'attestation de visite des lieux datée, cachetée et signée sur l'honneur par le soumissionnaire ;

f) Preuves d'acceptation des clauses du marché

**C- Offre financière incomplète pour absence de l'une des pièces ci-après :**

- a) Sous-détails de prix unitaires non conformes au modèle de l'offre ;
- b) Bordereau de prix unitaires non conformes au modèle fourni dans le présent dossier d'Appel d'Offres ;
- c) Absence dans l'offre financière d'un prix quantifié.
- d) Absence d'un élément de l'offre financière (la soumission, les BPU, le DQE)

**D- Critère éliminatoire d'ordre général**

- a- Absence de la copie de sauvegarde ou non-respect du format de fichier des offres.
- b- Absence de l'origine de la caution de soumission
- c- Fausse déclaration, documents falsifiés ou non authentique, manœuvres frauduleuses

**15.2. Critères essentiels**

L'évaluation des offres techniques sera faite sur la base des critères essentiels ci-dessous

- Le personnel d'encadrement ;
- Matériels ;
- Référence et Note méthodologique

**NB :** Un agent public sans justificatif de sa libération de la fonction publique ne sera pas évalué ;

**16. Attribution**

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

Par ailleurs, le Maître d'Ouvrages se réserve le droit de ne pas attribuer le marché dans le cadre du présent appel d'offres à un soumissionnaire qui, titulaire d'un contrat en cours dans la zone, a des performances non satisfaisante (résilier ou abandonné) ou peu satisfaisantes (mise en demeure dont l'évaluation a été jugée non satisfaisante ou constate de défaillance notifiée dans les six mois précédant l'attribution ou contrat en cours de résiliation).

**17. Nombre maximum de lots :**

Un candidat peut soumissionner pour un seul lot.

### 18. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant **Quatre-vingt-dix(90)** jours à partir de la date limite initiale fixée pour la remise des offres.

### 19. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables consultées à la Commune de Jakiri à Tél. : 676627995

### 20. Lutte contre la corruption et les mauvaises pratiques

Pour toute dénonciation pour des pratiques, faits ou actes de corruption ou faits de mauvaises pratiques, bien vouloir appeler la CONAC au numéro 1517, l'Autorité chargée des Marchés Publics (MINMAP) (SMS ou appel) aux numéros : (+237) 673 20 57 25 et 699 37 07 48

**Le Maire de la Commune de JAKIRI**

**Copy:**

- DD MINTP/MINMAP/NW
- ARMP BAMENDA
- CHAIRPERSON JAKIRI COUNCIL TENDER BOARD
- NOTICE BOARD
- FILE/CHRONO

**Fait à Jakiri : 23/01/2026**



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Document No. 2:  
General Regulations of the Invitation to  
Tender

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# General Regulations of the invitation to tender

## A. General

### Article 1: Scope of offer

The Lord Mayor of JAKIRI Council, Contracting Authority, launches on behalf of the Republic of Cameroon, an open national invitation to tender for **THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI-COUNCIL, BUI DIVISION OF THE NORTH WEST REGION**  
**FUNDING: BIP MINEDUBE 2026**

1.1. The bidders retained, must complete the works within the required period as indicated in the specific rules of the tender document (SRTD), except there is a contrary stipulation in the special administrative document that starts from the date of notification of the service order to start works or of that indicated in the service order.

1.2. The word « Day » in this tender document signifies a calendar day.

### Article 2: Financing

The sources of funding of works in this tender document have been indicated in the (SRTD)

### Article 3: Fraud and corruption

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

- a) Defines, within the context of this clause, the following expressions in the Following manner:
  - 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" 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 offers at levels not corresponding with those which will result from the forces of competition;
  - iv. "coercive practices" 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;
  - v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.
- b. The Contracting Authority shall reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices in the award of this contract.

3.2 The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non-authentic documents in his offer, without prejudice to legal action that may be taken against him.

### Article 4: Candidates allowed competing

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

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

- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

A bidder shall be judged to be in a situation of conflict of interest if he:

- i) is or was associated in the past in an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
  - ii) Presents more than one bid within the context of this invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
  - iii) The project owner is not a shareholder of any bidder so as to compromise the process of award of the contract.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct or indirect supervisory authority of the Contracting Authority.

**Article 5: Supplies and ancillary services meeting the criteria of origin**

5.1 All supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2 Within the meaning of the clause 5.1, the term "works" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.

5.3 The term "originate" shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in the abstention of a commercial article whose basic characteristics are substantially different from those of its components.

**Article 6: Qualification of bidder**

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

- (a) Submit a power of attorney making the signatory of the bid bound by the offer; and
- (b) furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

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

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

- a. The bids must include all the information listed in article 6(1) above. The Special Regulations must specify the information to be furnished by the group and the information to be furnished by each member of the group;
- b. The offer and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (*joint or several*) must be specified and justified with the production of a joint venture agreement in due form;

- d. The member of the group designated as the representative shall represent all the undertakings vis à vis the Contracting Authority in the execution of the contract.
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Administration into a single account; on the other hand, each undertaking is paid in its own account by the Administration where it is several co-contracting.

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

6.4 Bidders seeking to benefit from a margin of preference must furnish all the information required to prove that they meet the eligibility criteria described in article 35 of the General Regulations.

#### **Article 7: Visit of the work site**

7.1. The bidder is advised to visit and inspect the site of works and its surroundings and to obtain by himself, and under his own responsibility, all the information that may be necessary for the preparation of the tender and the work execution. The costs related to the visit of the site are the responsibility of the Bidder.

7.2. the Contracting Authority is obliged to authorize the Bidder who so requests and his employees or agents to enter his premises and grounds for the purpose of the said visit, but only on the express condition that the Bidder, its employees and agents release the Owner, his employees and agents from any liability that may result and compensate them if necessary, and that he remains responsible for fatal or personal accidents, loss or damage to property, costs and expenses incurred as a result of this visit.

7.3. The Contracting Authority may organize a visit to the site of works at the time of the preparatory meeting for the preparation of the bids mentioned in article 19 of the GRIT

## **B. Tender File**

### **Article 8: Content of Tender File**

8.1 The Tender File describes the works forming the subject of the contract, sets the consultation procedure by contractor and specifies the terms of the contract. Besides the addenda published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The tender notice in English and French signed by the Delegated Contracting Authority
Document No. 2	The General Regulations of the invitation to tender which has model clauses that are not to be modified;
Document No. 3	The Special Regulations of the invitation to tender containing provisions of documents No. 2 which should be completed or specified within the context of the invitation to tender concerned
Document No. 4	The Special Administrative Conditions which deal with the execution of the contract and the related payments;
Document No. 5	The technical specification
Document No. 6	The framework of Unit Price Schedule;
Document No. 7	The framework of bill of Quantities and cost estimates
Document No. 8	Framework of breakdown of unit price;

Document No. 9	Draft contract; a. The planning of execution b. Model form for presentation of equipment, personnel, and references ; c. Model of tender letter; d. Model of tender bond; e. Model of final bond; f. Model of startup advance; g. Model of retention guarantee bond
Document No. 10	Models to be used by bidders;
Document No. 11	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first-rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender file. It is up to him to furnish all the information requested and prepare a bid in conformity with all aspects of the said file. Any deficiency may lead to a rejection of his bid.

**Article 9: Clarifications on the Tender File**

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (telex or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Delegated Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty-one (21) days for international invitations prior to the deadline for the submission of the offers.

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

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

9.3 The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

It must reach the Contracting Authority not later than fourteen (14) days before the opening of bids.

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

**Article 10: Amendment of the Tender File**

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

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Contracting Authority.

10.3 In order to give bidders sufficient time to take account of the addendum in the preparation of their bids, the Contracting Authority may postpone as is necessary, the deadline for the submission of bids, in accordance with provisions of article 23.3 of the General Regulations of the invitation to tender.

## C. Preparation of bids

### Article 11: Tender fees

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority shall in no case be responsible for these costs nor pay them whatever the evolution or outcome of the invitation to tender procedure.

### Article 12: Language of bid

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

### Article 13: Constituent documents of the bid

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

#### a. Volume 1: Administrative file

It includes:

- 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 article 19 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

#### b. Volume 2: Technical bid

##### b.1 Information on qualifications

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

##### b.2 Technical proposals

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical specifications, performance, makes, models and references of the materials proposed including technical prospectuses in accordance with article 17 of the General Regulations;
- The calendar, schedule and execution deadline.

##### b.3 Proof of acceptance of conditions of the contract

The bidder shall submit duly initialled copies of administrative and technical documents relating to the contract, namely:

1. The Special Administrative Conditions (SAC);
2. Technical specifications.

#### c. Volume 3: Financial bid

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of Unit Prices;
3. The duly filled detailed estimate;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The previewed payment schedule in case:

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 17(2) of the General Regulations of invitation to tender concerning the other possible forms of bid bond.

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

#### **Article 14: Amount of the bids**

- 14.1 The general model conditions of prices shall be governed by rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce at the date of specified in the Special Regulations.
- 14.2 The bidder shall filled Prices as required in the model of price schedules furnished in annex.
- 14.3 Except as otherwise provided in the the General Regulations and Special Regulations, all rights and taxes payable by the Bidder under the future Contract, or otherwise, thirty (30) days prior to the deadline for submission of bids will be included in the price and in the total amount of its offer.
- 14.4. If the price revision and / or discounting clauses are provided for in the contract, the date of establishment of the initial prices, as well as the procedures for revising and / or updating said prices must be specified. It being understood that any Contract whose execution period is not more than one (1) year cannot be subject to a price revision.
- 14.5. All unit prices with quantities must be justified by sub-details established in accordance with the framework proposed in Exhibit THE TENDER FILE.

#### **Article 15: Currency of bid**

- 15.1. In the case of International Competitive Bids, the currencies of the bid must follow the provisions of either Option A or Option B below; the applicable option being that used in the Special Regulations.
- 15.2. Option A: The bid amount is denominated entirely in national currency. The bid price, the unit price of the price schedule and the estimated and quantitative retail prices are denominated entirely in CFA francs as follows:
- a). Prices will be fully denominated in the national currency. The bidder who intends to incur expenses in other currencies for carrying out the Works, shall indicate in the Annex to the tender the percentage or percentages of the amount of the tender necessary to cover the needs in foreign currencies, not exceeding a maximum of three currencies. member countries of the market financing institution.
- b). The exchange rates used by the Bidder to convert its bid into the national currency will be specified by the bidder as an appendix to the bid in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange risk is borne by the successful Bidder.
- 15.3. Option B: The bid amount is directly denominated in national and foreign currencies at the rates set out in the Special Regulations.
- The bidder will quote the unit prices of the price schedule and the prices of the Quantitative and Estimated Detail as follows:
- a). The prices of the inputs required for the Works that the Bidder intends to obtain in the country of the Contracting Authority shall be expressed in the currency of the country of the Contracting Authority specified in the Special Regulations and called "national currency".
- b). The prices of the inputs required for the Works that the bidder intends to procure outside the country of the Contracting Authority shall be in the currency of the country of the bidders or that of an eligible Member State widely used in international trade.
- 15.4. The Contracting Authority may require bidders to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total prices, and indicated in the annex to the tender, are reasonable; for this purpose, a detailed statement of its requirements in foreign currencies will be provided by the bidders.
- 15.5. During the execution of the works, most foreign currencies remaining to be paid on the contract price may be reviewed by agreement between the Contracting Authority and the contractor to take account of any changes in requirements. in foreign currency under the contract.

### **Article 16: Validity of bids**

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Contracting Authority as not being in conformity.
- 16.2 Under exceptional circumstances, the Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond.  
A bidder who consents to an extension shall not be asked to modify his bid nor be authorised to do so.
- 16.3 Where the contract does not include a price revision clause and that the period of validity of offers is extended for 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 shall address to bidders.  
The Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services 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.

### **Article 17: Bid bond**

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- a) if the bidder:
    - i) withdraws his bid during the time-limit which he specified in his bid;
    - ii) does not accept the correction of errors in application of article 30(4) of the General Regulations; or
  - b) if the bidder retained:
    - i) defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or
    - ii) defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

### **Article 18: Variant proposals from bidders**

- 18.1. Where the work can be performed in variable turnaround times, the special Regulations will specify these times, and indicate the method used to assess the Bidder's proposed completion time within the specified time frame. Bids offering deadlines beyond those specified will be considered non-compliant.
- 18.2. Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first encrypt the basic solution of the Contracting Authority as described in the Tender Documents,

and provide in addition, all the information that the developer needs to complete the evaluation of the proposed variant, including plans, calculation notes, technical specifications, price sub-details and proposed construction methods, and all other useful details. The developer will only examine the technical variants, if any, of the bidders whose bid in accordance with the basic solution has been evaluated as the lowest bidder.

- 18.3. When bidders are permitted, subject to the special Regulations, to submit technical variants directly for certain parts of the work, these parts of the work must be described in the Technical Specifications. Such variants will be evaluated according to their merit in accordance with the provisions of Article 32.2 (g) of the general Regulations.

#### **Article 19: Preparatory meeting for the preparation of bids**

- 19.1. Unless the special Regulations provides otherwise, the Bidder may be invited to attend a preparatory meeting to be held at the place and date indicated in the special Regulations.
- 19.2. The purpose of the preparatory meeting will be to provide clarification and answers to any questions that may be raised at this stage.
- 19.3. The Bidder is requested, as far as possible, to submit any questions in writing so that it reaches the project owner at least one week before the preparatory meeting. The project owner may not be able to answer questions received too late during the meeting. In this case, questions and answers will be sent according to the terms of Article 19.4 below.
- 19.4. The minutes of the meeting, including the text of the questions asked and answers given, including responses prepared after the meeting, will be sent without delay to all those who have purchased the Tender Documents. Any modification of the tender documents listed in Article 8 of the General Agreement that may be necessary at the end of the preparatory meeting will be made by the Contracting Authority by issuing an addendum in accordance with the provisions of Article 10 of the General Regulations; the minutes of the preparatory meeting cannot take place.
- 19.5. The fact that a bidder does not attend the pre-bid meeting will not be grounds for disqualification.

#### **Article 20: Form and signature of the bid**

- 20.1 The bidder shall prepare an original of the constituent documents described in article 12 of the General Regulations in a volume clearly indicated "**ORIGINAL**". In addition, the bidder shall submit the number required in the General Regulations, bearing "**COPY**". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be.
- All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3 The bid shall bear no modification, suppression or alteration, unless such corrections are initialled by the signatory (ies) of the offer.

### **D. Submission of bids**

#### **Article 21: Sealing and marking of bids**

- 21.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "**ORIGINAL**" and "**COPY**", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
  - b) should bear the name of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription  
**"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"**.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is not opened.

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

#### **Article 22: Date and time limit for submission of bids**

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

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 9 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

#### **Article 23: Late bids**

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

#### **Article 24: Modification, substitution and withdrawal of bids**

24.1 A bidder may modify, replace 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 bids. The said notification must be signed by an authorised representative in application of article 21(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

24.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.

24.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.

24.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. 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 19(6) of the General Regulations.

### **E. Opening of envelopes and evaluation of bids**

#### **Article 25: Opening of envelopes and petitions**

25.1 The competent Tenders Board shall open the envelopes in single or two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence. A single phase opening shall be appropriate where the qualification criteria are easily applicable.

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal of a bid 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 offer" 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 a 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 only if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.

25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

The Independent Observer must attach to his report the sheet that was handed to him, including any related commentaries or observations.

#### **Article 26: Confidential nature of the procedure**

26.1 No information relating to the examination, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in his award decision may cause the rejection of his bid.

26.3 Notwithstanding the provisions of article 26(2), between the opening of envelopes and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid, he should do so in writing.

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it desires, request any bidder to give clarifications on his bid. This request for clarification and the response given are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation sub-committee during the evaluation in accordance with the provisions of article 32 of the General Regulations.

27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

#### **Article 28: Conformity of bids**

28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

28.2 The Evaluation sub-committee shall determine if the bid is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that conforms to the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or omission is that:

- a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
- b. 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
- c. whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not eventually be rendered in compliance.

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

**Article 29: Qualification of the bidder**

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

**Article 30: Correction of errors**

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

- a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
- c) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;

30.2. The amount in the Submission will be corrected by the Subcommittee of Analysis in accordance with the aforementioned error correction procedure and, with the Bidder's confirmation, said amount will be deemed to be binding.

30.3. If the Bidder submitting the lowest evaluated bid fails to accept the corrections made, the bid will be rejected and the bid secured.

**Article 31: Conversion into a single currency**

31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices expressed in various currencies into an amount in which the bid is payable in CFA francs.

31.2 The conversion shall be done using the current exchange rate set by BEAC in force at the deadline for submission of bids under the conditions set in the Special Regulations.

**Article 32: Financial evaluation of bids**

32.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 30, 31 and 32 of the General Regulations.

32.2 For this evaluation the Evaluation sub-committee shall consider the following elements:

- a) the bid price, indicated according to the provisions of article 30.2 of the General Regulations;
- b) adjustments made on the price to correct the arithmetical errors in application of article 32(3) of the General Regulations;
- c) adjustments made on the price as a result of rebates offered in application of paragraph 31.2 of the General Conditions;

- d) By appropriately adjusting, on a technical or financial basis, any other modification, divergence or quantifiable reserve;
- e) Taking into consideration the different lead times proposed by the bidders, if they are authorized by the special Regulations;
- f) If applicable, in accordance with the provisions of Article 13.2 of the General Regulations and special Regulations, applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is issued simultaneously for several lots.
- g) Where applicable, in accordance with the provisions of section 18.3 of the special Regulations and the Technical Specifications, the proposed technical variants, if permitted, will be evaluated according to their merit and regardless of whether or not the Bidder will have bid for the award. Technical solution specified by the Owner in the RPAO.

32.3. The estimated effect of the price revision formulas in the "CCAGs" and "CCAPs", applied during the period of performance of the Contract will not be taken into account in the evaluation of the tenders.

32.4. If the lowest evaluated bid is found to be abnormally low or is significantly out of balance with the Owner's estimate of the work to be performed under the Contract, the commission may from the price sub-detail provided by the bidder for any element, or for all elements of the Quantitative and Estimated Detail, check whether these prices are compatible with the construction methods and the proposed schedule. In the event that the evidence submitted by the bidder does not seem satisfactory to him, the Employer may reject the tender after the technical opinion of the Public Contracts Regulation board.

**Article 33: Margin of preference**

If this provision is mentioned in the Special Regulations, national businesspersons may benefit from a national preference margin as provided for in the Public Contracts Code for reasons of evaluation of the bids.

**F. Award of the contract**

**Article 34: Award of the contract**

- 34.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.
- 34.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.
- 34.3 Any award of Works contracts shall be made to the Bidder fulfilling the technical and financial capacities required as a result of the evaluation criteria and presenting the bid evaluated as the lowest bidder.

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

The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the authority in charge of public contracts where the offers have been opened) or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

**Article 36: Notification of the award of the contract**

Before the expiry of the validity of the bids set in the Special Regulations, the Delegated Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Delegated Contracting Authority will pay the supplier to execute the contract and the execution time-limit.

**Article 37: Publication of results of award and petitions**

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

- 37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 37.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 37.4 In case of petition, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, to the head of structure to which is attached the Tenders Board concerned and the chairperson of the said Tenders Board.
- It must take place within a maximum deadline of five (5) working days after the publication of the results.

**Article 38: Signing of the contract**

- 38.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialised Contracts Control Board, where need be) for approval.
- 38.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

**Article 39: Final Bond**

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond to guarantee the full execution of the services in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 39.2 The bond may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract.

**Article 40: Right to modify quantities during the award of the contract**

During the award of the contract, the Contracting Authority reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the supplies and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

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

## Special Regulations of the invitation to tender

The following information and data concerning the acquisition of supplies should supplement or specify in the clauses of the General Regulations of the invitation to tender. In case of divergence, the following provisions will prevail over the articles of the General Regulations.

### OPEN NATIONAL INVITATION TO TENDER N° 01/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026

#### FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION

General				
1.1	<b>Definition of Works:</b> As part of the maintenance work on the NATIONAL road network, the <b>LORD MAYOR OF JAKIRI COUNCIL</b> , Contracting authority, launches an Open National Invitation to Tender <b>FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION</b>			
	The works are distributed in a batch according to the itinerary or the itineraries hereafter:			
	LOT Bridges	Council concerned	Previewed Budget (ATI)	Duration (months)
	FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION	JAKIRI	30, 000,000	04
	<b>TOTAL</b>		<b>30, 000,000</b>	
	<b>DEFINITION OF WORKS:</b> Work to be done consists of the <b>CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AT GS VEKOVI, Jakiri Council Area, Bui Division</b> . The works include the following: <ul style="list-style-type: none"> <li>Lot 100: Preparatory works and studies</li> <li>Lot 200: Earth Works</li> <li>Lot 300: Foundation</li> <li>Lot 400: Block work in elevation</li> <li>Lot 500: Carpentry works</li> <li>Lot 600: Metal and wood works</li> <li>Lot 700: Electricity</li> <li>Lot 800: Painting</li> <li>Lot 900: External works</li> <li>Lot 1000: Environmental mitigations</li> <li>Lot 1100: Equipment</li> </ul>			
1.2	<b>PROJECT DURATION :</b> The entire period of execution of these Works is <b>04 months_ (Four months)</b> calendar months. This duration starts as of the date of notification of the service order to start Works.			

1.4	FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION. The Works will be executed in a <b>Single Phase</b> .
2.1	<b>FUNDING :</b> The Works on This tender are funded by the <b>MINISTRY OF BASIC EDUCATION 2026 financial year budget</b> . The previewed cost of the entire works of this Open National Invitation to tender is: <b>Thirty Million(30,000,000) FCFA all taxes included</b>
4.2	The Present Open National Invitation to Tender is open to any Enterprise working in the Civil Engineering Domain
6.2	In the case of a Joint Venture, each member of the consortium will present complete administrative documents, the attestation of bank account, the tender purchase receipt and bid bond will be presented by the Leader of the Joint venture.
6.4	Necessary information to produce that justifies the satisfaction to eligible criteria: Attestation from the National Social Insurance Fund
7.3	At the end of the site visit to be organised two(02) weeks after the award, the Technical Service of the JAKIRI Council can be contacted via Tel: 676627995 It is advisable that every bidder should do a site visit to inspect the site and its environs and to personally obtain under his responsibility, all necessary findings for the preparation of the bid and the execution of studies and works. The cost of the site visit will be handled by the bidder.
9	Complimentary findings can be obtained during working hours from the JAKIRI Council, or by all other electronic communication means indicated by the Project Owner. Clarity can be gotten not later than one week before the deposit date of the file. Request for clarifications has to mention the name and address of the bidder and sent to the following address:
	<b>Preparation of BIDS</b>
12	BIDS language (s): French or English
13.1	The list of documents referred to in Article 13 of the General Regulations should be completed, grouped into three volumes respectively inserted in inner envelopes and detailed as follows: <b>Volume 1: Documents constituting the administrative file</b> They consist of: <ul style="list-style-type: none"> <li>○ The declaration of intention to bid stamped, signed by the legal representative or Group head designated</li> <li>○ The original of the provisional bond (for each lot applied for) of the amount as specified in the Tender Notice (Exhibit 1 of the CAD), and a period of validity of 90 days to count the initial date of submission of tenders;</li> <li>○ The notarized joint venture agreement and specifying the Group Head;</li> <li>○ The POWER OF ARTORNEY;</li> <li>○ The original of the TAX CLEARENCE certificate;</li> <li>○ The original of the certificate of non-bankruptcy issued by the Registry of the Court of First Instance of the domicile;</li> <li>○ The attestation of Bank Account issued by a First class Banking institution accredited by the Ministry of Finance</li> <li>○ The original copy of the tender purchase receipt indicating the sum of fifty thousand (50,000) Thousand paid to the Jakiri council Treasury;</li> <li>○ The original of the certificate of non-exclusion of public contracts issued by the Agency of Regulation of Public Contracts (ARMP).</li> <li>○ The original of the certificate signed by the Director of the National Social Security Fund, or one of his duly authorized representatives, certifying that he has actually paid into the fund the sums of which he is indebted and specifying the purpose of the tender and the number of the Invitation to tender;</li> <li>○ The receipt delivered by CDEC backing the Bid Bond.</li> <li>○ A certified copy of the categorisation attestation or the acknowledgement receipt for the file deposit at MINMAP</li> </ul>

NB: In the case of a joint venture, each member of the consortium will provide complete administrative documents; the documents cited in 1.2, 1.3, 1.5, 1.6 and 1.10 will be presented only by the Head of the Joint Venture.

These administrative documents are valid for three (03) months.

The deadline for the validity of the above administrative documents must be later than the date of the launch of the Invitation to Tender in accordance with Article 90.3 of the Decree 2018/366 of June 20, 2018 relating to the Code des Marchés Publics. In the case of a group of companies, each member of the group will produce each of the administrative documents listed above with the exception of 1.1, 1.6 to

## **Volume 2: Parts constituting the technical offer**

**It comprises of:**

### **2.1 Findings on the qualification**

The list of documents to be furnished by the bidder in order to justify its qualification that consist of references, equipment and personnel:

- **Technical Offer Submission letter**
- **References of the Bidder**

- The list of realised contracts (Project Owner, Subject, Amount, Reception Date) by the Bidder in the Capacity of Job Holder (or Sub Contractor) within the last Five (05) years

These references have to be accompanied by justifications namely:

- Copies of first and last page of contract;
- Minutes of Provisional or final reception, or Attestation of completion of Job;
- Other necessary justifications where necessary;

- **Personnel**

- List of Key Personnel for the construction works

NB: Attached to the personnel proposed, a copy of the certificate and justifications of experience notably:

- Certified copy of the certificate not older than three (03) months
- Attestation issued by the National Order of Civil Engineers where necessary;
- Curriculum vitae signed and dated by Expert;

NB: All the documents cited above have to be conform, signed and should be almost three months with respect to the date of deposit of the tender file.

- **Equipment to be Mobilized during execution of works**

The bidder has to present the following minimum equipment that consists of the following:

- A dump Truck
- Concrete Mixer
- Concrete Vibrator
- Manual compactor
- A Pick Up 4 x 4

NB: The bidder should attach certified copies issued by the competent services for the following, ownership for equipment and valid purchase receipts where necessary, accompanied by a signed lease agreement if the equipment does not belong to the bidder.

### **2.2 Organisation and Methodology**

The bidder will produce a descriptive note or methodology presenting in details the constitutive elements of the technical offer, notably:

- a) Organization and the order with which the bidder envisages to put in place in order to effectively execute the works to which will be annexed the site visit report and the attestation of site visit signed by the bidder;
- b) The calendar of activities, planning and execution timeframe
- c) The dispositions taken for the use of local labour (Direct Labour technique)
- d) The dispositions taken for the respect of environmental norms during execution
- e) The works to be sub contracted
- f) Other elements to be précised

### **2.3 The Bidder will fill and submit the following forms:**

- The integrity chart
- The declaration for the engagement to respect all social and environmental clauses

**2.4 The Proof of the acceptance of the contract terms:**

The bidder will submit visad copies of each page and signed copies of the last page preceded by the statement "Read and Approved" for the following documents:

- The Special administrative Clauses
- The Special Technical Clauses

NB: The denial of any clause of the contract is immediate elimination of the bidder

**2.5 Commentaries on the SAC and STC**

The bidder can join an observation note after the signed Special administrative and the Special technical clauses.

**2.5 Financial capacity**

The bidder has to present the following:

- A financial capacity issued by a first class bank accredited by the Ministry of finance or an Insurance company accredited to issue bonds in the framework of Public contracts at the tune of Thirty Million (30,000,000) Francs CFA.

The financial documents submitted by the bidder have to be examined thoroughly and is subject to judgement. All findings that could lead to financial difficulties during execution of works will lead to the hiring of a financial expert during the evaluation of the offer.

For the new companies, this situation can be appreciated in an objective manner by referencing to the financial capacity of the bidder (appropriate declarations of the banks or accredited financial institutions or where necessary, proof of professional risk insurance) and the needs for the financing of the contract.

1. The amount of the financial capacity does not have to be less than thirty(30) percent of the annual turnover
2. The period is normally three years
3. In the case of a joint venture we can indicate that one member of the consortium has to satisfy 25 or 30% of the global cost and the head has to satisfy 50 to 60% of the global amount of the contract.
4. The amount in the turnover will not be fixed in a high value in order to avoid other competitive companies capable to execute the job from being kicked out.

**2.7 Attestation of non-abandonment of site within the last three years**

**Volume 3: Financial offer**

This envelope comprises of the following documents:

- 3.1 A stamped paper submission, as per the attached template (Exhibit 10.1), signed and dated;
- 3.2 The price schedule (Exhibit 6) according to the model and indicating the prices excluding VAT in figures and in letters, filled in a legible manner, signed and dated;
- 3.3 The Bill of quantities and Cost Estimates detail of the work (Exhibit 7) filled in a legible manner, signed and dated;
- 3.4 The price details (Exhibit 9.9). and the decomposition of fixed prices and construction costs.

NB: All the pieces of the initialled financial offer, in addition to the last pages must be signed, sealed and dated.

Price and tender currency

14.4 Market prices are firm and non-revisable.

15.2 The amount of the bid is denominated entirely in national currency (CFA franc).

Preparation and submission of BIDS

16.1

**Period of validity of tenders:**

- (a) BIDDERS remain bound by their offer for a period of ninety (90) days from the closing date for the submission of tenders, during which time the Contracting Authority will notify the firms selected
- (b) .In exceptional circumstances, before the expiry of the initial period of validity of tenders, the Contracting Authority may request bidders to extend the period of validity for an additional period of time. The request and answers must be in writing. A Bidder may refuse to extend the validity of its bid without losing the bid bond. The Bidder who agrees to extend the period of validity of its bid may not modify its bid, but must extend the period of validity of the Bid Deposit accordingly, in accordance with the provisions of Article 17 of the General Agreement

**Amount of the bid bond:**

- 1) Pursuant to Article 6 of the RPAO, the Bidder will provide, a bid bond, the amount specified in the Tender

17.1	<p>Notice, which will form an integral part of its bid. The amount of the bid bond stands at:</p> <table border="1" data-bbox="209 219 1444 293"> <thead> <tr> <th data-bbox="209 219 284 253">N°</th> <th data-bbox="284 219 655 253">Amount in Figures(Fcfa)</th> <th data-bbox="655 219 1444 253">Amount in Words(Fcfa)</th> </tr> </thead> <tbody> <tr> <td data-bbox="209 253 284 293">1</td> <td data-bbox="284 253 655 293">600,000</td> <td data-bbox="655 253 1444 293">Six hundred Thousand</td> </tr> </tbody> </table>	N°	Amount in Figures(Fcfa)	Amount in Words(Fcfa)	1	600,000	Six hundred Thousand
N°	Amount in Figures(Fcfa)	Amount in Words(Fcfa)					
1	600,000	Six hundred Thousand					
19.1	Preparatory Meeting for the establishment of the offer will take place NO						
20	<b>Submission of Bids</b>						
20.1	<p><b>Submission of Bids</b> Each bid, prepared in English or in French in <b>(07) seven copies</b>, that is <b>(01) one original and (06) six copies</b> noted as such, shall be forwarded to the delegated contracting authority, notably to the Secretariat of JAKIRI Council Tenders board, situated at the JAKIRI Council latest the : 23/12/2025 at 10:00AM local time bearing</p> <p style="text-align: center;"><b>OPEN NATIONAL INVITATION TO TENDER</b> <b>N° 01/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026</b></p> <p style="text-align: center;"><b>FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION</b></p> <p style="text-align: center;"><b>To be opened only during session</b></p>						
22.1	<p><b>Deadline for submission of tenders:</b> Tenders will be submitted by 11:00AM (date of submission of tenders) at 17/02/2026 (time of submission of tenders) hours.</p>						
	<p><b>Mode of Submission</b> The submission mode retained for this tender is offline..</p>						
	<b>Opening of Bids and Evaluation</b>						
	<p><b>Place, date and time of the opening of the BIDS:</b> The opening of tenders will take place on 17/02/2026 (put the date of submission of tenders) as early as 11:00AM (time of opening of tenders, one hour after the date of submission of tenders) 11 am in the, conference hall of <b>the Jakiri Internal tender's board</b>. All bidders may attend this opening session or be represented by a single duly mandated person (even in case of consortium) of their choice with a perfect knowledge of the file. To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender. These Administrative documents have a validity period of three (03) months. This validity period has to begin after the date of the launching of the tender.</p> <p>In case of absence or non-conformity of an administrative document during the opening session, after a <b>deadline of 48 hours given by the commission, the offer will be rejected.</b></p> <p><b>The following file will be declared rejected by the Internal Tenders Board:</b></p> <ul style="list-style-type: none"> <li>• All bids that do not conform to the specifications of this tender file</li> <li>• Absence of original copy of bid bond issued by a first-class financial organization authorized by the Ministry of Finance to issue Bid Bonds within the framework of public Contracts or the non-respect of the models presented in the tender file implies the simple and pure reject of the bid without any consideration. A bid bond produced but which doesn't have any link with the current tender file is considered absent. A bid bond presented during the opening session is equally rejected.</li> </ul>						
	<b>Evaluation and comparison of offers</b>						
	<p><b>ELIMINATORY CRITERIA</b></p> <p><b>A-Administrative Documents</b></p> <ol style="list-style-type: none"> <li>a) Absence during bid opening session of original copy of bid bond issued by a first-class financial organisation authorized by the Ministry of Finance to issue Bid Bonds within the framework of public Contracts; accompanied by a CDEC receipt</li> <li>b) Non-conformity after a period of 48 hours following the deposit of bids, of at least one Administrative</li> </ol>						

document;

**NB:** A bid bond produced but which doesn't have any link with the current tender file is considered absent. A bid bond presented during the opening session is equally rejected.

### B-Technical Documents

- a) Absence of the declaration by the bidder attesting that the latter has not abandoned any contract within the last three (03) years, and that he does not figure in the list of non-performant companies established by MINMAP.
- b) Absence of financial capacity drafted with respect to the COBAC model issued by first class bank approved by the Minister of Finance;

N°	Amount in figures Fcfa	Amount in Words Fcfa
1	30,000,000	Thirty Million

- c) Did not validate 2/3 of the essential criteria and obligatorily the equipment criteria;
- d) Did not have the minimum required equipment
  - An excavator
  - A dump Truck
  - Concrete Mixer
  - Concrete Vibrators
  - Manual compactor
  - A Pick Up 4 x 4
- e) Absence of attestation of site visit dated, stamped and signed by the bidder;
- f) Absence of references satisfying the condition and specific experience required by the tender file
- g) Absence of categorization certificate issued by MINMAP
- h) Proof of acceptance of clauses within the contract

### C-Incomplete financial bid for absence of one of the following documents:

- a) Unit Price breakdown non-conform with that of the tender file ;
- b) Incomplete offer with the absence of the bill of quantities and Cost Estimates;
- c) The unit price schedule non-conform with that of the tender file;
- d) Absence of a quantified price in the financial offer;
- e) Absence of an element in the financial offer (the tender letter, the Unit Price Schedule, the Bill of Quantities and cost Estimates.

### D-General Eliminary Criteria:

- a) Absence of the soft copy of the bid
- b) Non respect of the format for the files
- c) Absence of original copy of bid bond
- d) False declaration, falsified documents or non authentic, fraudulent practices

### 17-2 : Essential criteria :

The technical bids will be evaluated according to the following ten (10) main criteria:

- d. Key personnel of the enterprise on **three (03)** criteria ;
- e. The site equipment to be mobilized on **five (05)** criteria ;
- f. The Enterprise references on **two (02)** criteria.

**NB:** A civil servant without any justification of secondment from the public service will not be evaluated;

### EVALUATION GRILLE

I		Eliminatory Criteria		Yes/No
N°	Description		Yes/No	
<b>I. A -Eliminatory Criteria relative to the Administrative Documents</b>				
1	Absence during bid opening session of original copy of bid bond issued by a first-class financial organisation authorized by the Ministry of Finance to issue Bid Bonds within the framework of public Contracts;  <b>NB:</b> A bid bond produced but which doesn't have any link with the current tender file is considered absent. A bid bond presented during the opening session is equally rejected.		Yes/No	
2	Non-production within a period of 48 hours following the deposit of bids, of at least one Administrative document declared non-conform or absent during opening of bids (This does not apply for absence of bid bond).		Yes/No	
<b>I. B -Eliminatory Criteria relative to the Technical Bids</b>				
3	Absence of the declaration by the bidder attesting that the latter has not abandoned any contract within the last three (03) years, and that he does not future in in the list of non-performant companies established by MINMAP.		Yes/No	
4	Absence of integrity chart dated and signed.		Yes/No	
5	Absence of declaration on the engagement to respect environmental clauses;		Yes/No	
6	Absence of financial capacity drafted with respect to the COBAC model issued by first class bank approved by the Minister of Finance of at least;		Yes/No	
	N°	Amount in figures Fcfa	Amount in Words Fcfa	
	1	30,000,000	Thirty Million	
7	Did not validate 2/3 of the essential criteria and obligatorily the equipment criteria;		Yes/No	
8	Did not have the minimum required equipment <ul style="list-style-type: none"> <li>• An excavator</li> <li>• A dump Truck</li> <li>• Concrete Mixer</li> <li>• Concrete Vibrators</li> <li>• Manual compactor</li> <li>• A Pick Up 4 x 4</li> </ul>			
9	Absence of attestation of site visit dated, stamped and signed by the bidder;		Yes/No	
10	The bidder has to proof his references in the execution of engineering structures for the last five (05) years (2020-2025) with Contract Amount equal or more than Twenty Million(20,000,000) Francs CFA		Yes/No	
11	Absence of categorization certificate OR receipt of deposit issued by MINMAP		Yes/No	
12	Proof of acceptance of clauses within the contract		Yes/No	
<b>C-Eliminatory Criteria relative to Financial Offer</b>				
13	Unit Price breakdown non-conform with that of the tender file ;		Yes/No	
14	Incomplete offer with the absence of the bill of quantities and Cost Estimates;		Yes/No	

15	The unit price schedule non-conform with that of the tender file;	Yes/No
16	Absence of a quantified price in the financial offer;	Yes/No
17	Absence of an element in the financial offer (the tender letter, the Unit Price Schedule, the Bill of Quantities and cost Estimates.	Yes/No
<b>D- General Eliminary Criteria</b>		
18	Non respect of the format for the files	Yes/No
20	Absence of original copy of bid bond	Yes/No
21	False declaration, falsified documents or non authentic, fraudulent practices	Yes/No

## II- Essential Criteria

The evaluation of the essential criteria or relative to the qualification of bidder will be based on:

### A. Presentation of offer;

(Clearness, documents respecting the SRIT, table of content, colour separators, page numbering)

### B. Experience

- **General Experience in Construction Works**

Experience in general construction works relative to roads, building and construction works with at least **three (03)** contracts executed by bidder for the last five (05) years preceding the latest date of deposit of the bid.

- **Specific Experience in Similar Construction Works**

Specific Experience in construction works with at least **two (02)** contracts executed by bidder for the last five (05) years preceding the latest date of deposit of the bid. Total Amount of at least Thirty (30,000,000) million all taxes inclusive per contract

Or

Specific Experience in construction works, with at least **one(01)** contract executed by bidder for the last five(05) years preceding the latest date of deposit of the bid. Total Amount of at least thirty million all taxes inclusive per contract.

These references have to be accompanied by justifications that include:

- Copies of first and last pages of contract;
- Minutes of Provisional or final reception or Attestation of completion of works
- Other justifications where necessary

### C. Personnel

The bidder will establish a list of his personnel for the key experts required notably:

N°	POST	QUALIFICATION/EXPERIENCE	Observation	
			Yes	No
1	Works Director	<ul style="list-style-type: none"> <li>• Minimum HND in Civil or Rural Engineering with at least five (05) years' Experience</li> <li>• Occupied position of Works Director for at least three (03) construction works projects and Project cost of at least twenty five million Francs (25,000,000)</li> </ul>		
2	Site Foreman N° 1	<ul style="list-style-type: none"> <li>• Minimum BACC in Civil Engineering with at least five(05) years' Experience</li> <li>• Occupied position of Site Foreman for at least two(02) construction projects and Project cost of at least twenty five million Francs (25,000,000)</li> </ul>		

**NB: Provide the following for each candidate:**

- a) A dated and signed curriculum vitae
- b) A certified copy of the required certificate endorsed by the competent administrative authority
- c) Attestation of availability signed by the candidate

NB: The proposed personnel will be considered if and only if the justifications cited above have been presented, certifications done within three(03) months as from date of deposit of documents and duly signed as instructed above.

**D. EQUIPMENT**

The Bidder must justify that he owns or he is hiring the following equipment:

Nº	Description and characteristics of equipment	Age/State	Minimum Number Required	Owner/Hired	Year Obtained	Justification
1	Excavator (01)					
2	Dump Truck(01)					
3	Concrete Mixer(01)					
4	Concrete Vibrator(01)					
5	Manual compactor(01)					
6	Pick up 4 x 4 (01)					
7	Small tools carpentry, building, electricity etc					

NB: Furnish certified copies from the issuing service or any other competent authority for the vehicle registration certificate and the purchase receipts for the others, where necessary accompanied by the signed lease agreement and the sales certificate within the framework of this tender file.

NB: The Equipment criteria is satisfactory if the score obtained is equal to or more than 15 on 20 on the criteria previewed above for evaluation.

**E. Proof of Acceptance of clauses**

Nº	Experience	Acceptable(Yes/No)
1	Special Administrative Clauses(SAC)	
2	Special Technical Clauses (STC)	

NB: The validation of this criterion is based on the fact that the bidder obtains Yes for both.

In case of conflicting information found in the tender file, the elimination of a bid for non-conformity prescribed in the tender file will be based only on the criteria found in the Special Regulations of the Invitation to Tender.

<b>F-AWARD OF CONTRACT</b>	
34.1	The Project Owner attributes the contract to the bidder whose offer was conform to the tender file and who demonstrated technical and financial capacities required to execute this works satisfactorily and whose offer was evaluated as the lowest bidder after the calculations where necessary.
34.2	The contract will be awarded to the bidder submitting the lowest evaluated bid, according to the case, fulfilling the required administrative, technical and financial criteria. It cannot be awarded more than ____ (specify the number of lots in letters and in numbers from which a bidder may be awarded) lot (s) per BIDDER under this Invitation to Tender.
<b>Final guarantee</b>	
	The final guarantee Bond is set at two percent two (2%) of the amount inclusive of all taxes of the contract.

39.2	<p>The bidder will furnish the final bond within a period of twenty (20) days from the date of notification of the contract done by the Project Owner following the model attached to this tender file.</p> <p>The non-production of the final bond within the specified time and the conditions of article 28 of the Special Administrative Clauses exposes the bidder to sanctions previewed in article 37 of the Special Administrative Clauses.</p>
	<p><b>Ethics Principle</b></p> <p>The Presidents and members of commission, the bidders and the other stakeholders of the procedure have to always observe strictly the rules and ethics of the profession. They have to decline from all types of corruption and fraudulent malpractices. In principle, the expressions made above are defined as follows:</p> <ul style="list-style-type: none"> <li>i) Is guilty of "corruption" anyone who offers, gives, solicits or accepts directly or indirectly any advantage in view of influencing an action of a public agent during the attribution or the execution of a contract or a jobbing order;</li> <li>ii) Is guilty of "corruption" anyone who furnishes, solicits or accepts many offers proposed by the same bidder using different companies and/or different registered numbers;</li> <li>iii) Is abetting in fraudulent malpractices anyone who deforms or misinforms with the aim of influencing the award or execution of a contract or jobbing order in a manner that is detrimental to the Project Owner and the Delegated Project Owner. The fraudulent malpractices are made up of all agreements or manipulations of bidders (before or after the submissions of the bids) with the aim of artificially maintaining the prices of the offer to the tune that will not correspond to the expected results in a concurrent manner free and open, and in turn deprive the Project Owner of the advantages of the latter.</li> </ul>

Document No. 4:  
Special Administrative Conditions (SAC)

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- Article 3 - Definitions and duties (article 2 of GAC supplemented)
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- Article 5 - Standards (article 3 of GAC supplemented)
- Article 6 - Constituent documents of the contract (article 9 of GAC)
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## Chapter I

### Generalities

#### Article 1: Subject of Contract

The **Lord Mayor JAKIRI Council**; CONTRACTING AUTHORITY within the framework of the execution of the 2026 state budget initiates on the behalf of the Republic of Cameroon, an Open National Invitation to tender for

THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION

LOT	Bridge	Council concerned	Previewed Budget (ATI)	Duration (months)
1	FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION	JAKIRI	30, 000,000	04
	<b>TOTAL</b>		<b>30, 000,000</b>	<b>04</b>

#### Article 2: Award procedure

This contract shall be awarded through

**OPEN NATIONAL INVITATION TO TENDER**

**01/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026**

**FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION**

#### Article 3: Definitions and duties

##### 1 *General definition:*

For the applications of the general definitions of this contract, it is precised that:

- The Project Owner shall be The **Lord Mayor of Jakiri Council**. He is the signatory and ensures the proper functioning. He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect,
- The Contract Manager shall be **The Sub divisional Delegate MINTP for JAKIRI** hereinafter referred to as the Contract Manager; He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Contract Engineer shall be **The Divisional Delegate of Public Works for Bui**, hereinafter referred to as the Engineer. He is accredited by the Project Owner for the supervision of the execution of works
- The Project Manager shall be **The Chief of Technical Service at the Divisional Delegation of Public Works for Bui**, hereinafter referred to as the PROJECT MANGER.
- The authority in charge with the external control of the execution of the contract shall be, **the Divisional Delegate of Public Contracts BUI**,
- The Authority in charge of clearance is the Administrator Road Fund;
- The contractor is \_\_\_\_\_,
- The competent tender's board is the. Jakiri council internal tenders board

##### 3.1: - SECURITY

The collateral is subject to the rules applicable in this matter to government procurement, including Article 150 of Decree No. 2018/366 of 20 June 2018 on the PUBLIC CONTRACT CODE.

With a view to applying the system of collateral instituted by the abovementioned decree, are defined as:

- Authorizing authority: The **Lord Mayor of Jakiri council**;

- Authority responsible for the liquidation of expenses for monthly accounts: **The Lord Mayor of Jakiri council;**
- The paying agency is the **Jakiri Council Treasury.**
- Officials competent to provide the information within the framework of the execution of this contract is: **The Contract Manager and Contract Engineer**

### 3.2. SITE INSTALLATION

#### MEMBERS:

- The contracting Authority or his representative
- The Contract Manager
- The Contract Engineer
- DD.MINMAP OR Representative
- DD Environment
- THE Project Manager
- CONTRACTOR

### 3.3: - RESPONSIBILITIES OF THE PROJECT ENGINEER

The Project ENGINEER is responsible for having the work EXECUTED satisfactorily in accordance with the contractual provisions and the TECHNICAL SPECIFICATIONS of the WORKS. It may not relieve the contractor of any of its contractual obligations, nor (except as expressly stipulated below) order any work likely to delay the execution of the works or to provoke an additional payment by the Contracting Authority, nor order any significant modification to the work to be performed. The Project ENGINEER is competent to prepare and sign technical service orders. At the request of the CONTRACTOR or the Project ENGINEER contradictory findings may be made to fix the quantities of certain works. Such contradictory findings will be made when a work may no longer be measurable.

#### Article 4: Language, applicable law and regulation (GAC supplemented)

1. The language to be used shall be *[English and/or French]*.
2. The CONTRACTOR shall be bound to observe the law, regulations and ordinances in force in the Republic of Cameroon and this both within his own organization and in the execution of the contract. If in Cameroon the regulations, laws and administrative and fiscal measures in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

#### Article 5: Constituent documents of the contract

The constituent contractual documents of this contract are in order of priority

- 5.1 The CONTRACTOR's bid and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) referred to above;
- 5.2 the contract contents the following:
  - The Special Administrative Conditions (SAC);
  - The Technical Specifications (TS);
  - The particular elements necessary for the determination of the contract price, such as, in order of priority: the statement of all-in prices, detailed estimates,
- 5.3 the unit price schedule, / the breakdown of all-in prices and the sub-details of unit prices,
- 5.4 the tender file;
- 5.5 the updated and approved planning of works,
- 5.6 The approved execution plan
- 5.7 The General Administrative Conditions (GAC) applicable to supplies contracts as put in force by Decree No. 043 of 13 February 2007;

#### Article 6: General instruments in force

This contract shall be governed by the following general instruments:

In the case that is not contrary to the provisions of this contract, the other party remains subject to the general texts hereafter:

- 6.1. Law No. 92/007 of 14 August 1992 on the Labour Code;
- 6.2. Law No. 96/07 of 8 April 1996 on the protection of the modified road assets and supplemented by the laws n ° 98/011 of July 14, 1998 and 2004/021 of July 22, 2004;
- 6.3. framework law N ° 096/12 of 05 August 1996 on a framework law on environmental management;

- 6.4. the law n ° 2000/10 of July 13<sup>th</sup>, 2000 fixing the organization and the modalities of the exercise of the profession of Engineer of the Civil Engineering;
- 6.5. Law No. 001 of 16 April 2001 on the Mining Code, and implemented by Decree No. 2002/048 / PM of 26 March 2002;
- 6.6. Law No. 2007/006 of 26 December 2007 on the Financial Regime of the State;
- 6.7. Law No. 2017/021 of 20 December 2017 on the Budget Law of the Republic of Cameroon for the 2018 Financial Year;
- 6.8. Ordinance N ° 2018/001 of 09 April 2018 amending and supplementing certain provisions of Law N ° 2017/021 of 20 December 2017 on the Finance Law of the Republic of Cameroon for the financial year 2018;
- 6.9. Ordinance N ° 2018/002 of 04 June 2018 amending and supplementing certain provisions of Law N ° 2017/021 of 20 December 2017 on the Finance Law of the Republic of Cameroon for the financial year 2018;
- 6.10. The Mining Code
- 6.11. Decree No. 2001/048 of 23 February 2001, on the organization and functioning of the Public Procurement Regulatory Agency (ARMP);
- 6.12. Decree No. 2004/651 / PM of 16 April 2004 laying down the procedures for the application of the tax and customs regime for Government Procurement;
- 6.13. Decree No. 2005/577 of 23 February 2005 laying down the procedures for carrying out environmental impact studies;
- 6.14. Decree No. 2008/376 of 12 November 2008 on the administrative organization of the Republic of Cameroon;
- 6.15. Decree No. 2011/408 of 9 December 2011 on the organization of the Government;
- 6.16. Decree N ° 2012/075 of the 08/04/2012 leading organization of the Ministry of Public Procurement;
- 6.17. Decree N ° 2012/076 of 08/04/2012 amending and supplementing certain provisions of Decree N ° 2001/048 of 23 February 2001 on the creation, organization and functioning of the Agency for the Regulation of Public Procurement;
- 6.18. Decree N ° 2013/271 of 05 August 2013 amending and supplementing certain provisions of Decree N ° 2012/074 of 08 March 2012 on the creation, organization and functioning of Procurement Commissions;
- 6.19. Decree No. 2013/334 of 13 September 2013 on the organization of the Ministry of Public Works;
- 6.20. Decree No. 2014/0611 / PM of 24 March 2014, setting the conditions for the recourse and application of labour-based approaches;
- 6.21. Decree No. 2018/190 of March 02, 2018 amending and supplementing certain provisions of Decree No. 2011/408 of December 9, 2011 on the organization of the Government;
- 6.22. Decree No. 2018/1991 of 02 March 2018 on the redevelopment of the Government;
- 6.23. Decree No. 2018/366 of 20 June 2018 on the Public Procurement Code;
- 6.24. Law N ° 2004/017 of 22 July 2004 on the orientation of Decentralization;
- 6.25. Law N ° 2004/018 laying down the general rules applicable to the municipalities;
- 6.26. Order No. 093 / CAB / PM of 5 November 2002 fixing the amounts of the bid bond and the cost of purchasing the Bidding Documents;
- 6.27. Order No. 070 / MINEP of April 20, 2005 setting out the different categories of operations whose realization is subject to the environmental impact study;
- 6.28. Order No. 043 / CAB / PM of 13 February 2007 putting into effect the General Conditions of Contract (CCAG) applicable to public contracts;
- 6.29. Order No. 07 / MINTP of 16 October 2012, containing terms and conditions specifying the technical conditions and procedures for the exercise of powers transferred by the State to the Communes in the field of road maintenance work;
- 6.30. Circular No. 004 / CAB / PM of 30 December 2005 on the application of the Public Procurement Code;
- 6.31. Circular No. 004 / CAB / PM of 18 April 2008 on compliance with the rules governing the award, execution and control of public contracts;
- 6.32. Circular No. 002 / CAB / PM of 31 January 2011 on improving the performance of the Public Procurement system;
- 6.33. Circular No. 003 / CAB / PM of January 31, 2011 specifying how to manage changes in the economic conditions of public markets;
- 6.34. Circular No. 001 / CAB / PR of 19 June 2012 on the awarding and control of the execution of public contracts;
- 6.35. Circular N ° 0001877/ C / MINFI of 31/12/25 ,Bearing instructions on the implementation of financial laws, monitoring and the control of the execution of the Budget of the State and other Public Entities for the 2026 Fiscal year
- 6.36. Circular-letter No. 0005 / LC / MINMAP / CAB of July 3, 2018 specifying the transitional measures to be observed following the signature and publication of Decree No. 2018/366 of June 20, 2018 on the Public Procurement Code;

6.37. Letter No. 00908 / MINTP / DR dated 1997 from the Ministry of Public Works issuing guidelines for the consideration of environmental impacts in road maintenance;

6.38. the technical standards in force in Cameroon;

6.39. The directives in force at the Ministry of Public Works allocating roles among the various stakeholders for the ongoing road maintenance campaign with the Owner;

6.40. the French CCTG, in particular its preamble and fascicles 1, 2, 4, 7, 23, 24, 25, 27, 29, 30, 31, 50, 56, 61, 62, 63, 65-A, 66, 68, 70 as well as French standards (in the absence of Cameroonian standards) and the technical opinions of the French technical network;

6.41. the national collective agreement for construction, public works and related activities of December 10, 2013.

## **Article 7: Communication**

### **7.1 THE CONTRACTOR DOMICILIATION**

The CONTRACTOR is required to take up residence near the place of work and to make known the address of this domicile to the CONTRACT MANAGER.

Failure by him to have fulfilled this obligation within fifteen (15) days from the date of notification of the Service Order to begin the work, all notifications related to the contract will be valid when they have been made at THE CONTRACT ENGINEERS OFFICE

After the provisional acceptance of the works, the CONTRACTOR is released from the aforementioned obligation. In this case, any notification will then be validly made to the registered office mentioned in the tender and listed on the cover page of this contract.

### **7.2 CORRESPONDENCE**

All correspondence between the CONTRACTOR, the PROJECT OWNER, the CONTRACT MANAGER, the CONTRACT Engineer, the Project Manager, are exclusively made in writing.

They shall be sent by post, telegram, telex, telefax, E-mail or deposited against discharge at the addresses indicated by the parties.

In the event that the Client is the addressee, copies will be sent within the same time, to the Head of Service, the Engineer and the Project Manager.

The CONTRACTOR will send all written notices or correspondence to the Project Manager, with a copy to the CONTRACT MANAGER and to the CONTRACT Engineer.

## **Article 8: Administrative Orders**

The various service orders will be established and notified as follows

- 8.1 The Administrative Order to start execution of works shall be signed by the **CONTRACTING AUTHORITY and notified to the contractor by the contract Engineer** with copies to the contracting authority, Contract Manager, Project Manager and paying body.
- 8.2 Administrative Orders with incidence on the objective, amount or supply deadline shall be signed by the Project owner and notified to the supplier by the contract manager with a copy to the Project Owner, contract engineer, Engineer, Project Manager and Paying Body. The prior endorsement of the Paying Body shall possibly be required for those with a financial incidence.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the supplies shall be signed directly by Contract Manager and notified to the supplier by the Engineer or Project Manager (where applicable) and a copied to the Contracting Authority and Contract Manager..
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the supplier by Contract Manager and copied to the Contracting Authority, Engineer and Project Manager.
- 8.5 Administrative Order for suspension or resumption of supplies for reasons of the weather shall be signed by the Contract Manager upon the proposal of the Project Owner after the opinion of the Engineer and notified to the supplier by the Engineer.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders not within the remit of normal maintenance which could appear during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the supplier by the Contract Engineer.
- 8.7 The supplier shall address all written notifications or correspondences to the Project Manager and copied to the Contract Manager and Engineer

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

#### **ARTICLE 9: - CONDITIONAL WRAPPING CONTRACT**

9.1 The contract is not conditional; however, it should be stressed that task 1 on "clearing or weeding the roadside" should be subject to two or three passes (depending on the Regions),

#### **Article 10: Supplier's equipment and staff**

##### **10.1 MATERIALS AND PERSONNEL TO BE SET UP**

The contracting party will mobilize the equipment and personnel necessary for the execution of the works.

##### **10.2 REPRESENTATIVE OF THE COCONTRACTOR**

Within five (05) days from the date of notification of the service order to begin the work, the CONTRACTOR must compulsorily designate HIS SITE ENGINEER, who will have sufficient powers of representation and decision to direct the site.

This designation will be made by mail to the Project Manager with a copy to the CONTRACT MANAGER, signed by the contractor and containing the specimen signature of the manager so designated.

#### **Chapter II: Financial conditions**

#### **Article 11 Guarantees and securities**

##### **11.1 DEFINITIVE SECURITY**

11.1.1 The final guarantee in the execution of the work will be constituted within a period of twenty (20) days from the date of notification of the order of service of start of works. It will be kept by the Paying Organization.

The provisional guarantee of submission is returned to the other party as soon as this final bond is established

11.1.2 Its amount is fixed at Two percent (2%) of the amount inclusive of all taxes of the market.

11.1.3 The final guarantee may be replaced by a personal and joint guarantee of a first-rate financial institution established in Cameroon and approved by the Minister in charge of Finance.

11.1.5 At the end of the work, the final bond will be returned, or the bank surety will be replaced, at the written request of the other party.

##### **11.3 GUARANTEE OF STARTING ADVANCE**

The start-up loan set in Article 20.1 of this SCC shall be 100% bonded by a financial institution established in Cameroon and approved by the Minister in charge of Finance.

#### **Article 12: Amount of the contract**

The amount of this contract as shown on the attached is \_\_\_\_\_ (in figures) \_\_\_\_\_ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: \_\_\_\_\_ (\_\_\_\_\_) CFA F
- Amount of VAT: \_\_\_\_\_ (\_\_\_\_\_) CFA F.

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT, of the Value Added Tax (VAT).

#### **Article 13: Place and method of payment**

13.1 In return for the payments to be done by the Delegated Contracting Authority to the supplier under the conditions laid down in the contract, the supplier is bound by these provisions to execute the contract in accordance with the terms of the contract.

13.2 Payments shall be made into account No. \_\_\_\_\_ opened in the name of the supplier in \_\_\_\_\_ bank.

- a. For payments in CFA francs either (amount in figures and letters exclusive of VAT), by credit to account No. \_\_\_\_\_ opened in \_\_\_\_\_ bank in the name of the supplier.
- b. For payments in foreign currency, either (amount in figures and letters exclusive of VAT) be credit to account No. \_\_\_\_\_ opened in \_\_\_\_\_ bank in the name of the supplier.

#### **Article 14: Price variation**

##### **14.1: CONSISTENCY OF PRICES**

14.1.1 The prices of this contract include all the constraints imposed on the EXECUTION of the work as well as the local conditions that may affect their EXECUTION and cost.

14.1.2 Lump sum mileage prices include, in particular, labor, the supply of materials and materials, leasing, depreciation, operation and maintenance of equipment, personnel transportation costs, allowances, leasing and agreement of the local residents for the depositing of the products of weeding or removal and all things

necessary for the good execution of the works.

**14.1.3** These prices also include bonuses, insurance costs, including civil liability and construction site insurance, and social security charges due to various personnel and all local taxes and fees related to good signage of the building site.

**14.1.4** Memorandum prices or for which quantities are not priced retail even though they appear in the Price Schedule and in the price sub-items of the initial offer, are not part of the contract.

**14.1.5** Under no circumstances may the other party claim the insufficiency of information provided by the Administration to revert the price quoted or to claim compensation in the course of the contract.

#### **14.2: BREAK DOWN PRICE**

**14.2.1** The Bidder has provided in its bid the sub-detail of each application price, established according to the rules in use, and detailing the amount per task.

#### **14.3: VARIATION OF PRICES**

Prices in this CONTRACT are firm.

##### **Article 15: Price revision formulae**

*Not applicable*

##### **Article 16: Price updating formulae**

*Not applicable*

##### **Article 17: direct labour works**

*Not applicable*

#### **ARTICLE 18: - VALORIZATION OF WORK**

This contract is at unit prices. The amount due is determined by multiplying the corresponding unit prices by the quantities of work EXECUTED and ASSESS.

#### **ARTICLE 19: - VALORIZATION OF SUPPLIES**

*Not applicable.*

#### **ARTICLE 20: - ADVANCES**

##### **20.1 START-UP ADVANCE**

**20.1.1** In accordance with the regulations in force and at the express request of the other CONTRACTOR, a start-up advance of up to TWENTY PERCENT (20%) of the amount inclusive of VAT may be granted.

However, this request will be transmitted to the Owner only after notification of the service order to start the work.

**20.1.2** The start-up advance shall be reimbursed by fifty percent (50%) of the work of each statement from the time the work performed exceeds forty percent (40%) of the contract price. It must be completed at the latest when the amount of the work reaches eighty percent (80%) of the contract value. In any case, the refund must be completed one (01) month before the expiry date of the contractual period.

**20.1.3** As and when the advances are reimbursed, the DELEGATED CONTRACTING AUTHORITY shall give the hand-over of the corresponding deposit if the other party so requests.

##### **Article 21: Payment of works**

###### **21.1 START-UP ADVANCE PAYMENT**

After the eventual agreement of THE CONTRACT MANAGER to the start-up loan application referred to in article 20.1.1 above, the relevant statement, corresponding to the percentage granted, shall be drawn up by the contracting party and sent to the Project Manager, along with the equivalent BID bond.

###### **21.2 ASSESSMENT THE WORK DONE**

At the reception of the work of each pass, the contractor and the Project Manager establish an contradictory ASSESSMENT which summarizes the details of the executed work, which may give the right to payment.

###### **21.3 BILLS**

**21.3.1** The payment of the BILLS of each pass is conditioned by the presentation of the approved execution PROGRAMME.

**21.3.2** Only the VAT Exclude statement will be paid to the other party. The calculation of the amount of VAT will be borne by the PUBLIC WORKS Budget.

**21.3.3** The Concession Holder will be compensated for the quantities actually executed. It will deliver in seven (07) copies, (01 stamped original and 06 copies), after the reception of the works of the considered pass, to the Project Manager, two drafts provisional BILLS (a BILL without taxes (HT) and a BILL OF the amount of the fees), establishing the total amount of the sums he can claim as a result of the EXECUTION of the contract.

21.3.4 The amount of the VAT bill is the sum of the amount of work determined on the basis of the quantities of the contradictory ASSESSMENT, to which are applied the prices of the list from which will be deducted:

- (i) the sums for the repayment of advances made to the contractor in accordance with article 20.1.2 of this SCC;
- ii) late penalties, possibly.

21.3.5 The settlement of the amount of the taxes will be the subject of a written order between the MINTP Fund and the MINFI.

The VAT amount of the settlement to be paid to the CONTRACTOR, a taxpayer under the effective tax rate regime, shall be charged as follows:

- 97.8% paid directly to the counterparty's account;
- 2.2% paid to the Public Treasury in respect of the IR (Income Tax) owed by the other party and deducted at source.

21.3.6 The Project ENGINEER will check the BILLS for validation or make corrections. He will forward them to the CONTRACT MANAGER who will forward them to the CONTRACT MANAGER for prior approval before transmission to the Paying Agency, so that they are in his possession by the 15<sup>th</sup> of the month at the latest.

Payments will be made by the BAMBENDA TREASURY within the statutory deadlines from the submission of the approved statement.

However, QUANTITIES OF WORKS EXECUTED and BILL must be checked and validated during site meetings.

A copy of the MINUTES and corresponding QUANTITIES OF WORKS EXECUTED shall be sent to the CONTRACT MANAGER and the Engineer for the follow-up file at the same time.

In case of corrections, a copy of the corrected BILL is returned to the CONTRACTOR.

#### **21.4 TRANSMISSION OF BILLS TO THE CONTRACTING AUTHORITY**

21.4.1 Pursuant to the provisions of Article 47 of Decree No. 2018/366 of 20 June 2018 establishing the Public CONTRACT Code, a copy of the provisional and final BILLS will be sent to the Minister for PUBLIC Contracts. Only the final BILL will be subject to the approval of the DIVISIONAL Delegate of Public CONTRACT territorially competent, before its transmission to the Paying Agency.

#### **Article 22: Interest on overdue payments**

Any default interest is paid by statement of the sums due in accordance with the provisions of Articles 166 and 167 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

#### **Article 23: Penalties for delays**

##### **23.1 Penalties for delay of work:**

23.1.1 If the other party fails to have completed all the works within the specified time, it will be applied, after prior notice, penalties of delay in accordance with the provisions of Article 168 of Decree No. 2018 / 366 of June 20, 2018 relating to the Public CONTRACT Code :

- 1 / 2000<sup>th</sup> of the total amount of the CONTRACT per calendar day of delay from the first (1<sup>st</sup>) to the thirtieth (30<sup>th</sup>) day.

- 1 / 1000<sup>th</sup> of the total amount of the CONTRACT per calendar day of delay beyond the thirtieth (30<sup>th</sup>) day.

In the event of an extension of time by the Employer at the request of the company, except in cases of force majeure, expenses relating to the services of the Control Mission will be borne by the company.

##### **23.2 Penalty for late execution of contractual documents:**

- THE CONTRACTOR representative: 3,000F / day late beyond fifteen (15) days from the date of notification of the start-up service order;

- Co-contractor's home address: 3,000F / day late beyond fifteen (15) days from the date of notification of the start-up service order;

- Staff and Equipment List: 5,000F / d over fifteen (15) days from the date of notification of the start-up service order;
- Insurances: 5000F / day late beyond fifteen (15) days from notification of the Seed Service Order.
- Final Bond: 5,000F / d over twenty (20) days from notification of the Seed Service Order;
- Execution Program: 15,000F / d over thirty (30) days from the notification of the start-up service order.

### **23.3 Penalties for failure to perform:**

- No filling of the construction log found during visits: 3 000F / visit
- Unavailability of the site log during visits: 5,000 / visit.

23.4 Cumulative penalties may not exceed ten per cent (10%) of the TTC amount of the contract In accordance with Article 169 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

23.5 A rate greater than ten percent (10%) may result in the termination of the contract In accordance with Article 182 of Decree No. 2018/366 of 20 June 2018 on the Public CONTRACT Code.

23.6 It is the responsibility of the Co-contractor to collect, as and when the works are carried out, the supporting documents of a possible file for the submission of penalties.

23.7 The execution of penalties may be pronounced by the PROJECT OWNER only after 54favourable opinion of the Government CONTRACT Regulatory Agency.

23.8 No bonus is provided in case of advance on the contractual period.

### **ARTICLE 24 REGULATIONS IN THE CASE OF A GROUPING**

24.1 Direct payments from contractors are envisaged provided that the agent or the contracting party has agreed to the amounts to be paid in this way.

### **ARTICLE 25 FINAL BILLS**

After completion of the work and within a maximum of 45 days after the date of provisional acceptance, the CONTRACTOR will establish on the basis of conflicting findings, the draft final BILLS of the work actually EXECUTED, which summarizes the total amount of sums he can claim from does the work as a whole. The final draft bill is presented by the CONTRACTR to the verification of the project manager, the engineer's visa, the Chief of Service's visa and the approval of the contracting authority. This final draft bill, once accepted or rectified by the CONTRACT MANAGER becomes final settlement. It is used for the establishment of the deposit for balance of the CONTRACT, established under the same conditions as those defined above for the establishment of monthly statements.

### **ARTICLE 26 GENERAL AND DEFINITIVE BILLS**

26.1 The general and final BILLS at the end of the contract will be signed by the PROJECT OWNER.

26.2 After the acceptance of the works, the Project ENGINEER draws up the general and definitive BILLS of the contract, which is signed by the Contractor on the one hand, the Engineer, the CONTRACTMANAGER and the PROJECT OWNER.

This count includes:

- the final BILL,
- the deposit for balance,
- the summary of the DISCOUNTS.

The amount of the general count is equal to the result of this last recapitulation.

26.2 The signature of the general and definitive BILLS without reservation by the CONTRACTOR binds the parties definitively and terminates the contract, except with regard to default interest, possibly the revision or discounting of the prices, which are settled by the Member States. Dues, not

included in the amount of the contract.

## **ARTICLE 27: - TAX AND CUSTOMS REGIME**

27.1 This contract is subject, in the field of taxation, to the regulations in force in the Republic of Cameroon.

27.2 This contract is concluded inclusive of all taxes, in accordance with the decree n ° 2004/651 / PM of April 16<sup>th</sup>, 2004 fixing the modalities of application of the fiscal and customs regime of the public CONTRACTS.

## **ARTICLE 28: - Stamp duty and registration of contracts**

28.1 Seven (7) original copies of this contract shall be stamped and registered by the care and expense of the CONTRACTOR, in accordance with the regulations in force.

28.2 After registration, it will be returned to the PROJECT Owner, five (05) original copies for ventilation

28.3 Failure to register within the prescribed deadlines will result in penalties provided for by the General Tax Code.

## **Chapter III**

### **Execution of services**

#### **Article 29: Time limit of the contract**

29.1 This deadline of this contract shall run from the date of notification of the Administrative Order to start execution and is of \_\_\_\_\_ calendar months

#### **Article 30: Role and responsibilities of the contractor**

30.1 The CONTRACTOR acknowledges having read and verified the volume and nature of the work to be EXECUTED. It cannot claim any omission or underestimation of the CONTRACT to make claims of any nature whatsoever.

30.2 The contractor shall be held responsible for any damage to the road, residents or vehicles resulting from the use of working methods that do not comply with this contract, in particular the use of fire for weeding of any nature whatsoever is formally prohibited.

30.3 The CONTRACTOR is obliged to set up a specific signage for any obstacle created on the day carriage because of the work (temporary deposit of materials before loading). It is strictly forbidden to leave a night obstacle on pavement and paved shoulders, even if reported. Failure to comply with these safety rules will result in penalties as defined in section 14 of this SCC.

30.4 The CONTRACTOR must comply with the environmental protection regulations in force in the Republic of Cameroon, and in particular the framework law n ° 096/12 of 05 August 1996 on the management of the environment and the letter n ° 00908 / MINTP / DR dated 1997 of the Minister of Public Works publishing the Guidelines for the consideration of environmental impacts in road maintenance. In particular, he must comply with the CPT's requirements in this respect.

30.5 The CONTRACTOR may not evade the confirmation decided by the PROJECT OWNER without breaking the market due to his wrongdoing and subjecting himself to the sanctions provided for by the regulations in force.

## **ARTICLE 32: - INSURANCE OF WORKS AND CIVIL RESPONSIBILITIES**

32.1 The CONTRACTOR must prove that he holds a "civil liability" insurance policy, for damages of any kind caused to third parties:

(a) by his salaried staff working at work;

(b) by the equipment he uses;

c) because of the work.

32.2 In addition, the site must be covered for all the work of an "all risk building site" insurance issued by a company approved by the competent authority. The costs inherent in this insurance are borne by the CONTRACTOR.

32.3 No regulations except the start-up loan shall be made without presentation of a certificate from one company proving that the CONTRACTOR has paid in full the premiums or contributions relating to the works concerned.

32.4 The CONTRACTOR shall have a period of fifteen (15) days from the date of notification of the service

order to commence work to present a certificate from an insurance company proving that it has been fully paid premiums or contributions relating to the work for this contract. After this period, the contract may be terminated.

#### **ARTICLE 33: - CONSISTENCY OF WORK**

33.1 The works are defined in the CPT, the price schedule and the estimated detail and generally include:  
These works comprise the following descriptions:

##### **Nature of Works**

Works comprise especially the items listed in the table below:

Work to be done consists of the CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AT GS VEKOVI, Jakiri Council Area, Bui Division. The works include the following:

- Lot 100: Preparatory works and studies
- Lot 200: Earth Works
- Lot 300: Foundation
- Lot 400: Block work in elevation
- Lot 500: Carpentry works
- Lot 600: Metal and wood works
- Lot 700: Electricity
- Lot 800: Painting
- Lot 900: External works
- Lot 1000: Environmental mitigations
- Lot 1100: Equipment

33.2 Services not provided for, due to accidents or whose complexity requires means not defined in the above documents will be performed by the company at the express request of the PROJECT OWNER by order of service. Any service EXECUTED without an order for service will not be paid by the PROJECT OWNER.

33.3 Prior to the commencement of all work, the contractor and the Project Manager shall proceed to a measure of the length of the lot and an identification of the work with marking on the roadway every hundred (100) meters. This will be the subject of a report signed by both parties.

33.4 Environmental protection

The CONTRACTOR will be required to comply with the laws governing the protection of the environment in force in the Republic of Cameroon and in particular the law n° 096/12 of 05 August 1996 on the framework law on the management of the environment and the Letter No. 00908 / MINTP / DR dated 1997 from the Minister of Public Works publishing the Guidelines for the consideration of environmental impacts in road maintenance.

In particular, he must comply with the provisions of the CCTP (chapter V) in this respect.

#### **ARTICLE 34: - DOCUMENTS TO BE PROVIDED BY THE COCONTRACTOR**

##### **34.1 WORK EXECUTION PROGRAMME**

34.1.1 Within a period of five (05) days from the notification of the service order to start the work of each pass, the CONTRACTOR will submit to the validation of the CONTRACT Engineer, after approval of the Project Manager, and in six (06) copies a execution PROGRAMME of the works after a detailed visit of the site, accompanied by the Project Manager. The project manager has two (02) DAYS for the visa or rejection of the project, the CONTRACT Engineer also has three (04) days for validation or rejection. The rejects should focus on the corrections to the execution PROGRAMME to be unique at each level of validation.

34.1.2 This execution PROGRAMME will include:

- The Methodology of works;
- The CV of the Key Personnel and the copy of the diplomas;
- The organization of the company to carry out the work of each workshop;
- The quantitative survey and the location of all the essential tasks to be EXECUTED, so as to obtain a better level of service and good visibility after the works;
- A temporary signage plan for the site during the execution of the work.

#### **ARTICLE 35: - ORGANIZATION AND SAFETY OF SITE**

##### **35.1 SECURITY OF WORKSITE**

###### **35.1.1 Construction Identification Signs**

The identification or WORKS announcement signs will be placed at the beginning and at the end of each section, and must be put in place within a maximum of one month after the service order to start the work.

### **35.1.2 Signalisation of work**

35.1.2.1 The work SIGNALISATION shall be in accordance with the temporary signalling plan validated in the execution PROGRAMME. It is carried out under the control of the Project Manager by the contractor, the latter having to support the supply and installation of signs and signalling devices, unless otherwise stipulated in the contract.

35.1.2.2 The contractor shall be personally liable for all direct or indirect consequences of a lack of signalling or the maintenance of temporary structures necessary for the maintenance of traffic.

35.1.2.3 All costs incurred by site-specific road signs are the responsibility of the Contractor. The latter will remain alone and fully responsible for all accidents or damage caused to third parties, during the execution of the work due to his equipment or errors and omissions concerning the signalling.

### **35.1.3 Night work, holidays and Sundays.**

The works cannot continue neither at night, nor on Sundays, nor holidays without the prior written authorization of the CONTRACT Engineer.

### **35.2 MAINTAINING THE CIRCULATION**

35.2.1 The CONTRACTOR shall take all necessary steps to ensure that the circulation is maintained throughout the duration of the work of each pass. He will not be able to use the subjections that would result to evade the obligations of his market, nor to raise any claim, except in case of force majeure;

35.2.2 The CONTRACTOR will refer to the project manager, who will inform the administrative authority with territorial jurisdiction for the taking of a regulatory act in case of interruption of traffic on a route. This referral must be done at least fourteen (14) days before.

### **ARTICLE 37: - SUBCONTRACTING**

It is not allowed to use subcontracting.

### **Chapter IV: Acceptante**

#### **Article 41: Provisional Acceptance**

#### **ARTICLE 41: - ACCEPTANCE**

The provisional acceptance of the works will be granted at the end of the execution of these works.

#### **41.1- OPERATIONS PRIOR TO ACCEPTANCE**

41.1.1 At the end of the works, the CONTRACTOR will make the request in writing to the Project ENGINEER with a copy to the CONTRACT MANAGER.

41.1.2 Within a period of seven (07) days from the date of submission of the request for acceptance, a prior visit will be organized by the Project Manager, with the participation of the CONTRACT Engineer, in the presence of the contractor.

This visit includes among other things:

- The qualitative and quantitative recognition of the work carried out;
- The possible finding of non-performance of the services provided for in the contract;
- The findings relating to the completion of the works;
- The route diagram of the executed works.

41.1.2 These operations are the subject of a report drawn up on the spot and signed by the Engineer, the Project Manager and countersigned by the contractor.

41.1.3 At the end of this pre-acceptance inspection, the Project Manager may specify the reserves to be lifted and the corresponding works to be carried out before the provisional acceptance date that the CONTRACT MANAGER will fix in agreement with the Engineer and the Contractor. Project Manager.

#### **41.2- ACCEPTANCE COMMISSION**

41.2.1 The ACCEPTANCE commission shall consist of the following members:

1. The CONTRACTING AUTHORITY or his representative: President;
2. The CONTRACT MANAGER, Member;
3. The CONTRACT Engineer, Rapporteur;
4. The DIVISIONAL DELEGATE OF MINMAP Bui or his representative, observer;
5. The Project Manager, Member;
6. The Contractor or his representative, observer.
7. The DD Environment

*g. store accountant Fabien Couillard*

41.2.3 The aforementioned members and the contractor are summoned, by mail from the CONTRACT MANAGER, with a copy to the Representative of the PROJECT OWNER, to take part in the ACCEPTANCE VISIT, at least seven (07) days before the date of the ACCEPTANCE.

The absence of the CONTRACTOR is equivalent to the unreserved acceptance of the conclusions of the commission of receipt.

41.2.4 The Commission, under the direction of the President, after visiting the site, examines the report or the minutes of the operations prior to the reception and pronounces or not the provisional acceptance of the works.

This will be the subject of the minutes of provisional acceptance signed forthwith by all present members of the commission.

41.2.5 The provisional acceptance report shall fix the date of completion of the work.

41.2.6 In the event that the works cannot be received, notification is made to the contractor, by way of service order signed by the PROJECT OWNER, omissions, imperfections or defects noted that make it impossible to receive. This Service Order gives notice to the contractor to complete the incomplete works or to remedy imperfections and defects in a specified period, without prejudice to the application of the provisions of Article 77 of the GCC.

When the contractor considers that the works are completed, he must again ask the PROJECT MANAGER, provisional acceptance. After the period indicated in the service order, the CONTRACT MANAGER may have another contractor perform, in accordance with the regulations in force, the execution of the necessary works, the damages, costs, risks and perils of the CONTRACTOR.

41.2.7 If the ACCEPTANCE Committee does not meet within fifteen (15) days of the favourable report prior to receipt, the CONTRACTOR cannot be held responsible for the consequences of this delay on the quality of the work EXECUTED.

41.2.8 At the end and after the acceptance of the works, the CONTRACT MANAGER will deliver to the CONTRACTOR, at his request, the certificate of completion.

#### **ARTICLE 42: - DOCUMENTS TO BE PROVIDED**

A SITE logbook will be kept by the Contractor and made available to the Project Manager and his representatives.

The CONTRACTOR may record incidents or observations that may give rise to a claim on its part.

The SITE logbook will be signed by both the Project Manager and the Site FOREMAN at each site visit.

For any claims of the CONTRACTOR, only events or documents mentioned in due time may be reported to the SITE logbook.

#### **ARTICLE 43: - WARRANTY PERIOD AND MAINTENANCE DURING THE GUARANTEE PERIOD**

##### **43.1 Guarantee period**

The period of guarantee is one year at from the date of provisional acceptance and concern only the MAINTENANCE works put in place.

##### **43.2 Maintenance during guarantee period on hydraulic structures.**

#### **Article 44: Final acceptance**

The procedure is the same as that of the provisional acceptance of works, after expiration of the period of guarantee. The acceptance commission will make sure the the hydraulic structure continue to function well.

### **Chapter V**

#### **SUNDRY PROVISIONS**

##### **Article 45: Termination of the contract**

The contract may be terminated ipso jure by the Contracting Authority, as provided for in Title V, Chapter I, Section II, Sub-Section I of Decree No. 2018/366 of June 20, 2018 relating to the Public CONTRACT Code and also in the conditions set out in sections 74, 75 and 76 of the TS (Works), including any of the following:

- Death of the contractor. In this case, the PROJECT OWNER may, if necessary, authorize the acceptance of the proposals submitted by the rights holders for the continuation of the services;
- Bankruptcy of the holder of the contract. In this case, the PROJECT OWNER may accept, if applicable, proposals that may be submitted by the creditors for the continuation of the services;
- Judicial liquidation, if the co-contractor of the Administration is not authorized by the court to continue the operation of his business;

- In the case of subcontracting, subcontracting or subcommand without prior authorization from the Contracting Authority or the Contracting Authority;
- Failure of the Administration's co-contractor duly noted and notified to the latter by the Contracting Authority to the Contracting Authority;
- Non-compliance with labor legislation or regulations;
- Significant variation in prices under the conditions defined by the general administrative clauses, following the modification of the economic conditions or the initial quantities of the contract;
- Fraudulent maneuvers and corruption duly noted.
- The contract may also be terminated in the following cases:
  - Delay of more than thirty (30) calendar days in the execution of a service order or unjustified termination of the work of more than seven (07) calendar days;
  - Accumulated penalties exceeding 10% of the T.T.C. amount of works;
  - Refusal of resumption of poorly executed work;
  - Failure of the contracting partner.

**Article 46: Case of force majeure**

46.1 Cases of force majeure shall be recorded in accordance with the provisions of Section 75 of the GCC.

46.2 It is the responsibility of the Delegated Contracting Authority to assess the nature of force majeure and the evidence provided by the CONTRACTOR.

**Article 47: Disagreements and disputes**

Any dispute or dispute arising between the contracting parties shall be the subject of an attempt at a friendly settlement.

In the absence of amicable settlement, any dispute arising from the contract will be brought before the competent Cameroonian jurisdiction, in accordance with the provisions of Article 187 of Decree No. 2018/366 of 20 June 2018 on the PUBLIC CONTRACT CODE.

**Article 48: Production and dissemination of this contract**

48.1 The drafting and formatting of the documents constituting the contract is done by the PROJECT OWNER.

48.2 The edition of this contract, in twenty (20) copies subscribed, is the responsibility of the PROJECT OWNER.

**Article 49 and last: Entry into force of the contract**

This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the supplier by the Contracting Authority.

Document No. 5:  
Technical specifications

## SPECIAL TECHNICAL SPECIFICATIONS

- I - GENERALITIES
- II- PREPARATORY WORKS-IMPLANTATION
- III- FOUNDATION
- IV - ELEVATION WORKS
- V - ROOF TRUSS AND THE COVERING
- VI - JOINERY AND METAL WORKS
- VII - PLUMBING-SANITARY
- VIII- ELECTRICAL INSTALLATION
- IX - RENDERING (PLASTERING) AND COATING
- X - PAINTING
- XI - OUTSIDE AMENITIES AND LAYOUT PLANNING
- XII - PROTECTION OF THE ENVIRONMENT
- XIII - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

### 1 - GENERALITIES

This present special technical specifications concern THE CONSTRUCTION OF A BLOCK OF TWO CLASSROOMS AT GS VEKOVI JAKIRI SUB DIVISION,BUI DIVISION,NORTH WEST REGION

. It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority and sample models of equipments and furniture provided by the project owner.

Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an installation plan showing clearly how he intends to run the work site. A fence in local materials shall enclose the whole work site to avoid trespassing.

#### **SIGN — POSTS**

The contractor shall put in place at his expense sign-posts indicating work in conformity with the plans put at his disposal by the authority that signed the contract.

#### **Site hut**

The contractor shall construct a temporal site office with a site store and a mess room for the workers. In case there a rented premises, he must prove with a tenancy agreement.

#### **Hygiene and safety**

The contractor shall ensure total hygiene and security of the site by constructing a temporal pit latrine and putting up a temporal fence around the project site if that be the case.

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.

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.

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 Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

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

## **2 - PREPARATORY WORKS – SETTING OUT**

These works concern the clearing of the site and evacuation of the rubbles to the public discharge, the clearing and leveling of the site where necessary.

The setting out will be in respect to the technical plans. The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate trenching and other earthworks, and good circulation. The commencement of excavation will be accepted by the control engineer without checking the conformity of the setting.

The minimal depth of the excavation trenches shall be of 80cm, 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 control 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 control engineer.

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

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of classroom buildings.

## **3 - FOUNDATION**

Any blinding concrete will be of thickness 5cm dozed at 150 kg/m<sup>3</sup> of firm consistence and will be laid on the bottom of the excavations where necessary. On it will be laid the footings of the ground half pillars until the level of the finished foundation. The foundation peripheral walls will be of masonry stones laid on cement mortar and finished with a DPC layer or ground beams of 20 x 20cm in reinforced concrete at a dosage of 350 kg/m<sup>3</sup>

The foundation will be filled with earth of good quality in successive compacted layers of 20cm 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/m<sup>3</sup> over a layer of stone hardcore (crushed sizes between 25-40mm).

The floor will be finished in cement sand screed of 3cm thick and coated to finish with cement paste trowel to finish.

#### 4 – ELEVATION WORKS

The elevation walls will be in agglomerated hollow blocks of 15 x 20 x 40cm with a good crushing resistance. The mixing for block moulding should give at most 32 blocks per bag of cement for blocks of 15x20x40 cm and 38 for blocks of 10x20x40cm. They should be kept dry for at least 14days before lying on the elevation walls. The reinforced concrete pillars of section 15x15 and 15x30 at 350 kg/m<sup>3</sup> will be cast as one raises the agglomerated hollow blocks walls 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/m<sup>3</sup> will be leveled to + 2,20m above the level of the finished foundation.

The average height under the ceiling is about 3,00m.

A chaining beam of 15 x 20cm in reinforced concrete at 350 kg/m<sup>3</sup> will be laid above the finished level of the agglomerated hollow blocks walls with fixing plates so as to receive the wooden roof truss.

#### – ROOF TRUSS AND THE COVERING:

- **Trusses** of treated and seasoned hardwood agreed by the Project Engineer shall compose of single frame rafters of 5cmx15cmx4m and spaced at 1.50m interval. These rafters will be solidly attached to the wall plate with the help of standby beam iron rods also spaced at 1.50m spacing;

- i.e.: eucalyptus, mahogany, iroko etc.,

- **Purlins and noggins**- shall consist of 5x8cmx4m timbers. All structural timber shall be treated with carbonyl. The timber for the *roof work will be of good quality, with the straight grain and free of any defect.*

-**Roofing sheets**: shall be in high rib (Tôle BAC) aluminum sheets of type 5/10mm. The sheets shall be fixed onto the purlins using screw nails equipped with aluminum gaskets and bituminous rubbers caps.

-**Facial board** shall be 30cm wide and of high rib aluminum sheets (tôle bac) of 0.35mm thickness including lining.

-**Ceiling**- will be made of 4mm thick (red plywood on both sides). fastened noggins of 4cm thick or 5x8 and treated with carbonyl. The spaces for ceiling joist panel will be 60x120cm in size. Eaves shall be equipped with wire mesh ventilation holes and a trap door will be provided in each of the classrooms. For external ceiling tôle lisse shall be used at the eaves including battens.

#### 6 – ALUMINIUM AND METAL WORKS

##### Doors and Windows:

- All doors will be made of forged iron double metal fitted on metallic frame anchored to the wall with angle bar 35mm. (1,00X2,20)m

-All windows shutters shall be wooden glazed windows of (2,10 X 0,90) m.

- Window protectors shall be aluminum tube of (2,10 X 0,90) m.

**Note: The window sill shall be at 1,70m and the design shall be provided on the plans.**

#### 7 – ELECTRICAL INSTALLATION

The interior facilities (sheaths VGV cables, TH etc...) will be executed according to the norms and the rules concerning electrical installations at the time of the over-site concrete or as the agglomerated hollow blocks walls are being raised. Any necessary branching from

AES/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.

## **8 – RENDERING (PLASTERING) AND COATINGS**

The wall rendering (thickness at least 2,5 cm) will be of cement mortar at 400 kg/m<sup>3</sup>. There will be an under-coat layer and a finish layer floated and foamed to finish. They must be well cut horizontally and vertically using a **straight edge**. The external walls shall receive a coat of spata dash before plastering is done.

## **9 - PAINTING**

A layer of impression of quicklime will be applied previously on internal walls as preparatory layer. The interior walls and the ceiling will be painted in pantex 800. The external walls will be painted with a water resistance paint on a prime coat with Water base paint. Colour tinted tubes will be chosen to achieve the desired colour frame needed.

All metal works shall be painted with oil paint (Glyptal resien lacquer) in two coats.

A primary coat of antirust will be applied on all metal works before final painting is done.

Skirting shall be carried out in oil paint at the window sill level internally and 150cm externally with appropriate colours.

## **10 - OUTSIDE AMENITIES AND LAYOUT PLANNING**

**Gutters:** To be excavated 40cm wide and 30cm deep at the rain drops. The walls of gutters are to be constructed in concrete and the floor will rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water with an offshoot of at least 3m to the environment.

**Prefabricated slabs** of one meter twenty (1.20m) wide each shall be provided at the main entrance of the classrooms at right angles.

**Steps** shall be constructed out of shaped stones at the main entrance to the building at 1,20m wide as the case may be.

Equally, **ramps** of 1,20m cast in-situ of one twenty (1,20m) wide each with edges protected with angle bar of 25mm shall be provided at the entrance of the building for handicaps on wheel chairs or otherwise.

**Flag stand** and **Flag pole** with **flag** Shall be provided for the school. The stand shall be constructed with non-reinforced concrete 400kg/m<sup>3</sup> with a height of 50cm. First step at 30cm and a diameter of 1.5m at the first step and 70cm at the second step.

## **11 - PROTECTION OF THE ENVIRONMENT**

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

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

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

At the end 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. No equipment nor materials should be abandoned on the site, nor 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.

## 12 - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the control engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 or 15/25) shall be clean and well graded with very fine elements settlement of less than 2%.

The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

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.

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.

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

### 1) 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<sup>3</sup>.

- **Over-site concrete** shall be 8cm thick laid on the entire floors and paved area between walls and gutters dosed at 250kg/m<sup>3</sup> over a layer of stone hardcore.

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

-**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<sup>3</sup>.

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

### NOTE: Reinforcement Schedule.

N <sup>o</sup>	STRUCTURE	SIZES	RODS	RODS	STIRRUP Spacing	DOSAGE	TYPE
		No	φ	Torsφ			
1	Damp proof course	4	8mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-400
2	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-400
3	Veranda Pillars 15x30	6	8mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-400
4	Wall pillars 15x15	4	8mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-400
5	Wall plate 15x20	4	8mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-400
6	Beams 20x20 or 15x20	4	8mm	6mm	20cm	350kg/m <sup>3</sup>	Fe-E-400

NB: All rods should preferably be imported

- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 – 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 – 5mm. It shall be river sand and nothing else.

- **Aggregate:** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing.
- **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, all concrete mixtures shall satisfy the general conditions laid down by regulation in force. It will be type CPA325 Portland cement and shall not show any trace of uneven mixture. 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.
  - **Rods:** shall be mild steel reinforcement, Tor or 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.
  - **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.
- **MASONRY:**
  - Blocks-** Load bearing wall shall be mounted in compressed cement blocks of (15x20x40) cm for load bearing walls of PC300 Kg/m<sup>3</sup> (at most 32 blocks per bag of cement). Blocks should show an appreciable degree of resistance to violent pressure.
 

**All blocks shall be cured for at least 14 days before being used.**
  - Plastering:** All plastering shall be applied using a trowel, float, straights edges and sponge. Cement mortar mix in a proportion of 400kg/m<sup>3</sup> will be used to plaster all previously rejoined areas on all masonry and concrete works, and then thinly floated. The final thickness of the plastering shall not be less (02cm). 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/m<sup>3</sup> (1:2) finish shall be spread on the 8cm concrete floor and the screed shall be 3cm thick.

### 13 GUTTERS:

To be excavated 40cm wide and 30cm deep at the rain drops and to be provided particularly at the frontage and the two ends of the building as the topography of the terrain is relatively flat. The walls of gutters are to be constructed in concrete and the floor will be rolled and smoothen out with ordinary cement concrete providing a slope of 10% for the flow of water for level surfaces.

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

Equally **ramps** cast in-situ of (1.20m) wide each shall be provided at the entrance of the structure for handicaps on wheel chairs or otherwise.

### 14- Wood – Material

- The wood must be pure and should not have nodes, foreign bodies or fractures due to sawing.
- Type : hard
- Essence : SIPO, SAPPELLI, MAKORE, IROKO, MAHOGHANY.
- Seasoning: Wood with a humidity rate of 14% maximum.

# PROPOSED WORKING DRAWINGS

Document No. 6:  
Unit price schedule

## **UNIT PRICE SCHEDULE GENERALITIES**

The prices in this slip include all the constraints imposed on the execution of the work as well as the local conditions that may affect their performance and cost.

The prices include in particular the labor, the supply of material and materials, the rent, the depreciation, the operation and the maintenance of the material, the transport costs of the personnel, the allowances, the agreement of the local residents for the rejection of weeding or removal products and all things necessary for the proper execution of the work.

These prices also include bonuses, insurance and social security charges due to various staff and all local taxes and fees related to good signage on the site.

The Contractor is responsible for accidents of all kinds that would occur and where the presence of the site would be questioned.

Overhead costs applied to all prices are deemed to include the installation of two information panels positioned at each end of the site, as defined by the Project Manager.

**UNIT PRICE SCHEDULE FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO  
(02) CLASSROOMS AND HEADTEACHER'S OFFICE AT G.S VEKOVI IN JAKIRI SUB  
DIVISION, BUI DIVISION, NORTH WEST REGION-CAMERRON**

ITEM	DESCRIPTION	UNIT	UP IN FIGURES	UP IN WORDS
	<b>100:PRELIMINARY WORKS</b>			
101	Site installation	Lumps		
102	Installation of project information board	Lumps		
103	Preparation of working documents (Detailed execution programme, site logbook report of execution and insurance policy)	Lumps		
104	Clearing of the site	m <sup>2</sup>		
105	Implantation of the building	Lumps		
	<b>200:EARTHWORKS</b>			
201	Mass excavation, removal of rocks and leveling of platform	m <sup>3</sup>		
202	Digging of foundation trenches depth=80cm and footings	m <sup>3</sup>		
203	Backfilling with selected lateritic soil	m <sup>3</sup>		
	<b>300: FOUNDATION</b>			
301	Blinding concrete	m <sup>3</sup>		
302	Foundation in black stone walls 40cm thick	m <sup>3</sup>		
303	Reinforced concrete for footings, pillars and ground beams dosed at 350kg/m <sup>3</sup>	m <sup>3</sup>		
304	Mass concrete floor (10 cm thick dosed at 300kg/m <sup>3</sup> )	m <sup>3</sup>		
	<b>400: WALL MASONARY</b>			
401	Blocks of 15x20x40 for wall elevation	m <sup>2</sup>		
402	Plastering/Rendering with cement mortar dosed at 500kg/m <sup>3</sup> and 400kg/m <sup>3</sup> for spatadash and final coat respectively	m <sup>2</sup>		
403	Reinforced concrete for pillars, lintels, and final beams and beams/pillars around the openings dosed at 350kg/m <sup>3</sup>	m <sup>3</sup>		
404	Wall blackboard (500x120)cm with cement past finish including painting	u		
405	Floor finish in cement screed of 4cm dosed at 400kg/m <sup>3</sup> and cement paste	m <sup>2</sup>		
406	Black board stages	u		
	<b>500: ROOF</b>			
501	Complete roof trusses in treated hardwood (King-post = 200cm) with rafters (5x15)cm, 8 main/8 secondary	U		
502	Purlins (5x8)cm	m <sup>3</sup>		
503	Noggings (5x8)cm	m <sup>3</sup>		
504	Ceiling of 4mm thick brown plywood	m <sup>2</sup>		
505	Ceiling at the eaves with smooth zinc (tole lisse)	m <sup>2</sup>		
506	Aluminum roofing sheets (tole bac 5/10mm)	m <sup>2</sup>		
507	Fascia board (Tole bac 5/10mm of 30cm height) including lining	m <sup>2</sup>		
508	Angle sheets	ml		
509	Alu ridge cap 50cm large	ml		

510	Ventilation of roof (pre-fabricated) at the eaves	u		
<b>600: METAL WORKS AND JOINERY</b>				
601	Metal door of 90x220 with PACO lock and accessories	U		
602	Wooden door of raised panels in hard wood + wooden frame fitted with a solid lock 90X220cm for the office (the external door shall be doubled i.e. metal and wood)	U		
603	Metal door of 97x220cm fitted with PACO lock and two pad locks including accessories for the classrooms	U		
604	Aluminum glazed windows of (210X110)cm with internal protection for the classrooms and offices	U		
605	Aluminum glazed windows of (120X110)cm with internal protection for the office	U		
606	Window protectors 30mm square tubes (210X110)cm with internal protection for the classrooms and offices	U		
607	Window protectors 30mm square tubes (120x110)cm for the office	U		
608	Angle 30cm metallic bar at veranda/door	ml		
<b>700: ELECTRICAL INSTALLATIONS</b>				
701	Conduit pipes (flexible orange tubes 13mm)	Roll		
702	Original cables V.G.V 1.5mm <sup>2</sup> for lighting	Roll		
703	Original cables TH 2.5 mm <sup>2</sup> for sockets	Roll		
704	Complete lamp holders and led lamp energy saver bulbs 12 watts	U		
705	One way switches	U		
706	Two way switches	U		
707	Three pin English power sockets (squares)	U		
708	Complete earthing of the structure (6mm copper cable 3m, earth rod 1.5m etc)	Lumps		
709	Fuse box + circuit breaker + line breaker and provision of Connection to existing electricity network in the school	Lumps		
<b>800: PAINTING</b>				
801	Priming coat in ordinary paint (National paint)	m <sup>2</sup>		
802	Two coats of water based paint (pantex 800) on internal walls	m <sup>2</sup>		
803	Two coats of water resistant paint (pantex 1300)on external walls	m <sup>2</sup>		
804	Oil paint on metallic doors (chasi-red) & skirting (coffee brown) at window sill level externally and internally	m <sup>2</sup>		
<b>900: EXTERNAL WORKS</b>				
901	Rain water(run-off) gutters 30x40cm with off shuts of 1.5m	ml		
902	Concreting of external veranda 10cm thick (dosed at 300kg/m <sup>3</sup> )	m <sup>3</sup>		
903	Prefabricated concrete slab / stairs on gutter at entrances of the classrooms protected with 25mm angle bar	u		
904	Concrete ramps (2m wide) of reinforced concrete dosed at 350kg/m <sup>3</sup> protected with 25mm angle bar	u		

	<b>1000: HYGIENE AND ENVIRONMENTAL PROTECTION</b>			
100 1	Provision of 04 trash cans labelled PIB 2025 two incinerating pits (2x2x1.5)m, protected with dead wood/bared wire and planting of 15 trees	Lumps		
	<b>1100: EQUIPMENT (FURNITURE)</b>			
1101	Office desk for the head teacher	U		
1102	Armchair seat finished	U		
1103	Table for teachers finished with foam and plastic)	U		
1104	Teachers chairs with solid seats	U		
1105	Classroom desk	U		

Document No. 7:  
Bill of quantities and cost estimates

**BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION AND EQUIPING OF  
A BLOCK OF TWO (02) CLASSROOMS AND HEADTEACHER'S OFFICES AT G.S VEKOVI IN  
JAKIRI SUB DIVISION, BUI DIVISION, NORTH WEST REGION-CAMERRON**

ITEM	DESCRIPTION	UNIT	Q'TY	RATE	AMOUNT
<b>100:PRELIMINARY WORKS</b>					
101	Site installation	Lumps	1		
102	Installation of project information board	Lumps	1		
103	Preparation of working documents (Detailed execution programme, site logbook report of execution and insurance policy)	Lumps	1		
104	Clearing of the site	m2	800		
105	Implantation of the building	Lumps	1		
<b>SUBTOTAL 100</b>					
<b>200:EARTHWORKS</b>					
201	Mass excavation, removal of rocks and leveling of platform	m3	300		
202	Digging of foundation trenches depth=80cm and footings	m3	31.7		
203	Backfilling with selected lateritic soil	m3	64		
<b>SUBTOTAL 200</b>					
<b>300: FOUNDATION</b>					
301	Blinding concrete	m3	2.8		
302	Foundation in black stone walls 40cm thick	m3	47.32		
303	Reinforced concrete for footings, pillars and ground beams dosed at 350kg/m3	m3	6.5		
304	Mass concrete floor (10 cm thick dosed at 300kg/m3)	m3	17.94		
<b>SUBTOTAL 300</b>					
<b>400: WALL MASONARY</b>					
401	Blocks of 15x20x40 for wall elevation	m2	224		
402	Plastering/Rendering with cement mortar dosed at 500kg/m3 and 400kg/m3 for spatadash and final coat respectively	m2	448		
403	Reinforced concrete for pillars, lintels, and final beams and beams/pillars around the openings dosed at 350kg/m3	m3	11.3		
404	Wall blackboard (500x120)cm with cement past finish including painting	u	4		
405	Floor finish in cement screed of 4cm dosed at 400kg/m3 and cement paste	m2	233.6		
406	Black board stages	u	2		
<b>SUBTOTAL 400</b>					
<b>500: ROOF</b>					
501	Complete roof trusses in treated hardwood (King-post = 200cm) with rafters (5x15)cm, 8 main/8 secondary	U	16		
502	Purlins (5x8)cm	m3	1.5		
503	Noggings (5x8)cm	m3	2.56		
504	Ceiling of 4mm thick brown plywood	m2	233.6		
505	Ceiling at the eaves with smooth zinc (tole lisse)	m2	68		
506	Aluminium roofing sheets (tole bac 5/10mm)	m2	300		

507	Fascia board (Tole bac 5/10mm of 30cm height) including lining	m2	25		
508	Angle sheets	ml	36		
509	Alu ridge cap 50cm large	ml	30		
510	Ventilation of roof (pre-fabricated) at the eaves	u	3		
	<b>SUBTOTAL 500</b>				
	<b>600: METAL WORKS AND JOINERY</b>				
601	Metal door of 90x220 with PACO lock and accessories	U	1		
602	Wooden door of raised panels in hard wood + wooden frame fitted with a solid lock 90X220cm for the office (the external door shall be doubled i.e. metal and wood)	U	1		
603	Metal door of 97x220cm fitted with PACO lock and two pad locks including accessories for the classrooms	U	4		
604	Aluminum glazed windows of (210X110)cm with internal protection for the classrooms and offices	U	12		
605	Aluminum glazed windows of (120X110)cm with internal protection for the office	U	1		
606	Window protectors 30mm square tubes (210X110)cm with internal protection for the classrooms and offices	U	12		
607	Window protectors 30mm square tubes (120x110)cm for the office	U	1		
608	Angle 30cm metallic bar at veranda/door	ml	39.7		
	<b>SUBTOTAL 600</b>				
	<b>700: ELECTRICAL INSTALLATIONS</b>				
701	Conduit pipes (flexible orange tubes 13mm)	Roll	2		
702	Original cables V.G.V 1.5mm <sup>2</sup> for lighting	Roll	3		
703	Original cables TH 2.5 mm <sup>2</sup> for sockets	Roll	2.5		
704	Complete lamp holders and led lamp energy saver bulbs 12 watts	U	20		
705	One way switches	U	5		
706	Two way switches	U	4		
707	Three pin English power sockets (squares)	U	8		
708	Complete earthing of the structure (6mm copper cable 3m, earth rod 1.5m etc)	Lumps	1		
709	Fuse box + circuit breaker + line breaker and provision of Connection to existing electricity network in the school	Lumps	1		
	<b>SUBTOTAL 700</b>				
	<b>800: PAINTING</b>				
801	Priming coat in ordinary paint (National paint)	m2	435		
802	Two coats of water based paint (pantex 800) on internal walls	m2	332		
803	Two coats of water resistant paint (pantex 1300)on external walls	m2	103		
804	Oil paint on metallic doors (chasi-red) & skirting (coffee brown) at window sill level externally and internally	m2	224		
	<b>SUBTOTAL 800</b>				
	<b>900: EXTERNAL WORKS</b>				
901	Rain water(run-off) gutters 30x40cm with off shuts of 1.5m	ml	72.1		

902	Concreting of external veranda 10cm thick (dosed at 300kg/m3)	m3	6.53		
903	Prefabricated concrete slab / stairs on gutter at entrances of the classrooms protected with 25mm angle bar	u	2		
904	Concrete ramps (2m wide) of reinforced concrete dosed at 350kg/m3 protected with 25mm angle bar	u	2		
<b>SUBTOTAL 900</b>					
<b>1000: HYGIENE AND ENVIRONMENTAL PROTECTION</b>					
100 1	Provision of 04 trash cans labelled PIB 2025 two incinerating pits (2x2x1.5)m, protected with dead wood/bared wire and planting of 15 trees	Lumps	1		
<b>SUBTOTAL 1000</b>					
<b>1100: EQUIPMENT (FURNITURE)</b>					
1101	Office desk for the head teacher	U	1		
1102	Armchair seat finished	U	1		
1103	Table for teachers finished with foam and plastic)	U	2		
1104	Teachers chairs with solid seats	U	2		
1105	Classroom desk	U	60		
<b>SUBTOTAL 1100</b>					

S U M M A R Y

<b>TOTAL WITHOUT TAXES</b>	
VAT: 19.25%	
AIR: 2.2%	
<b>TOTAL TAXES INCLUSIVE(TTC)</b>	
<b>NET TO BE PAYABLE</b>	

**THIS ESTIMATES IS CLOSED AT THE SUM OF:**

Document No. 8:  
Sub detail of breakdown of unit price

SUB-DETAIL MODEL OF BREAKDOWN PRICES

PRICE SUB-DETAIL				
	DESIGNATION :			
PRICE N°	Daily yield	Total quantity	Unité	Activity duration
	CATEGORIES	Daily salary	Billed days	Amount
WORKFORCE				
		TOTAL A		
EQUIPMENT AND EQUIPMENT	TYPE	Daily rate	Billed days	Amount
		TOTAL B		
MATERIALS AND MISCELLANEOUS				
		TOTAL C		
D	DIRECTS TOTAL COST A+B+C			
E	Construction site overhead	%	= Dx%	
F	Headquarters overhead	%	= Dx%	
G	RETURN COST OF	-	= D+E+F	
H	Risks and Benefits	%	GX%	
P	SALE PRICE EXCLUDING TAXES		= G+H	
V	UNITARY SALE PRICE WITHOUT TAXES		= P/Quantity	

Document N°. 9:  
Draft contract

## Structure of a contract

### **Summary**

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Schedule of Prices and Quantities

Part IV: Execution calendar

REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
\*\*\*\*\*

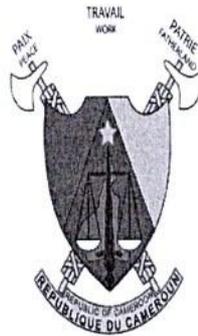
MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT  
\*\*\*\*\*

NORTH WEST REGION  
\*\*\*\*\*

BUI DIVISION  
\*\*\*\*\*

JAKIRI COUNCIL  
\*\*\*\*\*

JAKIRI COUNCIL INTERNAL TENDERS BOARD  
\*\*\*\*\*



REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie  
\*\*\*\*\*

MINISTÈRE DE LA DÉCENTRALIZATION ET  
DEVELOPPEMENT AND LOCAL  
\*\*\*\*\*

REGION DU NORD OUEST  
\*\*\*\*\*

DEPARTEMENT DU BUI  
\*\*\*\*\*

COMMUNE DE JAKIRI  
\*\*\*\*\*

COMMISSION INTERNE DE PASSATION DES  
MARCHE DE LA COMMUNE DE JAKIRI

## JAKIRI COUNCIL INTERNAL TENDERS BOARD.

**JOBGING ORDER N° 01/JO/JAKIRI COUNCIL/JCITB/2026 OF 05/03/2026 FOR THE CONSTRUCTION  
AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AT GS VEKOVI, JAKIRI COUNCIL AREA, BUI DIVISION,  
NORTH WEST REGION**

**, JAKIRI SUB DIVISION, BUI DIVISION OF THE NORTH WEST REGION**

***Awarded after an Open National Invitation to Tender***

**N° 01/ONIT/JAKIRI COUNCIL/JCITB/2026 OF 23/01/2026**

**FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AND THE HEADTEACHERS  
OFFICE AT GS VEKOVI IN JAKIRI- COUNCIL, BUI DIVISION OF THE NORTH WEST REGION**

HOLDER (ETS ADDRESS): .....

P.O BOX ..... TEL.....FAX: .....

TRADE REGISTER N°(N° R.C.): .....

TAX PAYER N°: .....

BANK ACCOUNT N°: .....AT..... (BANK)

AGENCY OF: .....

SUBJECT: .....

EXECUTION DEADLINE: .....

AMOUNT IN FCFA:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2 or 5.5 %)	
Net Payable	

FINANCING: .....

BUDGET HEAD: .....

LOCATION: .....

ENTERED ON: \_\_\_\_\_

SIGNED ON: \_\_\_\_\_

NOTIFIED ON: \_\_\_\_\_

**BETWEEN:**

The Government of the Republic of Cameroon, represented by the Mayor of Nkor Council hereinafter referred to as the "The Contracting Authority"

**ON THE ONE PART,**

**AND**

**Enterprise** .....

Whose head office is at .....

Hereinafter referred to as the "Contractor"

Represented by its Director, Mr./Ms .....

Address: P.O. Box ..... Tel ..... Fax .....

Business Registry No .....

Tax Payers' Card No .....

**ON THE OTHER PART**

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

**SUMMARY**

Part I: Special Administrative Clause (SAC)

Part II: Special technical Clauses (STC)

Part III: Schedule of Unit Prices

Part IV: Details or Estimates

**Page ..... and last of JOBBING ORDER N° 01/JO/JAKIRI COUNCIL/JCITB/2026 OF  
05/03/2026 awarded after an Open National Invitation to Tender N° 01/ONIT/JAKIRI  
COUNCIL/JCITB/2026 OF 23/01/2026**

With .....

\_\_\_\_\_COMPANY

P.O. Box \_\_\_\_\_ at \_\_\_\_\_ Tel \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry N°. \_\_\_\_\_ A

Taxpayer's N°. \_\_\_\_\_

**FOR THE CONSTRUCTION AND EQUIPING OF A BLOCK OF TWO CLASSROOMS AT GS VEKOVI, JAKIRI  
COUNCIL AREA, BUI DIVISION, NORTH WEST REGION**

**EXECUTION DEADLINE: FOUR (04) MONTHS**

**AMOUNT OF CONTRACT IN FCFA:**

<b>Amount tax inclusive</b>	
<b>Amount without Taxes</b>	
<b>VAT (19.25)</b>	
<b>A.I.R. (2.2 or 5.5%)</b>	
<b>Net Payable</b>	

<p><b>Read and accepted by the Contractor</b></p>  <p>JAKIRI ..... (date)</p>
<p><b>Signed by the LORD MAYOR NKOR COUNCIL</b></p>  <p>JAKIRI..... (date)</p>
<p><b>Registration</b></p>   

DOCUMENT No. 10:  
Model documents to be used by bidders

**Model table**

**Annex 1:** Declaration of intention to tender.

**Annex 2:** Tender Template.

**Annex 3:** Bid bond template.

**Annex 4:** Final bonding model.

**Annex 5:** Model of advance loan guarantee.

**Annex 6:** Model of guarantee retainer.

**Annex 7:** Model of commitment of availability

**Annex 8:** Model of references of the Enterprise

**Annex 9:** Model of equipment list

**Annex 10:** Model of key staff

**Annex 11:** Model of site visit report

## ANNEX No. 1: DECLARATION FORM

### THE MODEL UNDERTAKING BY THE BIDDER

Name of project:..... Invitation to tender N° : .....

For .....

I (We) the undersigned (8) .....

Acting in the capacity of (9) ..... in the name and on behalf of  
(10)..... at ..... RC N° ..... by virtue of  
the power vested in me (us), domiciled at P.O.Box..... (Town) ....., telephone N°  
....., after having studied all the documents of the tender file relating to the Invitation to  
Tender N° ....., and after having assessed in my (our) point of view and under my  
(our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby  
tender and commit myself (ourselves) to carry out works for  
..... in keeping with the terms and conditions of the tender  
file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract  
within ..... (.....) months as from the date of notification of award of the contract.  
I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a  
period of ninety (90) days with effect from the deadline for submission of bids.  
Done at ....., on .....

General Manager

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)  
« represented by the undersigned ..... » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, ..... »  
(For each person: name, first name, company name, nationality, location of the registered office)  
« Constituted in a group of companies for the execution of this contract, jointly commit ourselves  
..... »

(8) Name, first name, profession, residence

(9) Position in the enterprise

(10) Company name

## Annex 2: Tender Template

I, the undersigned ... [indicate the name and the quality of the signatory] representing the company, the company or the group ... whose head office is at ... registered in the commercial register of ... under the number .....

After having read all the documents appearing or mentioned in the tender documents including the addendum (s), the invitation to tender [recall the number and subject of the Call Offers]

- After having personally visited the site of the works and having greatly appreciated the situation and noted the nature and constraints of the work to be done

- Remits, bearing my signature, the list of unit prices and the estimate established in accordance with the frameworks in the tender dossier.

- Submit me and undertake to perform the work in accordance with the tender documents, for the prices I have established for each type of work, which prices show the amount of the offer for Lot No ..... to ..... [in numbers and in letters] Cfa francs Excluding VAT, and ..... CFA Francs All Taxes Included. [in figures and in letters]

- I undertake to perform the work within a period of ..... months

- Also commit myself to maintain my offer within the time limit ..... days [indicate the period of validity, in principle 90 days for the NSO and 120 days for the ICB ] from the deadline for submission of tenders.

- The discounts and the conditions of application of the said rebates are the following ones (in case of possibility of attribution of several lots):

The Client will release the sums due by him under this contract by giving credit to the account n ° ..... opened at name of ..... at the bank ..... Agency of .....

Before signing the contract, the present bid accepted by you will be worth engagement between us.

Made in ..... the .....

Signature of .....

in quality of ..... duly authorized to sign the tenders for and in the name of .....

### Annex 3: Model Bid Deposit

A [indicate the Delegated Contracting Authority and its address], "the Contracting Authority"

Whereas the company ..... , hereinafter referred to as "the bidder" , submitted its offer dated ..... to [recall the subject of the Invitation to Tender], hereinafter referred to as "the offer", and for which it must attach a provisional bond equivalent to [insert amount] CFA francs,

We ..... [name and address of the bank], represented by ..... [names of signatories], hereinafter referred to as "the bank", declare to guarantee payment to the Delegated Contracting Authority of the maximum sum of [insert amount] CFA Francs, which the bank undertakes to pay in full to the Contracting Authority, binding itself, its successors and assigns.

The conditions of this obligation are as follows:

If the bidder withdraws his tender during the period of validity laid down in the Tender Documents;

or

If the bidder has been notified of the award of the contract by the Delegated Contracting Authority during the period of validity:

- to sign or refuse to sign the contract, while it is required to do so;

- fails or refuses to provide the final contract security (final bond), as provided for in the contract.

We undertake to pay to [Contracting Authority] an amount up to the maximum of the sum stipulated above, upon receipt of its first written request, without the Delegated Contracting Authority having to justify its request, provided, however, that in its request, the Delegated Contracting Authority will note that the amount claimed by the Delegated Contracting Authority is due to it because one or both of the above conditions, or both, are met, and that it will specify which (s) condition (s) has (have) played.

This deposit shall enter into force upon signature and from the date fixed by the Delegated Contracting Authority for the submission of tenders. It will remain valid until the thirtieth day inclusive after the end of the period of validity of the offers. Any request from the Delegated Contracting Authority to have it played shall reach the bank by registered letter with acknowledgment of receipt, before the end of this period of validity.

This deposit is subject for its interpretation and execution under Cameroon law. The courts of Cameroon shall have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank

to ..... , the .....

[bank signature]

**Annex 4: Final Bond Model**

Bank:

Reference of the Deposit: N ° .....

A [indicate the Client and his address] Cameroon, hereinafter referred to as the Employer "

Whereas; ... [name and address of the undertaking], hereinafter referred to as "the contractor", undertook, in execution of the designated contract "the contract", to carry out [indicate the nature of the work ]

Whereas he; is stipulated in the contract that the contractor will give the Client a final bond, equal to [indicate the percentage between 2 and 5%] of the amount of the works of the corresponding contract, as a guarantee of the execution performance obligations in accordance with market conditions,

Whereas; we agreed to give the contractor this bond.

We,..... [name and bank address], represented ..... [names of signatories], hereinafter referred to as "the bank", we undertake to pay to the Owner, within a maximum period of eight (08) weeks, upon request in writing stating that the Contractor has not fulfilled its contractual obligations under the Contract, without being able to defer payment or raise any dispute for any reason, any amount up to ... [in figures and in letters].

We agree that no changes or additions or other changes to the Market will release us from any obligation under this Final Bond and we hereby waive any change, addendum or change.

This final bond shall take effect upon signature and upon notification of the contract. The deposit is released within [insert time] from the date of provisional acceptance of the work.

After the aforementioned period, the deposit becomes moot and must be automatically returned to us without any form of procedure.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received at the bank during the period of validity of this commitment.

This final guarantee is submitted for its interpretation and execution under Cameroonian law. The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank  
to ..... , the .....

**Annex 5: Model of a Start Advance Bond**

Bank: reference, address .....

We the undersigned (bank, address), declare hereby guarantee, on behalf of: .....  
..... [the holder], for the benefit of the Owner [Address of the Owner]  
(" The beneficiary ")

Payment, without dispute and upon receipt of the first written request of the beneficiary, declaring that .....  
..... [the holder] does not has not paid its obligations, relating to the repayment of the start-up loan  
according to market conditions ..... of ... .. relating to the work  
[indicate the purpose of the work, the references of the Call for Tenders and the lot, if possible], of the maximum  
total sum corresponding to the advance of [twenty (20)%] of the amount of all taxes included in the contract No  
....., payable upon notification of the corresponding service order, that is: .....  
..... CFA francs

This guarantee will come into effect and will take effect after transfer of the respective shares of this advance to  
the accounts of ..... [the holder] open at the bank .....  
..... under number .....

It will remain in effect until repayment of the advance in accordance with the procedure set by the SCC. However,  
the amount of the deposit will be reduced proportionately to the repayment of the advance as and when  
repayment.

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

Signed and authenticated by the bank  
to ....., the .....

[bank signature]

**Appendix 6: MODEL RETENTION FUND**

Bank: .....  
Reference of the Deposit: N ° .....  
A [indicate the Owner]  
[Address of the Contracting Authority]

hereinafter referred to as "the Client"

Whereas; ..... [name and address of the company], hereinafter referred to as " the Contractor ", undertook, in execution of the contract, to carry out the work of [indicate the purpose of the work]

whereas he; is stipulated in the contract that the holdback of [% below 10% to be specified] of the TTC amount of the contract may be replaced by a joint and several guarantee,

Whereas; we have agreed to give the contractor this bond, We, .....  
..... [name and bank address], represented by .....  
..... [names of signatories], and hereinafter referred to as "the bank",

Therefore, we hereby affirm that we are the guarantors and responsible to the Owner, in the name of the contractor, for a maximum amount of ..... [in figures and in words], corresponding to [less than 10% to be specified] of the amount of the contract,

And we undertake to pay the Owner, within a maximum period of eight (08) weeks, upon a simple written request from the latter stating that the contractor has not satisfied his contractual commitments or that he is found to be the Principal's debtor under the amended contract, if necessary by its amendments, without being able to defer payment or raise any dispute for any reason whatsoever, any sum (s) within the limits of the amount equal to [percentage less than 10% to be specified] of the cumulative amount of work included in the final statement, without the Owner having to prove or give the reasons or the reason for his request for the amount of the sum indicated above .

We agree that no changes or additions or other changes to the market will release us from any obligation under this warranty and we hereby waive any change, addendum or change.

This guarantee comes into force upon signature. It will be released within thirty (30) days from the date of final acceptance of the works, and on release delivered by the Owner.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received at the bank during the period of validity of this commitment.

This deposit is subject for its interpretation and execution under Cameroon law. The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank  
to ..... , the .....  
[bank signature]

ANNEX No.7: MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I the undersigned, (specify Name, qualification -diploma or certificate) and holder of National Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ Tel: \_\_\_\_\_ is committed and will be available to work as (specify post occupied) with (name of enterprise) if Open National Invitation to Tenders No. .... for ..... (indicate the name of project) ..... is awarded to ETS .....

Done at \_\_\_\_\_ the \_\_\_\_\_

Sign; \_\_\_\_\_

**ANNEX No. 8: MODEL REFERENCES OF THE ENTERPRISE**

The most representative services and similar to those described in the Special technical conditions above over the **last five years**

N°	Year	Contract	Purpose	Funding	Amount (ATI) (CFAF)	Acceptance date
1						
2						

**NB :** for each contract named in the above board, please join :

- Photocopy of first,second and last pages of the contract,
- Photocopy of provisional (or final) acceptance report.

Done on ....., at .....

Mr (Messrs).....

Signature(s).....

ANNEX No. 9: MODEL EQUIPMENT LIST.

DESIGNATION	NUMBER	AGE-STATE	ORIGIN	STATUS

**ANNEX No.10:**

**KEY STAFF**

Name	Proposed Function	Minimum Qualification	General Years of Experience	Specific Experience with respect to Similar Project	Post occupied for similar Project

	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
<b>SUPPORT STAFF</b>				

**ANNEX No: 11**

**SITE VISIT REPORT [not more than five (05) pages]**

I) INTRODUCTION

TENDER N° (with project title) .....  
NAME OF ENTERPRISE .....  
DATE:..... TIME: .....

II) COMMENTARY:

II-1) Nature of the project site .....

II-2) Accessibility to the project site: .....

II-3) Vegetation (trees, shrubs etc) .....

II-4) Topography of the site .....

III) AVAILABILITY OF SERVICES (water, electricity, etc)

IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL (stones, sand, gravel, wood etc)

V) DIFFICULTIES:

.....  
.....  
.....

V) CONCLUSION

.....  
.....  
.....

SIGNATURE:

**ATTESTATION OF SITE VISIT**

I the under signed Mr.....

In the capacity of .....representing.....company

Hereby make a sworn statement that on this day ..... I have visited the project-site for the  
.....

Subject of Open National Invitation to Tender No .....

Following this visit the observations listed below were made:

- I- **Technial observations:**

.....  
**Signature**

**ANNEX No: 12**

To: *The Project Owner*

Subject: Letter of submission of Technical offer

Sir,

We, the undersigned, are pleased to propose our services as service provider for "**Subject Matter of Bid/offer**" in accordance with invitation to tender "**Bid reference**" of the \_\_\_\_\_ and our offer. We hereby submit our technical bids.

If negotiations take place during the period of validity of the offer that is before \_\_\_\_\_ we pledge to negotiate on the basis of the personnel proposed here. For us our bid is binding, subject to the modifications resulting from the negotiation of the contract.

We know that you are not bound by any of the proposals received.

Yours faithfully,

Signature of empowered representative: \_\_\_\_\_

Name and title of signatory: \_\_\_\_\_

Name of candidate firm: \_\_\_\_\_

Address: \_\_\_\_\_

**ANNEX No: 13**

To: *The Project Owner*

Subject: Letter of submission of Financial offer

Sir,

We, the undersigned, are pleased to propose our services as service provider for "**Subject Matter of Bid/offer**" in accordance with invitation to tender "**Bid reference**" of the \_\_\_\_\_ and our offer. We hereby submit our technical bids.

Find herewith our financial offer which stands as [insert Amount in words and Figures]\_\_\_\_\_ **Francs CFA** . This amount is net with of taxes, duties, dues which we have estimated at [insert Amount in words and Figures]\_\_\_\_\_ Francs CFA for contracted duration of \_\_\_\_\_ months.

Our financial offer has for us binding on us, up to the deadline of validity of the offer, that is, up till \_\_\_\_\_ subject to modifications resulting from negotiation of the contract.

We are aware that you are not bound to accept any offer.

Yours faithfully,

Signature of empowered representative:\_\_\_\_\_

Name and title of signatory:\_\_\_\_\_.

Name of candidate firm:\_\_\_\_\_.

Address\_\_\_\_\_.

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

## **BANKS**

1. Afriland First Bank
2. Banque Atlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit
5. CITI Bank
6. Commercial Bank of Cameroon
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.
14. Banque Camerounaise des Petites et Moyennes Entreprises (BC-PME), B.P. 12962 Yaoundé ;
15. Bank Of Africa Cameroun (BOA Cameroun), B.P. 4593 Douala
16. BANGE BANK CAMEROUN (BANGE CMR);
17. Crédit Communautaire d'Afrique – Bank (CCA – Bank), BP :30 388, Yaoundé ;
18. La régionale Bank, BP : 30 145 Yaoundé, Tél : (+237) 222 22 02 39

## **■ Insurance Companies**

1. Chanas assurances ;
2. Activa Assurances
3. Atlantique Assurances S.A., B.P. 2933 Douala ;
4. Zénithe Insurance S.A. ;
5. Pro-Assur S.A ;
6. Aréa Assurances S.A, B.P :1531 Douala ;
7. Bénéficial General Insurance S.A., B.P. 2328 Douala ;
8. CPA S.A., B.BP. 54Douala ;
9. NSIA Assurances S.A., B.P. 2759 Douala ;
10. SAAR S.A., B.P. 1011 Douala ;
11. Saham Assurances S.A., B.P. 11315 Douala