

004759/26/NDRO/SDO MCH/CRP/NW

DAO

REPUBLIQUE DU CAMEROUN

REPUBLIC OF CAMEROON

Paix – Travail – Patrie

Peace – Work – Fatherland

REGION DU NORD- OUEST

NORTH WEST REGION

DEPARTEMENT DE LA MENCHUM

MENCHUM DIVISION

SERVICE DES AFFAIRES ECONOMIQUES
ET FINANCIERES

SERVICE FOR ECONOMIC AND
FINANCIAL AFFAIRS

COMMISSION DEPARTEMENTAL DE
PASSATION DE MARCHES

DIVISIONAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER BY NORMAL PROCEDURE
NO 01/ONIT/E28/SEFA/DTB/MCH/2026 OF 02 MAR 2026 FOR THE
CONSTRUCTION OF A FENCE OF (35m x 35m) AND A GUARD
HOUSE ROUND THE DIVISIONAL DELEGATION FOR TOURISM
AND LEISURE FOR, MENCHUM DIVISION NORTH WEST REGION.

CONTRACTING AUTHORITY: THE SENIOR DIVISIONAL OFFICER FOR MENCHUM DIVISION

PROJECT OWNER

DIVISIONAL DELEGATE FOR MINTOUL

FINANCING: PUBLIC INVESTMENT BUDGET 2026

EXPENDITURE AUTHORIZATION N° JB02304

VOTE OF CHARGE N° 60 23 262 145 64002 0860522117

TENDER FILE

Re 18/03/26

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DOCUMENT N° 1

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REGION DU NORD- OUEST

DEPARTEMENT DE LA MENCHUM

SERVICE DES AFFAIRES ECONOMIQUES
ET FINANCIERES

COMMISSION DEPARTEMENTAL DE
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REPUBLIC OF CAMEROON

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NORTH WEST REGION

MENCHUM DIVISION

SERVICE FOR ECONOMIC AND
FINANCIAL AFFAIRS

DIVISIONAL TENDERS BOARD

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER ~~2026~~ NORMAL PROCEDURE
N° 01/ONIT/E28/SEFA/DTB/MCH/2026 OF 02 MARCH 2026 FOR THE CONSTRUCTION OF A
FENCE OF (35m x 35m) AND A GUARD HOUSE ROUND THE DIVISIONAL DELEGATION
FOR TOURISM AND LEISURE FOR, MENCHUM DIVISION NORTH WEST REGION.

1) SUBJECT OF THE INVITATION TO TENDER:

Within the frame-work of the 2026 Public Investment, the Contracting Authority (The Senior Divisional Officer of Menchum), hereby representing the State of Cameroon, launches an Open National Invitation to tender by normal procedure for the Construction of a fence and a guard house round the Divisional Delegation for Tourism and Leisure for, Menchum Division North West Region.

2) CONSISTENCY/NATURE OF SERVICE:

The works subject of this invitation to tender shall require for the Construction of a fence and a guard house round the Divisional Delegation for Tourism and Leisure for, Menchum Division North West Region. The works and service required are found in the detail description mentioned in the respective bills of quantities and cost estimates.

3) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Project Owner for the execution of the works subject of this tender shall be ninety (90) calendar days with effect from date the of notification of the Service Order to start execution.

4) ALLOTMENT:

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

Lot	Works	Locality
1	Construction of a fence and a guard house round the Divisional Delegation for Tourism and Leisure for, Menchum Division North West Region	Menchum Division, North West Region

5) COST ESTIMATE:

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

Lot	Works	Locality	Estimated Cost
1	Construction of a fence and a guard house round the Divisional Delegation for Tourism and Leisure for, Menchum Division North West Region	Menchum Division, North West Region	25 000 000 FCFA

6) PARTICIPATION AND ORIGIN:

Participation in this invitation to tender is open to only registered and qualified companies or groups of companies based in the Republic of Cameroon with the required technical and professional expertise in the domain of **construction** accompanied by the necessary financial capability;

7) FINANCING:

Works which form the subject of this invitation to tender shall be financed as per the programmed budget head of the **2026 Public Investment Budget (MINTOUL 2026)** of the Republic of Cameroon as specified in the table below: -

Lot	Ministry	Project Owner	Works	Provisional Amount	Expenditure authorization N°	VOTE OF CHARGE
1	MINTOUL	Divisional Delegate for MINTOUL	Construction of a fence and a guard house round the Divisional Delegation for Tourism and Leisure for, Menchum Division North West Region	25 000 000 FCFA	N° JB02304	60 23 262 145 64002 0860522117

8) BID BONDS (PROVISIONAL GUARANTEE):

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

Lot	Works	Locality	Estimated Cost	Bid Bond	Tender Fee
1	Construction of a fence and a guard house round the Divisional Delegation for Tourism and Leisure for, Menchum Division North West Region	Menchum Division, North West Region	25 000 000 FCFA	500 000 FCFA	50 000 FCFA

9) CONSULTATION OF TENDER FILE:

The Tender documents may be consulted immediately after publication of this invitation to tender from the Services of the **Contracting Authority (Service in charge of the contracts award)** during working hours at the **Divisional Office for Memchum** or via **COLEPS plat form**.

10) ACQUISITION OF TENDER FILE:

The Tender documents shall be obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority during working hours at the **Divisional Office for Memchum** or via **COLEPS plat form**. The document shall be obtained upon presentation of a Divisional Treasury receipt showing the payment of a non-refundable sum of **fifty thousand (50 000) francs CFA from Divisional Treasury for Memchum**

11) SUBMISSION OF BIDS (OFFERS):

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in **one (01) original** labelled as such. These shall be submitted in the COLEPS plate form in soft copy and in one sealed external envelope containing, **A: Administrative Document, B: Technical document and C: Financial document**. It shall reach the **Divisional Office for Memchum** not later than **01/04/2026 At 10 am** local time. The sealed external envelope shall be free of all identification marks; with which it shall be rejected.

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

OPEN NATIONAL INVITATION TO TENDER BY NORMAL PROCEDURE

Nº 0 ___/ONIT/E28/SEFA/DTB/MCH/2026 OF ___ / ___/2026 FOR THE CONSTRUCTION OF A FENCE OF (35m x 35m) AND A GUARD HOUSE ROUND THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE FOR, MENCHUM DIVISION NORTH WEST REGION.
 (To be opened only during the bids opening session of the Tenders Board)

12) ADMISSIBILITY OF OFFERS:

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

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

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

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

13) OPENING OF BIDS (OFFERS):

Bids shall be opened by the Divisional Tenders Board in a single phase on the *01/04*/2026 at **11 am** local time in the conference hall of the Divisional Office for Memchum. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be **REJECTED**.

14) EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following:

A) Eliminary Criteria.

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance (CDEC)

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

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than **75%** (*non-respect of 75% of the essential criteria*);
- Absence of quantified unit price (*omission of a unit price in the financial bid*).

B) Essential Criteria They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of: -

- (i) Technical documents, it shall be the binary method (**YES or NO**) based on the following distribution of points:

CRITERA	POINTS
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GENERAL PRESENTATION OF THE BIDS	6
EXPERIENCE OF THE COMPANY	9
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	9
TECHNICAL EQUIPMENT	5
METHODOLOGY FOR THE EXECUTION OF WORKS	11
TOTAL	40

NB:

- Any Bid that shall not obtain **75%** evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).
 - (ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

15) VALIDITY OF OFFERS:

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

16) AWARD OF THE CONTRACT:

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

17) COMPLEMENTARY INFORMATION:

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

18) AMENDMENT TO THE INVITATION TO TENDER:

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

WUM, the 02 MARS 2026

<p>Copies :</p> <ul style="list-style-type: none"> - CHAIRMAN, Divisional Tenders Board for Menchum - Divisional Delegation of Public contracts- Menchum - ARMP Bamenda (for publication and filing) - Service For Economic And Financial Affairs (for filing) 	<p style="text-align: center;">SENIOR DIVISIONAL OFFICIAL'S OFFICE (CONTRACTING AUTHORITY)</p>  <p style="text-align: center;"><i>Abdullahi Aliou</i> Administrateur Civil Principal de Classe Exceptionnelle</p>
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DOSSIER N° 1

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REGION DU NORD- OUEST

DEPARTEMENT DE LA MENCHUM

SERVICE DES AFFAIRES ECONOMIQUES
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SERVICE FOR ECONOMIC AND
FINANCIAL AFFAIRS

DIVISIONAL TENDERS BOARD

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE NORMALE

N° 0 ¹7ONIT/E28/SEFA/DTB/MCH/2026 ~~08~~ ^{02 MARS 2026} / 2026 POUR LES TRAVAUX DE

CONSTRUCTION D'UNE CLOTURE DE LA GUERITE AUTOUR DE (35m x 35m) DE LA
DELEGATION DEPARTEMENTALE, DE MINTOUL, DEPARTEMENT DE LA MENCHUM,
REGION DU NORD-OUEST.

1- Objet de l'appel d'offres :

Dans le cadre du Budget d'Investissement Public (BIP) 2026, le Préfet de la Menchum, (Autorité Contractante) représentant l'Etat du Cameroun lance un avis d'appel d'offres national ouvert en procedure normale

d'une cloture autour de la Delegation Departementale de MINTOUL, Département de la Menchum, Région du Nord-Ouest.

2- Consistance des travaux/ Nature du service

Les travaux objets du présent appel d'offres concerneront la Construction d'une autour de la Delegation Departementale de MINTOUL, Département de la Menchum, Région du Nord-Ouest.

. Les travaux et le service requis sont détails des descriptions mentionnées dans le cadre du détail estimatif.

3- Délai d'exécution :

Le délai maximum prévu par le **Maitre d'Ouvrage** pour l'exécution des travaux du présent appel d'offre est de **quatre-vingt-dix (90) jours** continus à partir du jour de la notification de l'ordre de service pour le démarrage.

4- Allotissement :

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

Lot	Travaux	Localité
1	Construction d'une cloture de la querite autour de la Delegation Departementale de MINTOUL	Departement De La Menchum, Region Du Nord- Ouest

5- Coût prévisionnel

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

Lot	Travaux	Localité	Coût prévisionnel
1	Construction d'une clôture autour de la Delegation Departementale de MINTOUL	Departement De La Menchum, Region Du Nord- Ouest	25 000 000 FCFA

6- Participation et origine :

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

7- Financement :

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

Lot	Ministère	Maitre d'Ouvrage	Travaux	Coût prévisionnel	N° de l'autorisation de dépense	
1	MINTOUL	Delegue Departementale	Construction d'une autour de la Delegation Departementale de MINTOUL	25 000 000 FCFA	N° JB02304	60 23 262 145 64002 0860522117

8- Cautionnement provisoire (Garanties de soumission)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du ce dossier d'appel d'offres et valable pendant soixante (60) jours au-delà de la date originale de validité des offres.

Lot	Travaux	Localité	Coût prévisionnel	Cautionnement provisoire	Prix d'achat du DAO
1	Construction d'une clôture et de la querite autour de la Delegation Departementale de MINTOUL	Departement De La Menchum, Region Du Nord- Ouest	25 000 000 FCFA	500 000 FCFA	50 000 FCFA

9- Consultation du dossier d'appel d'offres :

Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractante (Service des affaires économiques et financières) pendant les heures ouvrables dans la Préfecture de Wum ou via la platform COLEPS.

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

Le dossier peut être obtenu dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant pendant les heures ouvrables dans la Préfecture de Wum. Le dossier sera obtenu contre versement d'une somme non remboursable de **cinq quante mille (50,000)** francs CFA payable dans un trésor public.

11- Remise des offres :

Chaque offre rédigée en français ou en anglais sera signé par le soumissionnaire ou son Représentant dument autorisé et présenté **Un (01) original comme tels** de A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Les offres seront remises étant dans une enveloppe externe fermée au **service de passation des marches** dans la Préfecture de Wum au plus tard le **01/04/2026** à **10 heures (heure locale)**. Cette enveloppe externe devra être adressée à l'Autorité Contractante portant la mention : via la platform COLEPS.

AVIS D'APPEL D'OFFRES NATIONAL OUVERT EN PROCEDURE NORMALE
N° 01/ONIT/E28/SEFA/DTB/MCH/2026 OF 02 / MARS 2026 POUR LES TRAVAUX DE
CONSTRUCTION D'UNE CLOTURE ET DE LA QUERITE AUTOUR DE (35m x 35m) DE LA
DELEGATION DEPARTEMENTALE, DE MINTOUL, DEPARTEMENT DE LA MENCHUM,
REGION DU NORD-OUEST

“A N’OUVRIR QU’EN SÉANCE DE DEPOUILLEMENT”

12 - Admissibilités des offres

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

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

NB: Pendant l'installation de l'attributaire au site de la construction, il sera obligé de présenter les originaux des documents respectifs pour une vérification stricte de leurs authenticités

13- Ouverture des plis :

L'ouverture des plis sera faite par la Commission de passation des marchés en une seule phase le 01/04/2026 à 11 heures heure locale dans la salle conférence présidé par Président de la commission de passation des marchés situé à la Préfecture de Wum. Seul les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et de la réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l'ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

14- Critères d'évaluation :

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

Les offres seront évaluées selon des conditions suivantes.

A) Critères éliminatoires

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes,
- Enveloppes externes ayant les signes d'identification des soumissionnaires,
- Absence de cautionnement provisoire ou cautionnement provisoire non délivrée directement au nom du soumissionnaire par une banque de premier ordre agréée par le Ministère chargé des Finances (CDEC)

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

- Délai d'exécution plus long que prescrit dans l'Appel d'Offres
- Note technique inférieure à 75% au niveau de l'évaluation administrative et technique
- Omission dans le bordereau des prix ou d'un prix unitaire dans le dossier financier.

B) Critères essentiels

Ils sont les modalités clés ou primordiales pour le jugement de la capacité technique et financière des candidats pour exécuter les tâches faisant objet de l'appel d'offres. Ils sont déterminés tenant compte de nature et contenant des tâches à exécuter. Donc, dans l'évaluation des :

(i) Dossier techniques, elle sera binaire (OUI ou NON) basée sur la distribution des points suivant :

CRITERE	POINTS
PRESENTATION GENERALE DE L'OFFRE	6
LES REFERENCES DE L'ENTREPRISE	9
LA QUALITE DU PERSONNEL D'ENCADREMENT DE L'ENTREPRISE	9
LE MATERIEL DE CHANTIER A MOBILISER	5
METHODOLOGIE ET EXECUTION DES TRAVAUX	11
TOTAL	40

Remarque :

- Seules les entreprises ayant obtenu au moins 75% de la notation sur la Secondaire des dossiers administratif et technique seront retenues pour l'étape II ;
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

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

15. Durée de validité des offres

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

16- Attribution:

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

17. Les Renseignements Complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service communale de Passation des Marchés situé à la Préfecture de Wum

18- Additif à l'appel D'offres:

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

Wum, le 02 MARS 2020

Ampliations: <ul style="list-style-type: none">- Président, CPM Menchum.- ARMP Bamenda (pour publication et archivage)- DD de MINMAP Menchum- CRTV- Radios locales pour faciliter la publicité- Tableau d'affichage	<p>Le Préfet de la Menchum (Autorité Contractante)</p>  <p><i>Abdoulkhalil Alicu</i> Administrateur Civil Principal de Classe Exceptionnelle</p>
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DOCUMENT N° 02

GENERAL REGULATIONS OF THE INVITATION TO TENDER

A-GENERALITIES

Article 01: SCOPE OF THE INVITATION TO TENDER

- (a) **CONTRACTING AUTHORITY** as defined in the Special Regulations of the invitation to tender ("RPAO") is the **THE SENIOR DIVISIONAL OFFICER OF MENCHUM** who shall be in charge of launching the tenders file. The name, the reference number and the number of lots contained in the invitation to tenders are found in the Special Regulations of the invitation to tender.
- (b) **SUCCESSFUL BIDDER** shall be the company to which the contract shall be awarded. This company shall have to execute and finish the tasks defined in the Special Regulations of the invitation to tender within the deadline spelled out in the service order notifying when to start execution, except modified by the Special Administrative conditions ("*CCAP*") of the Invitation to Tender.
- (c) **DAY** in this tender file shall mean a **calendar day**.

Article 02: FINANCING

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

Article 03: FRAUD AND CORRUPTION

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

a) The following definitions shall be admitted:

- i) Shall be guilty of "**corruption**" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii) Is involved in "**fraudulent manoeuvres**" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii) "**Collusive practices**" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
- iv) "**Coercive practices**" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

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

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

Article 04: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in construction accompanied by the necessary legal and financial autonomy and must not have been excluded from bidding for public contracts as well as managed according to commercial laws and not under the direct supervisory authority of the Contracting Authority or Project Owner. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict

of interest, subject to disqualification. A potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he: -

- (a) Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this Invitation to Tender.
- (b) Presents more than one bid within the context of Invitation to Tender, except authorised variants, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- (c) And the Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts

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

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

Article 06: QUALIFICATION OF BIDDERS

- (a) As an integral part of their bid, bidders must:
 - (i) Submit a power of attorney making the signatory of the bid bound by the bid; and
 - (ii) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- The production of certified balance sheets and recent turnovers
 - Access to a line of credit or availability of other financial resources
 - Orders acquired and contracts awarded
 - Pending litigations
 - Availability of indispensable equipment
- (b) Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions: -
 - The bid must include all the information listed in paragraph 1 above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group
 - The bid and the contract must be signed in a way that is binding on all members of the group
 - The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form
 - The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the contract
 - In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting
 - (c) Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender

Article 07: SITE VISIT

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

incurred from the visit. The Project Owner may organise a visit of the project site during the preparatory meeting for the building of offers.

B-TENDERS FILE

Article 08: CONTENT OF THE TENDER FILE

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

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

Article 09: CLARIFICATIONS ON THE TENDER FILE

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

**THE CONTRACTING AUTHORITY
SENIOR DIVISIONAL OFFICIAL**



Abdoullahi Aliou
Administrateur Civil Principal
de Classe Exceptionnelle

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

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

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

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

The Contracting Authority may at any moment, prior to the deadline for the submission of bids and for any reason, be it at his initiative or in reply to a request for clarification formulated by a bidder, amend the Tender File by publishing an addendum while publishing the amendment which now constitutes the integral part of the tenders file and must be communicated to all the companies that purchased the tenders file to give room for bidders to prepare their offers. The Contracting Authority may postpone the deadline of submission as long as he deems necessary

C-PREPARATION OF BIDS

Article 11: TENDER FEES

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

Article 12: LANGUAGE OF THE BIDS

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

Article 13: PRESENTATION AND CONTENT OF BIDS

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

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

OPEN NATIONAL INVITATION TO TENDER BY NORMALPROCEDURE
NO 0 1/ONIT/E28/SEFA/DTB/MCH/2026 OF 02 MARS 2026 FOR THE
CONSTRUCTION OF A FENCE OF (35m x 35m) AND A GUARD HOUSE ROUND
THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE FOR,
MENCHUM DIVISION NORTH WEST REGION.

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

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

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

i) all documents attesting that the bidder:

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

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

b. Envelop B: Technical bid shall include: -

- (i) *Information on qualification*- The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in the Special Regulations of the invitation to tender
- (ii) *Methodology*- The Special Conditions of the invitation to tender specify the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc
- (iii) *Proof of acceptance of conditions of the contract*- The bidder shall submit duly initialled copies of the Special Administrative Conditions (SAC) and Special Technical Conditions (STC) relating to the contract.
- (iv) *Commentaries (optional)*- commentary on the technical choices of the project and possible proposals

c. Envelop C: Financial bid:

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

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

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

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

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

**THE CONTRACTING AUTHORITY
SENIOR DIVISIONAL OFFICIAL**

OPEN NATIONAL INVITATION TO TENDER BY NORMALPROCEDURE

NO 0¹/ONIT/E28/SEFA/DTB/MCH/2026 OF 2 MARS/2026 FOR THE
CONSTRUCTION OF A FENCE OF (35m x 35m) AND A GUARD HOUSE ROUND
THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE FOR,
MENCHUM DIVISION NORTH WEST REGION.

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

Note should be taken that: -

- (a) Envelopes bearing any other inscriptions shall be simply rejected*
- (b) The Contracting Authority bears no responsibility for any missing document and/or premature opening of offers if the external envelop is submitted not sealed by the bidder.*
- (c) During calculation of prices:*
 - The amount shall be calculated on the bases of variable prices. The bidder shall fill, in words and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his offer for each item.*
 - The bidder shall express the prices in the Price Elaboration Schedule (PES) and Bill of quantities and cost estimates (BQCE) in francs CFA excluding taxes before adding the taxes to the BQCE only. The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.*
 - The eventual calculation errors shall be corrected by the Committee for Analysis and the amount altered if necessary without any complaints from the bidder.*
 - A unit price which shall be the price of an element of a good or service, of a type or an item of work, the quantities of which are estimates in the contract shall be calculated in Francs CFA and furnished in figures and in words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA*
 - As this invitation to tender will consist of a contract whose duration of execution is not more than one (01) year, it shall not be subject to price revision.*
 - It shall be forbidden to introduce a price revision clause by way of additional clause in the contract awarded on the basis of a firm price.*

Article 14: AMOUNT OF THE BID

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

- (a) The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- (b) Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- (c) If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- (d) All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tenders file.

Article 15: CURRENCY OF BID AND PAYMENT

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

Article 16: VALIDITY OF BID

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

Remarks:

- Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.
- Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

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

Article 17: BID BOND

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

- (a) Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- (b) The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- (c) The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- (d) The bid bond may be seized:
 - (i) if the bidder withdraws his bid during the period of validity;
 - (ii) if the retained bidder:
 - fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - Fails in his obligation to furnish the required final bond in application of the. General Regulations
 - Refuses to receive notification of the Administrative Order to commence execution.

Article 18: VARYING PROPOSALS BY BIDDERS

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

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

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

Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT

Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations. The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.

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

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

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

Article 20: FORM AND SIGNATURE OF BIDS

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

D-SUBMISSION OF BIDS

Article 21: SEALING AND MARKING OF BIDS

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

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

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

Remark: If the external envelope is not sealed and marked as indicated in Article 21 here above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

Article 22: DATE AND TIME LIMIT FOR SUBMISSION OF BIDS

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

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

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

Article 23: OUT OF TIME-LIMIT BIDS

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

Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

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

- (a) Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- (b) In application of paragraph 1, bids being requested to be withdrawn by bidders shall be returned to them unopened.
- (c) No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The notification must be signed by the person mandated to sign for the bidder. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription “WITHDRAWAL” and “REPLACEMENT OFFER” or “MODIFICATION”. The notification of the modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids. Bids being requested to be withdrawn by bidders shall not be opened before returning to them.

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

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

E- OPENING AND EVALUATION OF BIDS

Article 25: OPENING OF BIDS AND PETITIONS

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

Firstly, envelopes marked “WITHDRAWAL” shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked “REPLACEMENT BID” are opened and announced to the hearing of everyone and

the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "MODIFICATION" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. It is important to note that: -

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

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

Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE

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

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

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

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

Article 28: DETERMINATION OF COMPLIANCE OF BIDS

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

- i) which substantially limits the scope, quality or realisation of the works;

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

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

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

During evaluation, the committee concerned shall: -

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

Hence, the committee in charge of evaluation shall: -

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

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

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

Article 29: QUALIFICATION OF THE BIDDER

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

Article 30: CORRECTION OF ERRORS

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

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

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

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

Article 31: CONVERSION INTO A SINGLE CURRENCY

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

Article 32: EVALUATION AND COMPARISON OF FINANCIAL BIDS

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

- a) By correcting any possible error in accordance with the provisions of the General Regulations;
- b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of the General Regulations (GAC) and the Special Regulations (SAC) by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

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

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

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

Article 34: AWARD OF CONTRACT

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

- * The preparation, thorough verification and awarding of the contract according to the rules and procedures defined by the legislation in force for Public contracts to enable effective execution.

- * The winner shall be notified through his official address or public media. He/she shall in two (02) days fulfil the formalities related to the awards, especially to submit at least five (05) copies of the proposed contract to the office of the Contracting Authority for transmission to the tenders Board for study and observations in order for the final version to be established, into which the winner shall enter and be signed by the Contracting Authority after the finance visa.

NB:

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

Article 35: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

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

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

Remarks:

- (a) After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- (b) After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- (c) In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. **It must take place within a maximum deadline of five (5) working days after the publication of the results.**

Article 36: NOTIFICATION OF AN AWARD OF CONTRACT

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

Article 37: SIGNING OF THE CONTRACT

The Contracting Authority has a deadline of **seven (7) days** to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts. As well, the Contracting Authority must be notified the successful bidder of the signed contract within five (5) days of its date of signature.

Article 38: FINAL BOND

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

REMARK:

- (a) Bid bond to be released to the Contractor upon a written request addressed to the Contracting Authority can only take place after when the contractor must have proven with attestation for having furnished the Project Owner with a final bond and/or after the start-off advance is refunded.
- (b) The final bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- (c) Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- (d) Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Article 39: ADDITIONAL INFORMATION

This includes the facts that: -

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

**SENIOR DIVISIONAL OFFICIAL
(CONTRACTING AUTHORITY)**

DOCUMENT N° 03

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

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

ARTICLE 01: DEFINITION OF WORKS

The works involved in the execution of the project shall consist of a number of tasks for the **CONSTRUCTION OF A FENCE AND A GUARD HOUSE ROUND THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE FOR, MENCHUM DIVISION NORTH WEST REGION** With the specifications as in the Special Technical Conditions and in the Bill of quantities and cost estimates. The Contracting Authority concerned in this invitation to tender shall be the **Senior Divisional Officer for Menchum**. The reference of this tenders file is

OPEN NATIONAL INVITATION TO TENDER BY NORMAL PROCEDURE

NO 0 1 /ONIT/E28/SEFA/DTB/MCH/2026 OF 07 MARS 2026 /2026 FOR THE CONSTRUCTION OF A FENCE OF (35m x 35m) AND A GUARD HOUSE ROUND THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE FOR, MENCHUM DIVISION NORTH WEST REGION

ARTICLE 02: EXECUTION DEADLINE

The execution deadline for this project shall be **ninety (90) calendar days**, counting in function of the date of notification of the service order to start execution. Hence, bids shall be evaluated on the basis of an execution deadline of the tasks involved between a minimum and maximum ninety calendar days. The evaluation method features in the General Regulations. The execution deadline proposed by the preferred bidder shall become the contractual execution deadline. For this reason, the provisions of this article are such that the **Divisional Delegation for Tourism and Leisure** expects net advantages of shorter execution deadline.

ARTICLE 03: SOURCE OF FINANCING

The source of funding for the project shall be the **MINTOUL of the Republic of Cameroon** imputed under the budgetary supervision of the **Ministry of Tourism and Leisure** and assigned to the **Divisional Delegation for Tourism and Leisure in Menchum, North West Region**.

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

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

ARTICLE 05: PRESENTATION AND CONTENT OF BIDS

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

1. ENVELOPE A-Administrative documents

Administrative documents attest that the bidder: -

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

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

- A1. The declaration of intention to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1500 FCFA. *(see Model Form N° 01 for the format)*
- A2. A Treasury Receipt showing the payment for the tender fee **fifty thousand (50,000) FCFA**.
- A3. An attestation of a bank account in the name of the company (enterprise).
- A4. The original copy of a bid security issued by CDEC in bidder's name (Bank caution/bid bond) of **Five Hundred thousand (500,000) FCFA** from a bank accredited by the Ministry of Finance and recognised by COBAC ("Commission Bancaire pour l'Afrique Central") *(see Model Form N° 04 for format)*.
- A5. A certified copy of Tax payer's card *(must bear the current tax regime of the bidder)*.
- A6. A certified copy of current Business Licence (2026 "Patente") with a turnover up to or above the amount of the contract TTC *(with tax regime same as in Tax payer's card) (not necessary)*
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit)
- A8. An original certificate of tax assessment certifying that the bidder owes no taxes
- A9. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions
- A10. A certified copy of certificate of incorporation
- A11. An original Certificate of non exclusion from the public contracts by the Regulatory Organ of Public Contracts (ARMP)
- A12. Copy of bank transaction of the company for the past three months (Historique) with same bank that issues the bid bond
- A13. **An original attestation of site visit signed by the Managing Director of the enterprise see Model Form N° 13 for format**
- A14. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise
- A15. The Special Tender Regulations initialled and signed on the last page.
- A16. The Special Administrative clauses initialled and signed on the last page
- A17. Power of attorney where necessary
- A18. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises

2. ENVELOPE B-Technical Documents

Technical offer will contain: -

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

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

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job <i>(See Model form N° 12 for format)</i>	Attach certified copies of title deeds, receipts, etc. <i>NB- The equipment and tools must be present at the site during each phase of the execution</i>
B2	Personnel list	It shall contain: ☞ Works Supervisor: At least a Senior Civil Engineering Technician with at least 3 years' experience in the field of construction or Civil Engineering	Attach for each person a CV <i>(signed and dated by the individual)</i> as well as a certified copy of highest diploma of each person concerned. Key Personnel

		<p>Technician experience with at least 5 years' in the building sector.</p> <p>☞ Foreman: At least a BAC F4 holder or equivalence with at least 7 years' experience in the domain of building construction.</p>	<p>shall include the Works Supervisor Works Foreman and other dependent on the bids of the candidate.</p> <p>NB-All key personnel must present commitment of availability duly signed & certified by the National Security Service (see Model Forms N° 8 & N° 9 for formats)</p>
B3	Methodology/ Organisation of works	<p>Bids shall be assessed based on the technical understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise (<i>methodology of execution, work schedule, site installation, supply of materials, works to be sub-contracted, to the use of local manpower, HIMO etc</i>)</p>	<p>Date, signature and stamp of bidder at the end of document</p>
B4	Sub-contracting	<p>Information on the sub-contractor (equipment, personnel, references, etc)</p>	<p>Date and signature of sub-contractor (only 30% of the contract can be subcontracted)</p>
B5	Site visit report	<p>Site visit report containing coloured picture(s) of the Representative of the company conspicuously seen on site</p>	<p>Dated and co-signed by the Managing Director and Works Supervisor of the company (<i>see Model form N° 14 for format</i>).</p>
B6	References of the enterprise.	<p>List of similar jobs executed in the last three (03) years by the enterprise and/or other civil engineering works realised.</p>	<p>Amount of works, copies of (1st and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. (<i>see Model form N° 11 for format</i>)</p>
B7	Technical specifications	<p>Provided in tender file.</p>	<p>Initialed on every page and signed and stamp on the last page</p>

3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender letter	<p>Format to be completed and tender amount inserted.</p>	<p>Signature, date and stamp of bidder. (<i>see Model Form N° 02 for format</i>)</p>
C2	Unit price schedule	<p>Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures</p>	<p>Initials on every page and signed on last page. All pages must be stamped with enterprise official stamp.</p>
C3	Bill of Quantities and Cost Estimates	<p>Detailed cost estimates of the works.</p>	<p>Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.</p>
C4	Sub detail of unit prices	<p>Format to be completed showing detail breakdown of prices.</p>	<p>Initials and stamped on every page</p>
C5	Financial capability	<p>Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC</p>	<p>Date and signature of bank Manager in charge.</p>

Note:

- Plans provided with tender file should not be submitted.
- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- In case of offers for many lots for same invitation to tender, the bidder shall indicate the rebates he is capable of offering in case of an award for more than one lot.

ARTICLE 06: SUBMISSION OF BIDS (OFFERS)

Each offer written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in **one (01) original** labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach the **Divisional office for Menchum**, Service in charge of contracts award not later than / /2026_ at 10 am local time. The sealed external envelope shall be free of all identification marks, failing without which it shall be rejected.

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

**OPEN NATIONAL INVITATION TO TENDER BY NORMALPROCEDURE
NO 0 1 /ONITE/E28/SEFA/DTB/MCH/2026 OF 02 MARS 2026 FOR THE
CONSTRUCTION OF A FENCE OF (35m x 35m) AND A GUARD HOUSE
ROUND THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE
FOR, MENCHUM DIVISION NORTH WEST REGION
(To be opened only during the bids opening session of the Tenders Board)**

ARTICLE 07: ADMISSIBILTY OF BIDS:

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

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

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

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

ARTICLE 08: OPENING OF BIDS (OFFERS):

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

ARTICLE 09: EVALUATION CRITERIA

They include: -

(a) Eliminatory criteria

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

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance (CDEC)

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

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than 75% (*non-respect of 75% of the essential criteria*);
- Absence of quantified unit price (*omission of a unit price in the financial bid*).

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

(b) Essential criteria

They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of: -

(i) Technical documents, the evaluation shall be binary (YES or NO) on the level of fulfilment of the criteria based on the following distribution of points:

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	6
EXPERIENCE OF THE COMPANY	9
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	9
TECHNICAL EQUIPMENT	5
METHODOLOGY FOR THE EXECUTION OF WORKS	11
TOTAL	40

NB:

- Any Bid that shall not obtain 75% evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).

-See Model Form N° 15 for evaluation grid

The essential criteria are as in the table below: -

GENERAL PRESENTATION OF THE BIDS	<ul style="list-style-type: none"> - Table of content - Presentation of all documents in required order - Clarity of the documents - Availability of colour separators - Quality of the binding (<i>spiral binding or slot with transparent fly-leaf on front cover recommended</i>) - Special Administrative and Technical Conditions present
EXPERIENCE OF THE	<ul style="list-style-type: none"> - List of contracts realised successfully in similar domain in the last 3years - At least ¼ of them in construction domain

<p style="text-align: center;">CONTRACTOR</p> <p><i>See Model form N° 11 for format</i></p>	<ul style="list-style-type: none"> - Copies (first and last pages) of at least 3 of the contracts (<i>Jobbing Orders</i>) - At least 3 copies of minutes of provisional acceptance present, - At least 2 copies of minutes of final acceptance present <p><i>That is, Bidder's experience with similar works.</i></p>
<p style="text-align: center;">QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY</p> <p>NB-All key personnel must present commitments of availability duly signed & certified by the personnel concerned</p> <p><i>See Model forms N° 8 & Form N° 9 for format</i></p>	<ul style="list-style-type: none"> - Company's organizational chart - Project's organizational chart - List of personnel deployed to the project with works Supervisor being at least Senior Civil Engineering Technician with at least 3 years' experience or Civil Engineering Technician experience with at least 5 years' in the field of construction - Foreman being at least BAC F4 (GCE 'A' level Technical) in construction or equivalent with at least 7 years' experience in the domain of construction. - Certified copies of certificate(s) or diplomas of at least the key personnel (Supervisor and Foreman) relevant to the works concerned - Curriculum Vitae (CV) of the above personnel signed and dated by the individuals respectively (<i>see Model Form N° 10 for format</i>). - Commitment forms of Supervisor and Foreman (<i>see Model Form N° 09 for format</i>). <p><i>That is, Qualification, skills and professional experience of key personnel relevant to the works.</i></p>
<p style="text-align: center;">TECHNICAL EQUIPMENT</p> <p>NB- These equipments and tools must be present at the site before and during each phase</p> <p><i>See Model form N° 12 for format</i></p>	<ul style="list-style-type: none"> - The list of equipment for the project - List of tools for the project - Proof of ownership or performance invoices that are to be hired. - Description of equipment (giving mark, registration, etc) - Evidence of normal functioning of equipment - A statement of present location of equipment <p><i>That is, Compliance with technical specifications of the tender file as well as equipments and tools vital for the execution of the works.</i></p>
<p style="text-align: center;">METHODOLOGY FOR THE EXECUTION OF WORKS</p>	<ul style="list-style-type: none"> - Description of the organization of worksite and methods of execution of works with technical details - The planning (schedule of the execution of works) - Site visit attestation (<i>see Model Form N° 13 for format</i>). - Site visit report (<i>see Model Form N° 14 for format</i>). - The duration for the execution of the works - Environmental protection - Security measures on site - Appropriate technical specifications <p><i>That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.</i></p>

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

ARTICLE 10: VALIDITY OF OFFERS:

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

ARTICLE 11: AWARD OF THE CONTRACT:

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

ARTICLE 12: COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the **Senior Divisional Officer's office Menchum**

ARTICLE 13: AMENDMENT TO THE INVITATION TO TENDER:

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

Wum, the 02 MARS 2026

<p>Copies:</p> <ul style="list-style-type: none">- CHAIRMAN, Divisional tenders board Menchum- Divisional delegation of public contracts Menchum- ARMP Bamenda (for publication and filing)- CRTV/ Wum community Radio House to facilitate publicity- BILL BOARDS- CHRONO	<p>The Senior Divisional Officer of Menchum (Contracting Authority)</p>
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DOCUMENT N° 04

THE SPECIAL ADMINISTRATIVE CONDITIONS

CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS	
CHAPTER I	GENERAL PROVISIONS
Article 1	Purpose of the Invitation to tender
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the Invitation to tender
Article 5	Funding
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THE SPECIAL ADMINISTRATIVE CONDITIONS

CHAPTER I: GENERAL PROVISIONS

Article 1: Subject of tender

The **Senior Divisional Officer of Menchum**, Contracting Authority, launches on behalf of the Republic of Cameroon, an open national invitation to tender for the execution of works **FOR THE CONSTRUCTION OF A FENCE AND A GUARD HOUSE ROUND THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE FOR, MENCHUM DIVISION NORTH WEST REGION.**

Article 2: Award procedure

OPEN NATIONAL INVITATION TO TENDER BY NORMAL PROCEDURE
NO 0 1/ONIT/E28/SEFA/DTB/MCH/2026 OF / /2026 FOR THE CONSTRUCTION
OF A FENCE OF (35m x 35m) AND A GUARD HOUSE ROUND THE DIVISIONAL
DELEGATION FOR TOURISM AND LEISURE FOR, MENCHUM DIVISION NORTH WEST
REGION

Article 3: Definitions and duties

1 General definition:

- The Contracting Authority shall be **the Senior Divisional Officer of Menchum**; 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 Project owner shall be **the Divisional Delegate for MINTOUL**
- The Authorizing Officer shall be **the Divisional Delegate for MINTOUL**

The Contract Managers shall be **a staff of the Divisional Delegation for tourism and Leisure for Menchum**, hereinafter referred to as the Contract Manager; He shall ensure the respect of the administrative, technical, financial conditions and contractual time limits.

- The Contract Engineer shall be **Divisional Delegate of Public Works Menchum**, hereinafter referred to as the Engineer.
 - The authority in charge with the external control of the execution of the contract shall be, **the Divisional Delegate of Public Contracts Menchum Division**
 - The Project Manager of this contract or the Control Mission shall be **the chief of technical service at the Divisional delegation of Public Works** hereinafter referred to as the Project Manager;
 - The payment body charge with the payments is **Divisional Treasurer of Menchum**;
- The contractor is _____
- The competent tender's board is the **Divisional Tender's Board Menchum**.

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 Code des Marches Publics.

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

- Authorizing authority: Divisional Delegate for MINTOUL Menchum;
- Authority responsible for the liquidation of expenses for monthly accounts: the DT Wum;
- The paying agency is the Divisional treasury Menchum;
- Officials competent to provide the information listed in Article 79 of the aforementioned decree:

The collateral is subject to the rules applicable in this matter to public procurement of the State.

3.3: - RESPONSIBILITIES OF THE PROJECT MANAGER

The Project Manager is responsible for having the work performed satisfactorily in accordance with the contractual provisions and the rules of the art.

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 Manager is competent to prepare and sign technical service orders.

At the request of the Co-contractor or the Project Manager, 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 supplier 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 supplier'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. 033 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:

- Law N° 96/12 of 5th August 1996 relating to the framework law on environmental management;
- Decree No.2002/030 of 28th January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards; Modified by Decree N^o. 2018/366 of 20th June 2018 to lay down the Public Contracts Code;
- Order N° 093/CAB/PM of 5th November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16th April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree N^o. 2018/366 of 20th June 2018 to lay down the Public Contracts Code;
- Circular N° 004/CAB/PM of 30th December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13th February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31st January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Order N° 22/CAB/PM of 2nd February 2011 to lay down conditions for the recruitment Individual consultants;
- Decree N°2012/076 of 8th March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23rd February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;
- Circular letter N°001/CAB/PR of 19th June 2012 relative to the award and the control of the execution of public contracts.
- Letter N° 0005193/L/PR/MINMAP/CAB of 24th October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N° 038 CAB/PM of 15th May 2014 putting in force model tender files for the award of public contracts.
- Circular letter N° 00004077/LC/MINMAP/CAB of 23rd July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.
- Circular N° 0001877/C/MINFI of 31st December 2025 bearing instructions relating to the execution of Finance Laws, the Monitoring and Control of the execution of the Budget of the State, Administrative Public Establishments, Regional & Local Authorities & other Subsidized Bodies for the 2026 Financial Year.
- Norms in force in the Republic of Cameroon and Other texts specific to contracting fields

Other instruments specific to the domain concerned with the Contract

Article 7: Communication

7.1 THE CONTRACTOR DOMICILLIATION

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 Order of Service to begin the work, all notifications related to the contract will be valid when they have been made at the COUNCIL OF THE RESIDENT OF THE CONTRACT ENGINEER

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 establish and notified as follows

- 8.1 The Administrative Order to start execution of works shall be signed by the **Project owner 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.

NB All documents generated during award and execution process should be given to MINMAP.

ARTICLE 9: - CONDITIONAL WRAPPING CONTRACT

9.1 The contract is not conditional; however, it should be stressed that the task to be accomplish is the **CONSTRUCTION OF A FENCE AND A GUARD HOUSE ROUND THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE FOR, MENCHUM DIVISION NORTH WEST REGION.**

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 guaranteeing 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 THREE PERCENT (3%) 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), _____ FCFA 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 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 AT _____.

- a. For payments in CFA francs either (amount in figures and letters exclusive of VAT), by credit to account No. _____ opened in _____ 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, labour, 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 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 PROJECT OWNER 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 (01 stamped original), 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 reduction by the Contracting Authority and paid directly into the Public Treasury.

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;

- 5.5% paid to the Public Treasury by Contracting Authority in respect of the IR (Income Tax) owed by the other party and deducted at source.

21.3.6 The Project Manager will check the BILLS for validation or make corrections. He will forward them to the CONTRACT Engineer 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 15th of the month at the latest.

Payments will be made by the DT Wum 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 CONTRACTS 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 CONTRACTS 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 / 2000th of the total amount of the CONTRACT per calendar day of delay from the first (1st) to the thirtieth (30th) day.

- 1 / 1000th of the total amount of the CONTRACT per calendar day of delay beyond the thirtieth (30th) 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 delivery 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 Said 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 delivery of penalties may be pronounced by the PROJECT OWNER only after favorable opinion of the Government CONTRACT Regulatory Agency.

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

ARTICLE 24 REGULATION 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.

After the acceptance of the works, the Project Manager draws up the general and definitive BILLS of the contract, which is signed by the Contractor on the one hand, the Engineer, the CONTRACT MANAGER 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 ° 2003/651 / PM of April 16th, 2003 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 03 months (90 CALENDAR DAYS).

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:

- Site Installation
- Transportation of Equipment to and From Site
- Geotechnical Studies
- Execution Program and As Executed Report
- Clearing and Cleaning around the Building
- Excavation of foundation footings for the fence
- Excavation of bad soil (2m) around the fence
- Backfilling and compaction of the fence with laterite obtained from borrow pit
- Hard core with dry stone parking to Stabilize the base of foundation
- Reinforced concrete for Footings, pillars, Beams and Pier Caps dosed at 350kg/m³
- Reinforced Concrete Deck dosed at 400kg/m³
- Reinforced Concrete beams of rod18 for the main beams
- Reinforced Concrete beams of rod 16 for the secondary beams (entretoises)

- Wheep holes
- Drainage Pipes on R.C. Deck
- Mixed Reinforced Concrete Steel Hand rails
- Painting
- Supply and installation of vertical wooden signalisation (balises)
- Triangular signalisation boards
- Road Deviation
- Labelisation boards (metallic)
- Sensitization of the management committee on the maintainance and risk hazards
- Planting of vetiver grass on all backfilled flanks of the bridge.

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 CO-CONTRACTOR

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 (03) 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 CV of the Site ENGINEER and the copy of his diploma;
- 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: Acceptance

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 Manager with a copy to the CONTRACT Engineer and 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:

- Contracting Authority----- Member
- The Project Owner----- Chairperson
- The chief of service for the contract----- Member
- The Project (Contract) Engineer----- Secretary
- The Contractor ----- Member
- DD MINMAP or Representative -----Observer
- The village Chief or RepresentativeObserver, *if need be*

Remark: *A report on the provisional reception shall be prepared by the Secretary on the site and signed by a minimum of 2/3 the members on the site.*

41.2.3 The aforementioned members and the contractor are summoned, by mail from 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 ENGINEER, 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 Contractor shall take an engagement to execute the project with the materials he proposes and to respect all the technical norms in force.

In case of an accident leading to the abandonment of the project, the Contractor may be compelled to another project near the previous site, except the geologic conditions are abnormally unfavorable. The Contractor shall not be entitled to any remuneration for the abandoned project.

The obligations of the Contractor during the guarantee period consist of changing, or repairing the worn out parts or those that have been damaged due to an error by the manufacturer.

Article 44: Final acceptance

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

The Committee shall be made up the same personalities as in case for provisional acceptance among which the **representation of MINMAP is an observer**

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

- Refusal of acceptance of works because of reserves identified;
- Acceptance of works without reserve.
- In case of refusal, a time limit shall be given by the committee, during which the contractor shall accomplish the reserves and request the Project Engineer to off-lift of the reserves for a new acceptance to be carried out.

Remark: An acceptance report shall be prepared by the Project engineer on the site and signed at least by 2/3 the members on site as 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 Delegated Contracting Authority;
- failure of the Administration's co-contractor duly noted and notified to the latter by the Contracting Authority to the Delegated Contracting Authority;
- non-compliance with labour 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 manoeuvres 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 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 CONTRACTS 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 N° 05

THE SPECIAL TECHNICAL CONDITIONS

TECHNICAL SPECIFICATIONS FOR EXECUTION

This technical description of estimates is intended to define the content of **THE CONSTRUCTION OF A FENCE AND A GUARD HOUSE ROUND THE DIVISIONAL DELEGATION FOR TOURISM AND LEISURE FOR, MENCHUM DIVISION NORTH WEST REGION.**

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

Description of tasks

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

- Site Installation
- Transportation of Equipment to and From Site
- Geotechnical Studies
- Execution Program and As Executed Report
- Clearing and Cleaning around the Bridge
- Cleaning of the Water Course
- Excavation of footings for Abutment and Wing Walls
- Excavation of bad soil (2m) around the abutment and Wing Wall
- Backfilling and compaction of the bridge with laterite obtained from borrow pit
- Hard core with dry stone parking to Stabilize the base of foundation
- Reinforced concrete for Footings, pillars, Beams and Pier Caps dosed at 350kg/m³
- Stone masonry concrete Abutment and Wing walls
- Reinforced Concrete Deck dosed at 400kg/m³
- Reinforced Concrete beams of rod 18 for the main beams
- Reinforced Concrete beams of rod 16 for the secondary beams (entretoises)
- Wheep holes
- Drainage Pipes on R.C. Deck
- Mixed Reinforced Concrete Steel Hand rails
- Painting
- Supply and installation of vertical wooden signalisation (balises)
- Triangular signalisation boards
- Road Deviation
- Labelisation boards (metallic)
- Sensitization of the management committee on the maintainance and risk hazards
- Planting of vetiver grass on all backfilled flanks of the bridge.

Reference documents

In the study and execution of the Jobbing Order, the successful bidder shall comply with the following:

- Statutory and regulatory instruments (laws, ordinances, decrees, orders)
- Unified technical documents (requirements, special conditions, designing rules)

- French norms approved by ARNOR
- Security rules and norms relating to public protection
- Agreements, technical opinion and recommendations of the CSTB applicable to works relating to this invitation to tender in force on the date of signature of this Jobbing Order.

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

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

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

Article 01: STRUCTURE AND EXECUTION PLANS:

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

Article 02: PRELIMINARY WORKS:

These works concern the demolition of any existing structure on the site and the evacuation of the rubbish to the public discharge, the clearing and levelling of the site where necessary. To do these, the Contractor shall obtain all the documents necessary for the realization of the Jobbing Order from the competent services concerned. He shall also make contacts with the water, electricity and telephone network authorities in case their network shall be tampered with.

Article 03: INSPECTION OF WORKSITE INSTALLATIONS:

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

- Contracting Authority----- Member
- The Project Owner----- Chairperson
- The chief of service for the contract----- Member
- The Project (Contract) Engineer----- Secretary
- The Contractor ----- Member
- DD MINMAP or Representative -----Observer
- The village Chief or RepresentativeObserver, *if need be*

Remark: *A report on the site installation shall be prepared by the Secretary on the site and signed atleast by 2/3 the members on the site.*

Article 04: PROTECTION OF STRUCTURES AND MATERIALS:

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

Article 05: PRECAUTION AGAINST ACCIDENTS:

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

Article 06: VERIFICATION OF DIMENSIONS:

The Contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The Contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the 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.

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

Article 08: ERRORS AND OMISSIONS IN THE DOCUMENTS:

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

Article 09: QUALITY AND PREPARATION OF MATERIALS

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

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

Reference of manufactured goods

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

Equivalent supplies

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

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

SAND

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

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

FINE GRAVELS

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

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

MIXING WATER

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

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

BINDERS

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

REINFORCEMENTS

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

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

WOOD

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

FORMWORK

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

In other words: -

- 1) **SITE PREPARATION:** The setting out will be in respect of the technical plans. The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate terracing (trench and other earthworks) and a good circulation. No starting of excavation will be accepted by the Project Engineer without the checking of the conformity of the setting out axes of the building.
- 2) **EXCAVATION:** - Some minimum excavation will be necessary to bring the site to a relative flat surface. The vegetable soil has to be cleared off. Excavation and leveling shall be carried out normally using dig axes, spades and sledge hammers. The minimal depth of the excavation trenches will be of 80 cm, and depending on the soil bearing capacity. Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the 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 Project Engineer. The foundation shall be excavated to obtain the hard soil where it shall resist and to bear the foundation work.

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

3) CONCRETE:

-*Ordinary concrete* specifically lean concrete shall be 5cm thick and laid all round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m³.

- *Over-site concrete* shall be 10cm thick laid over the entire floors and paved area between walls and gutters at 250kg/m³.

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

-*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/m³.

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

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

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

N ^o	STRUCTURE	SIZES	RODS	RODS	STIRRUP Spacing	DOSAGE	TYPE
		Nos	φ	Torsφ			
1	Damp proof course	4	10mm	6mm	20cm	350kg/m ³	Fe-E-40
2	Lintel (15x20)	4	8mm	6mm	20cm	350kg/m ³	Fe-E-40
3	Veranda Pillars 30x15	6	10mm	6mm	20cm	350kg/m ³	Fe-E-40
4	Wall pillars 15x15	4	10mm	6mm	20cm	350kg/m ³	Fe-E-40
5	Wall plate 15x20	4	8mm	6mm	20cm	350kg/m ³	Fe-E-40
6	Beams 15x20	4	10mm	6mm	20cm	350kg/m ³	Fe-E-40

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

Note

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

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

-Plastering: Cement mortar mix in a proportion of 400kg/m³ will be used to plaster all previously rejoined areas on all masonry and concrete works and then thinly floated by the use of sponge which is recommended to remove any unevenness. The final thickness of the plastering shall not be less than three (03cm).

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

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

Article 10: TECHNICAL REQUIREMENTS

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

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

Fire protection

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

Classification of the establishment: category 5 EOP;

Behaviour of building components in fire;

FR: fire resistant;

FB: firebreak;

FC: fire check;

½ h FR components supporting the shell of the building;

1h FC Floor;

½ FB internal partitions

Highly inflammable materials shall be avoided.

Smoke clearing

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

Emergency means

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

Article 11: PROTECTION OF THE ENVIRONMENT

The entrepreneur will propose to the 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 neighbourhood.

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

MODE OF EXECUTION OF WORKS

Article 12: STRUCTURES OF THE CONSTRUCTION SITE

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

- Developing the road and inserting some drainage structures of the of the project
- An identification board and a notice board of the building site;

- Putting up a structure containing a storehouse and an office equipped with a table and chairs where the project record and graphic documents shall be available on a permanent basis.
 - Supplying water (if possible) and guarding;
 - Any other measure for the proper running of the building site;
 - Conveyance and folding up of any material needed on the building site;
 - Dismantling and folding up of structures;
 - Their possible transfer;
 - Putting in place of means which are essential for the safety of personnel and users, especially putting signals on the building site;
 - Cleaning of premises after execution of work.
- The plan relating to setting up operations shall give all the details on the following points:
- In addition, setting up operations shall include the actual mobilization of supervisory staff, the foreman, and the charge hands among others.

Signals, safety, miscellaneous

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

Article 12: CONSTRUCTION WORKS

I- Plan of execution:

It shall be made up as follows:

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

Knowledge of the soils

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

Appraisal of the difficulties of the field

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

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

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

Site survey

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

Construction drawing

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

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

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

II- Foundations:

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

Reinforced concrete footings shall be built on 10 cm with coarse-aggregate concrete. They shall fill the excavation. After cleaning, blending concrete shall immediately be put in place so that earth should not fill the excavation.

Regulations to observe

In the construction of the structures referred to in the specifications, the Contractor shall conform to the laws, regulations, and norms in force at the moment of execution of work, notably:

- DTU No.30: framework and stairs in wood
- DTU No.40.42: Roofing large steel sheets and bands
- Norm Française (NF) P 21.202: design and assembling
- Rules CB 71: designs and design of wood frameworks.

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

CONTENT

CHAPTER I GENERAL PROVISIONS

Article 01- General

Article 02- Definition and consistency of prices

THE SCHEDULE OF UNIT PRICES

Article 01: GENERAL

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

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

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

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

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

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

ARTICLE 02: DEFINITION AND CONSISTENCY OF UNIT PRICES

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A FENCE (BOUNDARY WALL OF 35m x 35m) AND A GUARD HOUSE ROUND THE BUILDING OF THE DIVISIONAL DELEGATION OF TOURISM AND LEISURE (MINTOUL) FOR MENCHUM DIVISION OF THE NORTH WEST REGION.					
S/N	DESCRIPTION	UNIT	Q'TY	UP IN FIGURES	UP IN WORDS
Lot 100: PRELIMINARY WORKS AND STUDIES					
101	Site installation	Ls	1		
101	Production of working documents (Project execution plan and As-built plan)	Ls	1		
102	Clearing of site	m ²	560		
SUBTOTAL 100					
Lot 200: CONSTRUCTION OF FOUNDATION					
201	Excavation of trenches for foundation	m ³	34.5		
202	Blinding concrete, batched at 150kg/m ³	m ³	4.2		
203	Building of foundation with with frog filled blocks of (20x20x40)cm at 1.2m height	m ²	164		
204	RC Ground beams dosed at 350kg/m	m ³	5.25		
205	RC for foundation pillars dosed at 350kg/m ³	m ³	2.5		
206	Backfilling of trenches	m ³	40		
SUBTOTAL 200					
Lot 300: CONSTRUCTION OF FENCE WALL					
301	Building of quarry blocks (15x20x40) at 3m height.	m ²	350		
302	RC for pillars dosed at 350kg/m ³	m ³	4.32		
303	RC for the chain beam at 2m height dosed at 350kg/m ³ .	m ³	6.85		
304	RC for the capping on the block walls and capping on pillars dosed at 350kg/m ³	m ³	4.2		
305	Ordinary cement plaster on Masonry work of 250kg/m ³	m ²	715		
SUBTOTAL 300					
LOT 400: CONSTRUCTION OF A GUARD HOUSE					
401	Excavation of trenches for foundation	m ³	2.53		
402	Blinding concrete, batched at 150kg/m ³	m ³	0.2		
403	Blinding of foundation with frog filled blocks of (20x20x40)cm at 1.2m height	m ²	3.3		
404	R.C ground beams dosed at 350kg/m ³	m ³	0.3		
405	Building of quarry blocks (15x20x40)cm at 3m height	m ²	19.9		
406	R.C for reinforced concrete flat roof dosed at 350kg/m ³	m ³	0.63		

	Ordinary cement plaster on masonry work of 250kg/m ³	m ³	39.8		
407	Excavation of trenches for foundation	m ³	2.53		
SUBTOTAL 400					
LOT 500: METAL/JOINERY WORKS					
501	Complete metallic Gate of (4m x 3m)	U	1		
502	Metallic protectors at the side facing the road of 1m height	m ²	31		
503	Complete metallic Gate of (4m x 3m)	U	1		
504	Metallic protectors at the side facing the road of 1m height	m ²	31		
SUBTOTAL 500					
LOT 600: ELECTRICITY					
501	Conduit pipes	roll	2		
502	V.G.V 1.5mm ² cable	roll	1		
503	Cable TH 2.5mm ²	roll	1		
505	Round bulbs + holders	U	20		
506	Switches +sockets build -in(4each)	U	5		
SUBTOTAL 600					
LOT 700: PAINTING					
601	whitewash on walls	m ²	715		
602	Two coats of Pantex 1300 on walls	m ²	715		
603	Oil paint on Metal works	m ²	76		
SUB-TOTAL 700					

DOCUMENT N°07

THE BILL OF QUANTITIES AND COST ESTIMATE

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF A FENCE (BOUNDARY WALL OF 35m x 35m) AND A GUARD HOUSE ROUND THE BUILDING OF THE DIVISIONAL DELEGATION OF TOURISM AND LEISURE (MINTOUL) FOR MENCHUM DIVISION OF THE NORTH WEST REGION.					
S/N	DESCRIPTION	UNIT	Q'TY	UNIT PRICE	TOTAL
Lot 100: PRELIMINARY WORKS AND STUDIES					
101	Site installation	Ls	1		
101	Production of working documents (Project execution plan and As-built plan)	Ls	1		
102	Clearing of site	m ²	560		
SUBTOTAL 100					
Lot 200: CONSTRUCTION OF FOUNDATION					
201	Excavation of trenches for foundation	m ³	34.5		
202	Blinding concrete, batched at 150kg/m ³	m ³	4.2		
203	Building of foundation with frog filled blocks of (20x20x40)cm at 1.2m height	m ²	164		
204	RC Ground beams dosed at 350kg/m	m ³	5.25		
205	RC for foundation pillars dosed at 350kg/m ³	m ³	2.5		
206	Backfilling of trenches	m ³	40		
SUBTOTAL 200					
Lot 300: CONSTRUCTION OF FENCE WALL					
301	Building of quarry blocks (15x20x40) at 3m height.	m ²	350		
302	RC for pillars dosed at 350kg/m ³	m ³	4.32		
303	RC for the chain beam at 2m height dosed at 350kg/m ³ .	m ³	6.85		
304	RC for the capping on the block walls and capping on pillars dosed at 350kg/m ³	m ³	4.2		
305	Ordinary cement plaster on Masonry work of 250kg/m ³	m ²	715		
SUBTOTAL 300					
LOT 400: CONSTRUCTION OF A GUARD HOUSE					
401	Excavation of trenches for foundation	m ³	2.53		
402	Blinding concrete, batched at 150kg/m ³	m ³	0.2		
403	Blinding of foundation with frog filled blocks of (20x20x40)cm at 1.2m height	m ²	3.3		
404	R.C ground beams dosed at 350kg/m ³	m ³	0.3		
405	Building of quarry blocks (15x20x40)cm at 3m height	m ²	19.9		
406	R.C for reinforced concrete flat roof dosed at 350kg/m ³	m ³	0.63		
407	Ordinary cement plaster on masonry work of 250kg/m ³	m ³	39.8		
SUBTOTAL 400					

LOT 500: METAL/JOINERY WORKS					
501	Complete metallic Gate of (4m x 3m)	U	1		
502	Metallic protectors at the side facing the road of 1m height	m ²	31		
503	Supply and installation of window protectors with square tube of 25x2mm	m ²	1		
504	Supply and installation of iron door of 80X200cm complete treated with anti rust including accessories	u	1		
SUBTOTAL 500					
LOT 600: ELECTRICITY					
501	Conduit pipes	roll	2		
502	V.G.V 1.5mm ² cable	roll	1		
503	Cable TH 2.5mm ²	roll	1		
505	Round bulbs + holders	U	20		
506	Switches +sockets build -in(4each)	U	5		
SUBTOTAL 600					
LOT 700: PAINTING					
601	whitewash on walls	m ²	715		
602	Two coats of Pantex 1300 on walls	m ²	715		
603	Oil paint on Metal works	m ²	76		
SUB-TOTAL 700					
TOTAL WITHOUT TAXES					
VAT (19.25%)					
TOTAL TAXES INCLUSIVE					
AIR (2.2% OR 5.5%)					
TOTAL TAXES					
NET TO BE PAID					
Estimate closed at: francs cfa					