

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF TERRITORIAL ADMINISTRATION
AND DECENTRALIZATION

SOUTH WEST REGION

MANYU DIVISION

AKWAYA SUB-DIVISION

AKWAYA COUNCIL



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ADMINISTRATION
TERRITORIAL ET DE LA DECENTRALISATION

REGION DU SUD-OUEST

DEPARTEMENT DU MANYU

ARRONDISSEMENT D'AKWAYA

COMMUNE D'AKWAYA

AKWAYA COUNCIL INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE

N° 001/ONIT/MAYOR/ACTB/PIB/2026 of 18/3/2026

FOR THE CONSTRUCTION OF A BLOCK OF TWO (02)
CLASSROOMS AT SOME GOVERNMENT PRIMARY SCHOOLS IN
AKWAYA SUB-DIVISION, MANYU DIVISION, SOUTH WEST
REGION.

FINANCING : PUBLIC INVESTMENT BUDGET (PIB) 2026

TABLE OF CONTENTS

Document No. 1: Tender notice

Note relating to the tender notice
Invitation to tender

Document No. 2: General Regulations of the invitation to tender

Note relating to the General Regulations of the invitation to tender
General Regulations of the invitation to tender

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

Note relating to the Special Regulations of the invitation to tender
Special Regulations of the invitation to tender

Document No. 4: Special Administrative Conditions

Note relating to the Special Administrative Conditions
Special Administrative Conditions

Document No. 5: Special Technical Conditions

Note relating to the preparation of the Special Technical Conditions

Document No. 6: Schedule of prices

Note relating to the schedule of prices

Document No. 7: Bill of quantities and estimates

Note relating to the bill of quantities and estimates

Document No. 8: The sub-detail of prices

Document No. 9: Model contract

Document No. 10: Forms and Standard documents to be used

Note relating to forms and standard documents
Table of standard documents

Document No. 11: Preliminary studies

Note relating to preliminary studies

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

Note relating to banking establishments and financial bodies authorised to issue bonds

DOCUMENT N°. 1 TENDER NOTICE

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF TERRITORIAL ADMINISTRATION
AND DECENTRALIZATION

SOUTH WEST REGION

MANYU DIVISION

AKWAYA SUB-DIVISION

AKWAYA COUNCIL



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTRE DE L'ADMINISTRATION
TERRITORIAL ET DE LA DECENTRALISATION

REGION DU SUD-OUEST

DEPARTEMENT DU MANYU

ARRONDISSEMENT D'AKWAYA

COMMUNE D'AKWAYA

TENDER NOTICE

No. 001/ONIT/MAYOR/ACTB/PIB/2026 of 18/3/2026 FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AT SOME GOVERNMENT PRIMARY SCHOOLS in Akwaya Sub Division, Manyu Division, South West Region.

FINANCING: PUBLIC INVESTMENT BUGDGET 2026

1. Subject of the invitation to tender:

Within the framework of the Public Investment Budget 2026, the Lord Mayor of Akwaya Council, Contracting Authority hereby launches an **OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AT SOME GOVERNMENT PRIMARY SCHOOLS in Akwaya Sub Division, Manyu Division, South West Region** as follows:

- LOT I: G.S DADI
- LOT II: G.S KAJIFU
- LOT III: G.S ASSAKA

2. Nature of work

The work comprises of the preliminary studies carried out and the detailed information provided in the technical specification and the quantitative estimates.

3. Participation and origin:

The tender is open to duly legalized Cameroonian enterprises that fulfil the requirements of invitation to tender.

4. Financing

This project shall be financed by the relevant credit allocation in the PIB 2026 of the Republic of Cameroon as per the imputation:

Lots:	Projects:	Record Num.	Amount projects
Lot I	Construction of a Block of Two (02) Classrooms at G.S Dadi	JB03838	27 000 000F CFA
Lot II	Construction of a Block of Two (02) Classrooms at G.S Kajifu	JB03837	27 000 000F CFA
Lot III	Construction of a Block of Two (02) Classrooms at G.S Assaka	JB01542	27 000 000F CFA

5. Consultation of tender file:

The tender file can be consulted and obtained as from the date of publication of this invitation to tender, at the **Akwaya Council Contracts Office (Room 6) Tel: 676 246 360/ 678 489 938, ARMP Buea and MINMAP, Manyu.**

The file may be consulted during working hours at the Akwaya Council Chambers (Akwaya Town) as soon as this notice is published.

6. Acquisition of tender file:

With effect from the date of signature of this Tender Notice upon presentation of receipt attesting to the payment of a non-refundable fee of **One Hundred Thousand (100,000) CFA francs**, payable at the Municipal Treasury Akwaya. A copy of the receipt showing payment of the fee shall be attached to the bid.

7. Submission of offers:

The bidder shall submit 01 original (indicated as such) and 05 copies of the bids in English or French at the Secretariat of the contract unit of the Akwaya Council office against a receipt on or before **20/4/2026 at 09:00 am**. The outer envelope shall bear the inscription:

OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE
No. 001/ONIT/MAYOR/ACTB/PIB/2026 of 18/3/2026
FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AT SOME GOVERNMENT
PRIMARY SCHOOLS IN AKWAYA SUB DIVISION, MANYU DIVISION, SOUTH WEST REGION.
“To be opened only during the bid-opening session”

8. Admissibility of offers:

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the tender file, of an amount of **Five Hundred and Forty Thousand (540 000) CFA francs** per Lot for a validity period for **Sixty (60) Days** from the date they opened.

On pain of being rejected, only originals or true copies certified by the issuing service or administrative authorities must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than Four (04) Months preceding the date of submission of offers or may be established after the signature of the tender notice. Any offer not in conformity with the prescriptions of this notice and tender file shall be declared inadmissible. Especially the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance or the non respect of the models of the tender file documents shall lead to a pure and simple rejection of the offer.

9. Opening of bids:

The offers shall be opened in single phase. The opening of Administrative Offers (Envelope A), the Technical Offers (Envelope B) and Financial Offers (Envelope C) on **20/4/2026 at 10:00 am** local time by the Akwaya Council Tenders Board situated at the Akwaya Council Conference Hall.

10. Delivery deadline

The maximum execution deadline provided for by the Contracting Authority shall be **Four (04) Months**.

11. Main eliminatory criteria

Bid shall be rejected when:

- They lack bid security;
- The Non respect of Article (92) sub 9 of the Public Contracts code;
- Bid not registered in bidders' register
- False declaration or forged documents;
- The bids are not in conformity with the Tender File;
- Technical characteristics which are not in conformity with those specified in the special Technical conditions;
- The technical offer must have at least (70%);

- They lack one unit price;
- Non conformity bid proper.
- A Bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two bids with the same personnel
- Contractors with abandoned projects with no justification.

12. Main qualification criteria

The criteria relating to the qualification of bidders could indicatively be on the following:

- | | |
|---|--------|
| - Technical Specification or description | Yes/No |
| - References of similar and other works executed | Yes/No |
| - Pre-financing capacity | Yes/No |
| - Access to a credit or other financial resources | Yes/No |
| - Expenditure schedule or other contracts under execution | Yes/No |
| - Contractor's references (at least two references in similar jobs) | Yes/No |
| - Availability of material and essential equipment | Yes/No |
| - Experience of supervisory staff | Yes/No |

The non respect of two (02) criterias shall cause the elimination of the offer.

13. Contract award

The contract shall be awarded to the lowest bidder who satisfied the administrative and technical disposition.

14. Validity of offers

Bidders will remain committed to their offers for **Sixty (60) Days** from the deadline set for the submission of tenders.

15. Complementary information

Further complementary information may be obtained during working hours from the Secretariat of contract unit of the Akwaya Council's office, Manyu Division, South West Region.

Done at Akwaya, on the 18/3/2026

CONTRACTING AUTHORITY.

Copies:

- MINDDEVEL
- MINMAP
- ARMP/BUEA (for publication and archiving)
- Chairpersons of TB and where need be the SCCB (for information)
- Notice boards (for information)
- Contracts Service (for archiving)



AVIS D'APPEL D'OFFRE

N°. 001/ONIT/MAYOR/ACTB/PIB/2026 du 18/3/2026 pour **CONSTRUCTION DE DEUX (02) SALLES DE CLASSE DANS CERTAINES ECOLES PRIMAIRES PUBLIQUES** dans l'Arrondissement D'Akwaya, Département de la Manyu, Région du Sud-ouest.

FINANCEMENT : BUGDGET D'INVESTISSEMENT PUBLIC 2026

1. Sujet de l'appel d'offres :

Dans le cadre du budget 2026 d'investissement public, le Maire d'Akwaya, Maître d'Ouvrage Délégué lance par ceci un **APPEL D'OFFRES NATIONAL OUVERT PAR PROCEDURE D'URGENCE POUR LA CONSTRUCTION DE DEUX (02) SALLES DE CLASSE DANS CERTAINES ECOLES PRIMAIRES PUBLIQUES** dans le **ARRONDISSEMENT D'AKWAYA**, Département de la Manyu, Région du Sud-ouest comme suit :

2. Nature des travaux

Les travaux comportent les études préliminaires effectuées et les informations détaillées fournies dans les spécifications techniques et les évaluations quantitatives.

3. Participation et origine :

L'appel d'offre est ouvert aux entreprises camerounaises dûment légalisées qui remplissent les conditions de l'appel d'offres.

4. Financement

Ces projets seront financés par l'attribution appropriée de crédit dans le PIB 2026 de la République du Cameroun selon l'imputation :

Lots:	Projects:	Record Num	Montant
Lot I	Construction d'un bloc de deux (02) salle de Classe a G.S Dadi	JB03838	27 000 000F CFA
Lot II	Construction d'un bloc de deux (02) salle de Classe a G.S Kajifu	JB03837	27 000 000F CFA
Lot III	Construction d'un bloc de deux (02) salle de Classe a G.S Assaka	JB01542	27 000 000F CFA

5. Consultation de dossier d'appel d'offres :

Le dossier de l'appel d'offres peut être consulté et obtenu à partir de la date de la publication de cet appel d'offres, au **bureau du Contrat de la Commune d'Akwaya (Bureau No. 6) Tel : 678 495 145/ 676 246 360, ARMP and MINMAP, Manyu.**

Le dossier peut être consulté pendant des heures de travail au bureau du Contrat de la Commune d'Akwaya dès publication de cette notice.

6. Acquisition de dossier tendre :

Le Dossier d'Appel d'Offres devra être obtenu **au bureau du Contrat de la Commune d'Akwaya** sur présentation d'une quittance de versement de la somme non remboursable de **Cent Mille (100,000) FRANCS DE CFA**, payable à la Trésorerie Municipal d'Akwaya.

7. Soumission des offres :

Les offres, rédigés en anglais ou en français en cinq exemplaires dont un (01) original et quatre (05) copies marquées comme telles, seront remises **au bureau du Contrat de la Commune d'Akwaya** au plus tard le **20/4/2026 à 09 :00 heures**, avec mention suivante sur l'enveloppe :

APPEL D'OFFRES NATIONAL OUVERT PAR PROCEDURE D'URGENCE
N° 001/ONIT/MAYOR/ACTB/PIB/2026 du 18/3/2026.
POUR LA CONSTRUCTION DE DEUX (02) SALLES DE CLASSE DANS CERTAINES ECOLES
PRIMAIRES PUBLIQUES DANS L'ARRONDISSEMENT D'AKWAYA, LE DEPARTEMENT DE LA
MANYU, RÉGION DU SUD-OUEST
"A ouvrir seulement pendant la session de dépouillement"

8. Admissibilité des offres :

Chaque soumissionnaire doit inclure dans ses documents administratifs, une caution bancaire émis par un établissement bancaire de premier ordre approuvé par le ministère responsable des finances et dont la liste est trouvée dans le document le numéro 12 du dossier d'appels d'offres, d'un montant de **Cinq-Cent Quarante Mille (540 000) francs CFA** par Lot pour une période de validité de **(60) jours** à compter de la date d'ouverture.

Sous peine de rejet, seulement les originaux ou les copies certifiées conformes par les services émetteurs ou les autorités administratives, doivent impérativement être produits selon les règlements spéciaux de l'appel d'offres. Ils doivent obligatoirement être datant au moins de trois (3) mois de la soumission des offres. Les offres non conformes avec les prescriptions du Dossier d'Appel d'Offre seront déclarées irrecevables. Particulièrement l'absence du cautionnement provisoire délivré par une banque agréée par le Ministre des Finances entraînera le rejet pur et simple de l'offre sans aucun recours, de même que le non-respect des modèles des pièces du Dossier d'Appel d'Offres.

9. Ouverture des offres :

Les offres seront ouvertes en une seule phase. L'ouverture des offres administratives (enveloppe A), les offres techniques (enveloppe B) et offres financières (enveloppe C) se fera le **20/4/2026 à 10 :00 heure** local précise à la Salle de Conférence de la Commune d'Akwaya.

10. Délai d'exécution

Le délai d'exécution maximum est fixé à **Quatre (04) Mois**.

11. Principaux critères éliminatoires

L'offre sera rejetée quand :

- Absence ou non conformité de la garantie de soumission ;
- Fausse déclaration ou faux documents ;
- Les Absence de deux références des travaux similaires dernières années;
- Offres non-consignée dans le registre des offres
- Non conformité des offres technique ou offres financières ;
- Caractéristiques techniques non conformes aux spécifications techniques contenues dans les cahiers de charge ;

12. Critères principaux de qualification

Les critères concernant la qualification sont les suivants :

- Capacité de préfinancement Yes/No
 - Programme de dépense ou d'autres contrats sous l'exécution Yes/No
 - Les références des travaux similaires Yes/No
 - Disponibilité d'équipement matériel Yes/No
 - Expérience de personnel de supervision Yes/No
- Non le respect de 3 critères causera l'élimination de l'offre.

13. Récompense de contrat

Le contrat sera attribué au plus bas soumissionnaire qui a satisfait la disposition administrative et technique.

14. Validité des offres

La durée de validité des offres est de **60 jours** à compter de la date limite fixée pour la remise des offres

15. L'information complémentaire

Le Maître d'ouvrage délégué se réserve le droit d'apporter les modifications au présent DAO.

Fait à Akwaya, Le 18/3/2026

AUTORITE CONTRACTANTE.

Copie :

- MINDDEVEL
- MINMAP
- ARMP / BUEA (pour la publication et archives)
- Président de la commission (pour information)
- panneaux de notification (pour information)
- Service de Marchés (pour archiver)

Document N^o. 2: General Regulations of the Invitation to Tender

Table of contents

A. General

Article 1: Scope of the tender.....	
Article 2: Financing.....	
Article 3: Fraud and corruption.....	
Article 4: Candidates admitted to compete.....	
Article 5: Building materials, materials, supplies, equipment and authorised services...	
Article 6: Qualification of bidder.....	
Article 7: Visit of site of works.....	

B. Tender File.....

Article 8: Content of Tender File.....	
Article 9: Clarifications on Tender File.....	
Article 10: Modification of the Tender File.....	

C. Preparation of Tenders

Article 11: Tender fees.....	
Article 12: Language of bid.....	
Article 13: Constituent documents of the bid.....	
Article 14: Amount of bid.....	
Article 15: Currency of bid and payment.....	
Article 16: Validity of bids.....	
Article 17: Bid bond.....	
Article 18: Varying proposals by bidders.....	
Article 19: Preparatory meeting to the establishment of bids.....	
Article 20: Form and signature of bids.....	

D. Submission of bids.....

Article 21: Sealing and marking of bids.....	
Article 22: Data and time-limit for submission of bids.....	
Article 23: Out of time-limit bids.....	
Article 24: Modification, substitution and withdrawal of bids.....	

E. Opening of bids and evaluation of offers.....

Article 25: Opening of bids.....	
Article 26: Confidential nature of the procedure.....	
Article 27: Clarifications on the offer and contact with Contracting Authority.....	
Article 28: Determination of their conformity.....	
Article 29: Qualification of the bidder	
Article 30: Correction of errors.....	
Article 31: Conversion into a single currency.....	
Article 32: Evaluation of financial offers.....	
Article 33: National preference.....	

F. Award of the contract.....

Article 34: Award.....	
Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure.....	
Article 36: Cancellation of invitation to tender or declared unsuccessful.....	
Article 37: Notification of the award of the contract.....	
Article 38: Signature of the contract.....	
Article 39: Final bond.....	

GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

1.1 The Lord Mayor of Akwaya Council, Contracting Authority, launches an **OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°. 001/ONIT/MAYOR/ACTB/PIB/2026 of 18/3/2026, FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AT SOME GOVERNMENT PRIMARY SCHOOLS** in Akwaya Sub Division, Manyu Division, South West Region;

The bidder retained or the successful bidder must complete the work within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.

1.2 In this Tender File, the term “Contracting Authority” and Delegated Contracting Authority” are interchangeable, and the term “Day” means a calendar day.

Article 2: Financing

The works forming the subject of this invitation to tender shall be finance by the Public Investment Budget 2026.

Article 3: Fraud and corruption

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

- a) defines, within the context of this clause, the following expressions in the following manner:
 - i) Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
 - ii) is involved in “fraudulent manoeuvres” whoever deforms or distorts facts in order to influence the award or execution of a contract;
 - iii) “collusive practices” means any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
 - iv) And “coercive practices” means 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) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

Article 4: Candidates allowed to compete

The participation to the present call for tender is opened to all duly registered enterprises based in Cameroon.

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

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

Article 6: Qualification of bidder

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

- A) Submit a power of attorney making the signatory of the offer bound by the offer; and
- B) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

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

- i. Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- ii. Orders acquired and contracts awarded;
- iii. Pending litigations; and
- iv. Availability of indispensable equipment.

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

- a) The offer must include all the information listed in article 6(1) above;
- b) The offer and the contract must be signed in a way that is binding on all members of the group;
- c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;
- d) The member of the group designated as the representative will represent all the undertakings vis à vis the Contracting Authority with regard to the execution of the Contract.
- e) In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Contracting Authority into a single account; on the other hand, each undertaking is paid in its own account by the Contracting Authority where it is several co-contracting.

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

Article 7: Visit of works site

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

7.2 The Contracting Authority 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 Contracting Authority, 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 of material damages, costs and fees incurred from this visit.

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

B. TENDER FILE

Article 8: Content of Tender File

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

- a. The letter of invitation to tender (for restricted invitation to tender);
- b. The tender notice;

- c. The General Regulations of the invitation to tender;
- d. The Special Regulations of the invitation to tender;
- e. The Special Administrative Conditions;
- f. The Special Technical Conditions;
- g. The price schedule;
- h. The bill of quantities and estimates;
- i. The sub details of prices;
- j. The execution schedule;
- k. Charts and other elements of the technical file;
- l. Model of forms presenting the equipment, personnel and references;
- m. Model tender letter;
- n. Model bid bond;
- o. Model final bond;
- p. Model of bond of start-off advance;
- q. Model of bank guarantee in replacement of the retention fund;
- r. Model contract;
- s. Form relating to preliminary studies;
- t. List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

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

Article 9: Clarifications on the Tender File

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender.

9.2 The complaint must be addressed to the Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulations of public contracts and the chairperson of the Tenders Board.

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

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

Article 10: Amendment of the Tender File

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

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

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

C. PREPARATION OF OFFERS

Article 11: Tender costs

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

Article 12: Language of offer

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

Article 13: Constituent documents of the offer

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

a) Volume 1: Administrative offer

It includes:

All documents attesting that the bidder:

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

ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

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

b) Volume 2: Technical offer

b.1 Information on qualifications

The Special Conditions list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Conditions of the invitation to tender.

b.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical offer of the bidders especially: a methodological statement on 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, PAQ, PGE, sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract

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

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

c) Volume 3: Financial offer

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

1. The signed and dated original offer prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Unit Price Schedule;
3. The duly filled detailed estimates;
4. The sub-details of prices and/or breakdown of all-in prices;

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: Offer price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, **Sixty (60) Days** prior to the submission of the offers, shall be included in the prices and in the total amount of the offer presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in annex 8.

Article 15: Currency of offer and payment

For national invitations to tender, the currency shall be the CFA franc.

Article 16: Validity of offers

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

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his offer.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for **Sixty (60) Days** beyond the original date set for the validity of offers or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any offer 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 offer and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
If the bidder withdraws his offer during the period of validity;
- a) if the retained bidder:
 - i) Fails in his obligation to register the contract in application of article 37 of the General Regulations;
 - ii) Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.

Article 18: Varying proposals of bidders

- 18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline proposed by the bidder within the specified deadlines. Offers that propose deadlines beyond those specified shall be considered as not being in conformity.
- 18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in 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 offer conforming to the basic solution has been evaluated as the lowest bid.
- 18.3 When according to the Special Regulations the bidders are authorised, to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

Article 19: Preparatory meeting to the establishment of offers

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in writing or by telex 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 late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the offer must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the offer.
- 20.3 The offer shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the offer.

D. SUBMISSION OF OFFERS

Article 21: Sealing and marking of offers

- 21.1 The bidder shall seal the original and each copy of the offer in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) Should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the offer is misplaced or opened prematurely.

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

- 22.1 The offers must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the offers by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late offers

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

Article 24: Modification, substitution and withdrawal of offers

24.1 A bidder may modify or withdraw his offer 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 offers. 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 offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription “**WITHDRAWAL**”, and “**REPLACEMENT OFFER**” or “**MODIFICATION**”.

24.2 The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. The 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 offers.

24.3 Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.

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

E. OPENNING OF ENVELOPES AND EVALUATION OF OFFERS

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

25.2 Firstly, envelopes marked “withdrawal” shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding offer 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 offer” are opened and announced to the hearing of everyone and the new corresponding offer substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the offer 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 offer. The modification of the offer shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only offers which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial offers] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be

mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

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

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by ARMP an initialled copy of the offers presented by bidders.

25.7 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, the Contracting Authority or Delegated 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.

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

Article 26: Confidential character of the procedure

26.1 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 nor to any person concerned with the said procedure before the announcement of the award.

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

26.3 Notwithstanding the provisions of paragraph 26.2, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority with reasons having to do with his offer may do so in writing.

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

27.1 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 on the amount or content of the offer is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 29 of the General Regulations.

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

Article 28: Determination of Conformity of offers

28.1 The Evaluation sub-committee 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.

28.2 The Evaluation sub-committee 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.

28.3 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 with the Tender File.

28.4 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.

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

Article 29: Qualification of the bidder

The Evaluation sub-committee shall 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 article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

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

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

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

30.3 If the bidder who presented the 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

31.1 To facilitate the evaluation and comparison of offers, the Evaluation sub-committee shall convert the prices of offers expressed in various currencies into those in which the offer is payable in CFA francs.

31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation of financial offers

32.1 Only offers considered as being in conformity, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.

32.2 By evaluating the offers, the Evaluation Sub-committee 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 article 30.2 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 article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of 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.

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

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.

32.4 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 construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Contracting Authority may reject the offer.

Article 33: Preference granted national bidders

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

F. AWARD OF THE CONTRACT

Article 34: Award

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

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

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

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

Article 36: Notification of the award of the contract

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

Article 37: Publication of results of award and petitions

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority or Delegated Contracting Authority and the chairperson of the Tenders Board.

It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board and the competent Specialised Contracts Control Board, where need be for approval.

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.

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

Article 39: Final Bond

39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.

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

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

**DOCUMENT No. 3: SPECIAL REGULATIONS OF THE
INVITATION TO TENDER**

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

INTRODUCTION			
1	<p>Definition of Works: The object of this Tender is FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AT SOME GOVERNMENT PRIMARY SCHOOLS IN AKWAYA SUB DIVISION, MANYU DIVISION, SOUTH WEST REGION.</p> <p>Name and address of the Contracting Authority: The Lord Mayor of Akwaya</p> <p>Reference of Invitation to tender: No. 001/ONIT/MAYOR/ACTB/PIB/2026 of 18/3/2026</p>		
2	Execution Period: Four (04) Months		
3	Source of Financing: Public Investment Budget (PIB) 2026		
4	Origin of materials, equipment and related services should come from the local market and respect the norms applicable in Cameroon.		
EVALUATION GRILL			
I – Main eliminatory criteria			
	Sub Criteria	Evaluation	
		Yes	No
A	Declaration of Intention to Tender		
B	Group Agreement		
C	Certificate of Non-Bankruptcy		
D	An Attestation of Bank Account		
E	The Bid Bond and attached receipt from Caisse des Dépôts et Consignations (CDEC)		
F	An Attestation of Non-Exclusion		
G	An Attestation of Pre-Financing Capacity		
H	National Social Insurance Fund (CNPS)		
I	The Power of Attorney; (or “Authorization”)		
J	Tax Payer’s Card		
K	Business location (PATENTE)		
L	Certificate attesting the payment of taxes (Non Redevance)		
M	Attestation of Localization and Certified copy of the Plan		
N	Certificate of Incorporation (Registre de Commerce)		
O	Receipt of Purchase of Tender		
P	A Categorisation Certificate issued by the Authority in charge of Public Contracts (CIRCULER LETTER N 000006/LC/MINMAP/CAB OF 05/02/2026)		
II – Main qualification Criteria			

	Sub – Criteria	Evaluation	
		Yes	No
A	Has done jobs totalling 15 million during the last three years		
B	Pre - financing capacity		
C	Enterprises references		
	Has done similar job before		
D	Availability of materials and essential equipment /drilling machine		
E	supervisory staff		
	Has more than five years' experience in similar job		
F	Antecedents of non-execution of contracts or pending disputes		
G	Attestation of site visit		
H	Acceptable planning (schedule)		
I	Acceptable methodology		
J	General presentation: bid with numbered pages and table of content, respect of order of presentation, page separators in colour, clean and spiral bind		

The non respect of less than 2/3 of the above criteria shall cause the elimination of the bid.

6	Power of attorney for the Representative in case of a group of enterprises.
7	Site Visit: Bidders shall be expected to visit the works site after he prepares an attestation of site visit report and attach pictures of himself/herself on the site .
8	Language of Bid: All bids shall be written in either English or French.
9	Presentation of Bids: The list of documents referred to in Article 13 of the General Regulations must be completed, grouped in three volumes as indicated and inserted in envelopes and labelled as follows:
	<p>ENVELOPE A – VOLUME I</p> <p>ADMINISTRATIVE DOCUMENTS.</p> <p>a) Declaration of intention to tender stamped (see attached model);</p> <p>b) The group agreement, where need be;</p> <p>c) The Power of Attorney, where need be;</p> <p>d) A certificate of non-bankruptcy established by the Court of the place of residence of the bidder dated not more than three (3) months preceding the date of submission of bids;</p> <p>e) An attestation of Bank Account issued by a commercial Bank approved by the Ministry in charge of Finance and approved by COBAC;</p> <p>f) Original receipt of purchase of the Tender file;</p> <p>g) The Bid Bond (according to attached model and attached receipt from Caisse des Dépôts et Consignations (CDEC) (according to attached model);</p> <p>h) An attestation of Non-exclusion from public contracts delivered by ARMP.</p> <p>i) An attestation of site visit written and signed on honour by the bidder.</p>

- j) An attestation for bidding purposes for this tender of not more than three (3) months old issued by the National Social Insurance Fund;
- k) An attestation of Tax clearance of not more than three (3) months old issued by the Tax Department certifying that the bidder has effected all statutory declarations in issues of taxes for the current financial year;
- l) Current Business license certified by taxation;
- m) Attestation of non-abandonment of Contract
- n) A valid Taxpayers Card certified by taxation;
- o) Current business registration papers in conformity with OHADA laws
- p) A Categorisation Certificate issued by the Authority in charge of Public Contracts (CIRCULER LETTER N 000006/LC/MINMAP/CAB OF 05/02/2026).

ENVELOPE B: - VOLUME II

TECHNICAL OFFER.

B.1. - Information on qualification criteria.

- a) Proof of ownership or hiring possibilities of necessary equipment (certified Copies of title deeds).
- b) Personnel documents (certificates and CVs)
- c) Reference in the execution of similar works.

B.2 - Technical Proposals.

Bidders shall study the Technical specifications and establish a suitable methodology and work plan for the execution of the works.

B.3 – Proof of acceptance of the contract conditions.

Bidders must sign as proof of acceptance of contract conditions the following documents:

- Specimen contract – Documents Nos. 4 & 9 (each page should be initialled and last page signed and stamped)
- Technical specification (each page should be initialled and the last page signed and stamped).

ENVELOPE C: - VOLUME III

FINANCIAL OFFER

- C.1. The offer shall be as per the attached model Bid letter (Document No. 10, Annex 1), with a 1000 FCFA fiscal stamp affixed to it, dated and signed;
- C.2. The duly filled unit price schedule;
- C.3. The duly filled detailed cost estimates;
- C.4. Documents demonstrating financial viability of enterprise (enterprise (bank Statement, attestation of pre-financing capacity from bank manager, Attestation of solvency).

NB: The various parts of the same file must obligatorily be separated by colour dividers both in the original and in the copies in a way as to facilitate Examination.

10	Price and Currency of Bid <ul style="list-style-type: none"> - Prices shall be inclusive of taxes and the currency shall be the national currency - Francs CFA - The prices of the contract are not revisable.
11	Preparation and Submission of Bids

	Validity of Bids: The period of validity of bids is 60 days from the date of submission of bids.
12	Bid Bond Bidders shall furnish a bid of 540 000 FCFA Issued by a Commercial Bank recognized by the Ministry in charge of Finance and recognized by COBAC.
13	Execution Period Bids are called on the basis of a maximum execution period of Four (04) Months ; - The execution period proposed by the successful bidder shall become the contractual execution period.

S/N	CRITERIA	SUB CRITERIA	YES	NO
01	General presentation	Spiral bind		
		Clarity		
		Readable		
		Separate in colour page a part from white		
02	Reference of the Company			
	References of the company in similar work carried out during the last three (3) years	‘Two (02) registered contracts (1st and last page), two (02) reception Minutes of Provisional or Final corresponding to the attached contracts’		
	Site personnel	Works Overseer (Works coordinator) Either be a Civil Engineer or rural engineer (Bac+3 and at least five years of working experience)		
		Certified True copy of certificate not more than Three Months Old		
		A Commitment Letter Signed by the Employee and Identification Document, Tel No:		
		CV signed by the candidate		
		Site foreman (senior civil or rural engineering technician Bac +2 with at least five years of working experience in similar works)		
		Certified True copy of certificate not more than Three Months Old		
		A Commitment Letter Signed by the Employee and Identification Document, Tel No:		
		CV signed by the candidate		
		Other personnel (One electrician, Two Builders and One Carpenter) CAP +		
		Certified True copy of certificate not more than Three Months Old		
		A Commitment Letter Signed by the Employee and Identification Document, Tel No:		
		CV signed by the candidate		
		Certified True copy of certificate not more than Three Months Old		
		A Commitment Letter Signed by the Employee and Identification Document, Tel No:		
CV signed by the candidate				
Certified True copy of certificate not more than Three Months Old				
A Commitment Letter Signed by the Employee and Identification Document, Tel No:				

		CV signed by the candidate		
		Certified True copy of certificate not more than Three Months Old		
		A Commitment Letter Signed by the Employee and Identification Document, Tel No:		
		CV signed by the candidate		
	Equipment	Pick-up 4x4 (justification ownership or hiring)		
		concrete mixer (justification ownership or hiring)		
		Vibrator (justification ownership or hiring)		
		list of small construction equipment or assorted tools signed by the head of the company		
03	Methodology	Comprehension of works		
		Planning of execution		
		Organization		
		A certificate of visit of the site signed by Mayor of Akwaya or Head Master of the School		
04	Certificate of site visit	A site visit report signed by Director of company or representative		
		Picture(s) of relevant features on the site		
		A situation plan to project from place of purchased		
		Attestation of site visit, signed by the beneficiary (Vote Holder)		
04	Self-financing capacity	Turnover		
		Access to credit or other financial resources		

SUMMARY OF TECHNICAL QUALIFICATION CRITERIAS

N°	Criteria	Marks
I	General presentation	
II	Reference of the Company	
III	Methodology	
IV	Self-financing capacity	
Total		/33pts

The technical offer to be validated, it must have at least 70% of the scores.

**DOCUMENT N^o. 4: SPECIAL ADMINISTRATIVE
CONDITIONS (SAC)**

Table of contents

CHAPTER I: GENERAL

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

CHAPTER II: FINANCIAL CLAUSES

- Article 11 - Guarantees and securities (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

CHAPTER III: EXECUTION OF THE WORKS

- Article 29 - Execution deadline (article 38 of GAC)
- Article 30 - Role and responsibility of the contractor (article 40 of GAC)
- Article 31 - Making available documents and site (article 42 of GAC)
- Article 32 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 33 - Nature of the works (article 46 of GAC)
- Article 34 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 35 - Organization and security of sites (article 50 of GAC)
- Article 36 - Implantation of structures (article 52 of GAC)
- Article 37 - Sub-contracting (article 54 of GAC)
- Article 38 - Site laboratory and trials (article 55 of GAC)
- Article 39 - Site logbook (article 56 of GAC supplemented)
- Article 40 - Use of explosives (article 60 of GAC)

CHAPTER IV: ACCEPTANCE

- Article 41 - Provisional acceptance (article 67 of GAC)
- Article 42 - Documents to be furnished after execution (article 68 of GAC)
- Article 43 - Guarantee time-limit (article 70 of GAC)
- Article 44 - Final acceptance (article 72 of GAC)

CHAPTER V: MISCELLANEOUS PROVISIONS

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 and last: Entry into force of the contract

CHAPTER I: GENERAL

Article 1: Subject of contract

The subject of this contract shall be **THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AT SOME GOVERNMENT PRIMARY SCHOOLS** in Akwaya Sub Division, Manyu Division, South West Region.

Article 2: Contract award procedure

This contract shall be awarded following **OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE N°. 001/ONIT/MAYOR/ACTB/PIB/2026 of 18/3/2026.**

Article 3: Definitions and Duties (Article 2 of GAC Supplemented)

1. General definitions

- **The Contracting Authority** shall be the **The Mayor of Akwaya Council**
He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- The Representative of the Authority in charge of Public Contracts: **Divisional Delegate MINMAP MANYU.**

He ensures the effectivity of the System.

- The Verificator: **The Controller in charge at the Control of execution; Brigade of DD/MINMAP MANYU.**

He reports the proper execution of the tasks, verifies the regular presence and roles of each stakeholder.

- **The Project Manager** shall be **Chief of Technical Service, Akwaya Council**
- Hereinafter referred to as the Contract Manager. He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.
- The Attributions of the **Contract Engineer** shall be exercised by the **Divisional Delegate of Public Works for Manyu Division**, who examines, verifies, testifies and approves the quality and quantity of all works executed. He establishes and signs the works' attachment and payment deductions contradictorily with the contractor. In consequence, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done;
Any project modification must be submitted by the Engineer to the Contracting Authority, for his approval before the contractor can execute

2. Security

- The authority in charge of ordering payment shall be the **The Mayor of Akwaya Council**;
- The authority in charge of the clearance of expenditures shall be **the Divisional Finance Controller Manyu**
- The body or official in charge of payment shall be the **Municipal Treasury, Akwaya**

The officials competent to furnish information within the context of execution of this contract shall be **the Contract Manager and the Engineer.**

Article 4: Language Applicable, Law and Regulation

1. The language to be used shall be English and/or French.
2. The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon and these 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 (Article 9 of GAC)

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

- 1) The tender or Commitment Letter;
- 2) The Bidder's Tender and its Annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) referred to above;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents, topographic documents ;
- 7) The General Administrative Conditions applicable on Public Works Contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract.

ARTICLE 6: General Instruments in force

This contract shall be governed by the following general instruments:

1. Framework Law No. 96/12 of 5 February 1996 on the Management of the Environment;
2. The Mining Code;
3. Instruments Governing the various Professional Bodies;
4. Decree N^o. 2004/275 of 24 September 2004 to Institute the Public Contracts Code;
5. Decree N^o. 2001/048 of 23 February 2001 Relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency;
6. Decree N^o. 2003/651/PM of 16 April 2003 to Lay Down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
7. Letter No; 00908/MINTP/DR of 1997 Relating to the Publication of Directives for the Consideration of Environmental impact of Road Maintenance.
8. DTU for Building Works;
9. Applicable Standards;
10. CIRCULATE LETTER N O ILC MAY' OF JUNE 5, 2024 relating to the terms of constitution, deposit, conservation, restitution and release of guarantees on public contracts
11. CIRCULER LETTER N 000006/LC/MINMAP/CAB OF 05/02/2026 to specify the terms and condition for the implementation of section Twenty-Nine of law No 2024/013 of 23 December 2024 relating categorisation of company/enterprises
12. Other Instruments Specific to the domain concerned with the contract.

Article 7: Communication (Articles 6 and 10 supplemented)

1. All notifications and written communication within the framework of this contract shall be sent to the following address:
 - a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6(1) of the GAC to make his domicile known to the Contracting Authority and immediately after completion of the works, correspondences shall be validly addressed to the Council, in which the work was done;
 - b) In the case where the Contracting Authority is the addressee:
The correspondences shall be addressed to the person with a copy addressed to the Contracting Authority, Project Manager and Contract Engineer where need be.
2. The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Contracting Authority.

Article 8: Administrative Orders (Article 8 of GAC)

1. The Administrative Order to start execution shall be signed by the Contracting Authority and notified by the Contract Engineer;
2. Administrative Orders with financial incidence likely to modify the time-limits shall be signed by the Contracting Authority and notified by the Engineer;
3. Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contracting Authority and notified by the Engineer;
4. Administrative Orders serving as warnings shall be signed by the Contracting Authority;
5. The Contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the Enterprise of Executing the Administrative Orders received.

Article 9: Contracts with Conditional Phases (Article 9 of GAC)

1. The contract has one phase.

Article 10: Contractor’s Staff (Article 15 of GAC Supplemented)

1. Any modification, even partial, made to the technical offer shall only occur after the written approval of the Contract Engineer. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
2. In any case, the lists of supervisory staff to be used shall be subject to the approval of the Engineer within fifteen (15) days of the notification of the Administrative Order to start execution. The Engineer has eight (8) days to notify his opinion in writing with a copy being sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
3. Any unilateral modification on the supervisory staff made in the technical offer prior to and during the works shall be a reason for termination of the contract as mentioned in Article 45 below or the Application of Penalties.

CHAPTER II: FINANCIAL CONDITIONS

Article 11 Guarantees and Securities (Articles 29 and 41 of GAC)

1. Final bond;
The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes.
The guarantee must be returned or released within one month following the date of Provisional Acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.
2. Performance bond
The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes.
The return or release of the retention fund or security shall be done within one month after Final Acceptance by release issued by the **Contracting Authority** upon request by the contractor.
3. Guarantee of Start-Off Advance;
The contractor may be granted a Start Off amount of 20% of the contract amount (inclusive of taxes) upon request.
The Start-Off payment shall be guaranteed at 100% by a Cameroonian Bank recognized by the Ministry in charge of Finance.

Article 12: Amount of the contract (Articles 18 and 19 of GAC Supplemented)

The amount of this contract as that is:

- Amount Exclusive of VAT: CFA F;
- Amount of Inclusive all TAXE: 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 Value Added Tax (VAT) and the possible rebate granted by the contractor.

Article 13: Place and Method of Payment

1. In return for the payments to be done by the Contracting Authority to the contractor under the conditions laid down in the contract, the contractor is bound by these provisions to execute the contract in accordance with the provisions of the contract.
2. The Contracting Authority shall release the sums due in the following manner:

For payments in CFA francs (amount in figures and letters exclusive of taxes) by credit to Account N° opened in the name of the contractor in the **BANK.**

Article 14: Price Variation (Article 20 of GAC)

1. Prices shall be firm not revisable

Article 15: Price Revision Formulae (Article 21 of GAC)

The prices on the Unit Price Schedule shall not be revisable.

Article 17: Work under State Supervision (Article 22 of GAC Supplemented)

1. The percentage of works under State Supervision shall be 2% of the amount of the contract and its additional clauses, where need be.
2. In the case where the contractor was invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:
 - The quantities considered shall the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
 - The remunerations and salaries effectivity paid to local labour shall be increased by forty percent (40 %)to take account of social benefits;
 - The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
 - Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
 - The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseen.

Article 18: Evaluation of works (Article 23 of GAC)

This contract is at unit price, all-in price or unit and all-in price.

Article 19: Evaluation of Supplies (Article 24 of GAC Supplemented)

1. The contractor shall be paid for usable materials intended for the execution of the works mobilized on site in the event where the Jobbing Order is prematurely terminated as provided for by the Regulation in force especially the Public Contract Code.
2. No security shall be requested for payments on account of supplies.
- 3.

Article 20: Advances (Article 28 of GAC)

1. The Contracting Authority shall grant a Start-Off Advance equal to 20 % of the amount of the contract to the contractor after presentation of a caution of the same amount from his Bank.
2. The time-limit for payment of the start-off advance is fixed at _____ days from the date of its request by the contractor.

Article 21: Payment for Works (Articles 26, 27 and 30 of GAC Supplemented)

1. Establishment of works executed;

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

2. Monthly detailed account.

Not more than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Engineer two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as result of the execution of the contract since the start of the contract.

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

The amount exclusive of VAT of the account on payment shall be paid to the contractor as follows:

- 94.5 % paid directly to the account of the contractor;
- 5.5 % paid to the Public Treasury as AIR due by the contractor.

The Engineer has a time-limit of seven (7) days to forward to the Contracting Authority the detailed accounts he has approved.

The Contracting Authority and Contract Engineer have a maximum time-limit of twenty-one (21) days to sign the detailed accounts and forward them to the Accountant in charge of payment.

Or The Engineer transmits to the paying body the detailed accounts he has approved so that they are in its possession not later than _____ of the month. In this case, a copy of the detailed account and the corresponding job cost sheets is forwarded within the same deadlines to the Contracting Authority for a follow-up file.

A copy of the corrected detailed account is returned to the contractor, if need be.

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

Article 22: Interest on Over-Due Payments (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with Article 88 of Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code.

Article 23: Penalties for Delays (Article 32 of GAC supplemented)

1. The amount set for penalties for delays is as follows:

- a) One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;
- b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

Article 24: Payment in Case of a Group of Enterprises (Article 33 of GAC)

- 1. In the case of a Group of Enterprises, indicate the method of payment of joint and sub-contractors, where need be.
- 2. Indicate the method of payment of sub-contractors, where need be.

Article 25: Final Detailed Account (Article 34 of the GAC)

1. After completion of the works and within a maximum time-limit of 30 days after the date of Provisional Acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.
2. The Contracting Authority has 30 days to notify the corrected and approved draft to the Engineer.
3. The contractor has 30 days' maximum to return the signed final detailed account.

Article 26: General and Final Detailed Account (Article 35 of the GAC)

1. The Contracting Authority or the Engineer has 30 days' maximum to establish the general detailed account and forward to the contractor after final acceptance

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

- The Final Detailed Account,
- The Balance
- The summary of monthly payments on account.

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

2. The contractor has 30 days' maximum to return the signed final detailed account.

Article 27: Tax and Customs Regulations (Article 36 of the GAC)

- 1) Decree No. 2003/651 of 16 April 2003 to Lay Down the conditions for implementing the Tax Regulations and Customs Procedures Applicable to Public Contracts. The taxes applicable to this contract include notably:

- Taxes and Dues Relating to Industrial and Commercial Profits, including the AIR which is a deduction on Company Taxes;
- Registration Dues in accordance with the Tax Code;
- Dues and Taxes attached to the execution of services provided for in the contract;
 - o Duties and Taxes of entry into Cameroonian Territory (Customs Duties, VAT, Computer Tax);
 - o Council Dues and Taxes;
 - o Dues and Taxes Relating to the Extraction of Building Materials and Water.

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

All taxes inclusive prices mean VAT included.

Article 28: Stamp Duty and Registration of Contracts (Article 37 of GAC)

Seven (7) original copies of the contract will be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

CHAPTER III: Execution of Works

Article 29: Execution Time-Limit of the Contract (Article 38 of GAC)

1. The time-limit for the execution of the works forming the subject of this contract shall be Four (04) Months.
2. This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

Article 30: Role and Responsibilities of the Contractor (Article 40 of GAC)

The Detailed and General Plan of progress of the works shall be communicated to the Engineer in Four (04) copies at the beginning of each month.

Article 31: Provision of Documents and Site (Article 42 of GAC)

A Reproducible Copy of the Plans featuring in the Tender File shall be submitted by the Contracting Authority or Project Manager.

Article 32: Insurance of Structures and Civil Liabilities (Article 45 of GAC)

The following Insurance Policies are required within the scope of this contract in the minimum amounts indicated hereafter:

- Insurance against risks of damages caused to third parties by its paid personnel in active service at work, by the equipment they use in the works;
- Comprehensive insurance of the site;
- Insurance covering its ten-year obligation.

Article 34: Documents to be furnished by the Contractor (Article 49 of GAC Supplemented)

1. Programme of works, Quality Assurance Plan and others to be specified.
 - a) Within a minimum deadline of Sixty (60) Days from the date of notification of the Administrative Order to commence execution, the contractor shall submit in five (5) copies for the approval to the Contracting Authority after the endorsement of the Engineer of the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan.

This programme will be exclusively presented according to the furnished models.

Two (2) copies of these documents will be returned to him within a deadline of between eight and fifteen days from the date of reception with:

- Either the indication "GOOD FOR EXECUTION";
- Or the indication of their rejection including the reasons for the said rejection.

The contractor has eight (8) days to present a new one. The Engineer then has a deadline of five (5) days to give his approval or possibly make remarks. In this case, the procedure is started all over without this affecting the contractual time-limit.

2. The approval given by the Engineer does not in any way release the contractor of his responsibilities. Meanwhile, works executed before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contractual schedule.

The contractor will constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager.

b) The Environment Management Plan should bring out notably; the choice, technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites;

- c) The contractor shall indicate in this programme the equipment and methods which he intends to use as well as the personnel he intends to employ;
- d) The approval granted by the Engineer shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

3. Execution draft;

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the Engineer at least one month prior to the date provided for the commencement of realisation of the corresponding part of the structure.

- b) The Engineer has a deadline of fifteen days to examine and make known his observations. The contractor then has a deadline of eight days to present a new file including the said observations.
4. Others, where need be.

Article 35: Organisation and Safety of Sites (Article 50 of GAC)

1. Signs at the beginning and end of each section must be placed within a maximum deadline of one month after the notification of the Administrative Order to commence work.
2. Services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with Article 50(2) of the GAC].
3. Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 36: Implantation of Structures

The Engineer shall notify within seven (07) days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

Article 37: Sub-Contracting (Article 54 of GAC)

The part of the works to be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

Article 38: Site Laboratory and Trials (Article 55 of GAC)

1. Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.
2. The Engineer has a deadline of ten (10) days to approve the contractor’s personnel and laboratory as soon as the request is formulated.

Article 39: Site Logbook (Article 56 of GAC supplemented)

1. The Site logbook must be systematically jointly signed by the Engineer and the contractor’s representative during site meetings and every day activity.
2. It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

CHAPTER IV: ACCEPTANCE

Article 41: Provisional Reception (Article 67 of GAC)

Before the Provisional Acceptance, the contractor shall request in writing to the Contracting Authority with a copy to the Engineer, the organisation of a technical visit prior to the Provisional Acceptance.

1. Tests included in the operations prior to acceptance the structure (classrooms)
2. Possible ascertainment of the folding up of the site installations and the restitution of the site as was;
3. The Acceptance Commission shall comprise the following members for guideline only:

- | | |
|---|---------------------|
| ✓ The Mayor of Akwaya Council or his Representative as | Chairperson; |
| ✓ The Divisional Delegate MINTP, Contract Engineer, as | Rapporteur; |
| ✓ Divisional Delegate of Public Contracts or his Representative as | Observer; |
| ✓ Chief of Technical Service, Akwaya Council as | Member; |
| ✓ The Stores Accountant, Akwaya Council as | Member; |
| ✓ The Contractor or his Representative, | Member. |

The contractor shall be convened to the reception by mail at least 10 days prior to the reception. He is bound to attend (or be represented).

He takes part in the reception as an observer. His absence is equivalent to reception without reservation of the conclusion of the Reception Commission.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the reception and shall proceed to Provisional Reception of the works if there is need.

The visit for Provisional Reception shall be the subject of minutes of provisional reception signed on the spot by all the members of the Commission.

The minutes of the provisional reception report shall specify or set the date of completion of the works.

4. The guarantee period commences from the date of reception.

Article 42: Documents to be furnished after execution (Article 68 of GAC)

1. The documents to be furnished in three copies within a time-limit of 30 days after Provisional Acceptance are plans of sticking together "recollement".
2. The non supply of the plans and documents can give rise to a deduction on the guarantee in place at the sum of (.....) Francs CFA.

Article 43: Guarantee Period (Article 70 of GAC)

The guarantee period shall be one year to run from the date of the Provisional Acceptance of the works.

Article 44: Final Acceptance (Article 72 of GAC)

1. Final Reception shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee.
2. The procedure for final reception shall be the same as for provisional reception.

CHAPTER V: SUNDRY PROVISIONS

Article 45: Termination of the Contract (Article 74 of the GAC)

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

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

Article 46: Case of Force Majeure (Article 75 of GAC)

1. If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

Rainfall: 200 millimetres in 24 hours;

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

Article 47: Disagreements and Disputes (Article 79 of GAC)

Where no amicable solution can be found for a disagreement, this agreement is brought before the competent Cameroonian jurisdiction, subject to the following provisions.

Article 48: Production and Dissemination of this Contract

Seven (07) of this contract shall be produced at the cost of the contractor and furnished to the Contracting Authority.

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 contractor by the Contracting Authority.

Document N°. 5 Special Technical Conditions (STC)

PARTICULAR TECHNICAL TERMS NOTEBOOK

GENERAL DESCRIPTION

In general, in these descriptions, the Engineer has taken the duty of informing entrepreneurs on the quality of structures to be constructed, in their numbers, their dimensions and their locations. It is worth noting that these descriptions don't have a limitative character and the contractor is expected to execute in the limit of his prices without exception nor reservations, all the works as his profession warrants and which are going to be indispensable for the completion of the projected structures.

The fact that a contractor accepts without modifications of the prescriptions of the technical documents which were given to him implies his total acceptance of the terms of these documents and he is thus expected to assume his total responsibility as a contractor.

During the period between the temporal and final receptions, the contractor will be held responsible for the repairs of any disorder that may occur, in the works he did previously.

CONSTRUCTION OF STRUCTURE

All the dispositions mentioned in the descriptive estimates and on the "plans" have to be respected obligatorily, as much as in the choice of material and the method of construction. -

The contractor should make provisions for all indispensable works in order to assure the smooth and perfect accomplishment of his task in accordance with the rules and regulations.

Furthermore, the contractor haven rendered account of the disposition of the site, its accesses and servitudes, recognizes by his professional knowledge that he cannot pretend to ask for any contractual price increment.

SITE PUT AT THE DISPOSAL OF THE CONTRACTOR

It can be put at the disposal of the contractor during the execution of his work a piece of land defined for the installation of his site. In this case the contractor shall keep this site clean and in good shape at the end of his contract. This land shall thus be handed back to the lawful owner at the end of the contract.

The site shall be constantly cleaned Materials shall be disposed off in a place chosen by the control engineer. The waste material shall be removed from site once every week.

The appreciation of the present article is reserved exclusively on the control engineer

SIGN – POSTS

The contractor shall put in place at his expense sign-posts indicating work in conformity with the plans put at his disposal by the control engineer

DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR

The contractor shall submit to the control engineer ten (10) days after the notification of the contract the following documents:

- A program of execution of work
- A project of the site installation
- A project of planning of work
- Working diagrams

The above clauses are formal (categorical)

By submitting a proposal, or signing a contract, is an indication of the contractor's acceptance without reserve the above clauses.

No petition will be accepted after the submission of proposals on the signing of the contract. It is thus necessary for the contractor to submit to the project manager all questions judged necessary (by him) or important for the total comprehension of the plans and descriptive estimates.

STRUCTURAL STABILITY

Analysis

The control engineer has the right to ask at any time, laboratory analysis on any used materials on site before it is used, at the expense of the contractor. The laboratory for this analysis will be the choice of the control engineer.

Verification of dimensions

The contractor shall verify all the dimensions of the plans and assure their conformity. He shall inform the control engineer immediately in case of any omissions or errors.

The contractor shall not modify any architectural plan without the consent of the control engineer.

In case the contractor does not comply with the above prescriptions, he shall be liable to any error noted during construction and the consequences of all nature that these errors might provoke.

CHARACTERISTICS OF THE DESCRIPTIVE ESTIMATE

I: PRELIMINARY WORKS / STUDIES

Studies

The contractor shall carry out site studies which will enable him to evaluate the quantities that will be necessary for the execution of the contract.

Setting out

The contractor shall execute the setting out of the structure following the plans. This setting out shall be verified by the control engineer before the commencement of any work.

Site security

- Site office

The contractor shall construct a temporal site office with a site store

- Hygiene

The contractor shall ensure total hygiene and security of the site

II: EARTH WORKS

The contractor shall carry out earth works according to the existing norms

This task comprises:

- Excavation of trenches and backfilling
- Trenches for the isolated footings for pillar according to plans
- Trenches for the reinforced concrete and masonry wall in foundation.
- Backfilling of foundation trenches and other backfilling for flooring, including evacuation of excess or borrowed soil.
-

III: FOUNDATION

The contractor shall bear in mind that the following points have to be strictly respected

- Lean concrete (10 cm) thick mixed at 150 kg/m³ for the bottom of trenches
- Reinforced concrete mixed at 350 kg/m³ for ground beams, pillars and footings
- 10cm thick mass concrete floor dosed at 350 kg/m³
- Foundation wall with 20 x 20 x 40cm of filled blocks

IV: FACE WORK

The elevation work comprises

- Plastering of walls with cement mortar mixed at 350 kg/m³
- Reinforced concrete mixed at 350 kg/m³ for tie beams, pillars and lintels
- Mass concrete for steps and gutters and ramp mixed at 350 kg/m³
- Floor screed mixed at 350 kg/m³.

1- Bearing walls:

Bearing walls shall be with hollow cement blocks measuring 15x20x40 as indicated in the designs. These blocks shall conform to the regulations. They shall be supplied by the contractor and approved by the contract engineer.

2- Open-work windows:

To ensure light and ventilation, parts of windows shall be made of open-work windows. They shall conform to all the prescribed norms and be approved by the contract engineer.

3- Coating:

- The bearing surface shall be clean, free from any trace of dust or product resulting from the removal of the formwork. It shall enable the coating to stick firmly; otherwise it shall be treated by wire brushing, staking out or bush-hammering.
- The bearing surface shall be watered to make it deeply wet but then cleaned on the surface during the application of the coating.
- After roofing-in, coating shall start only on block works that have been completed for at least two weeks.

Coating shall comprise three coats.

– **Bond coat or dash bond coat**

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

– **Second coat**

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

– **Finishing coat**

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

3- Fine joints:

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

4- Topping:

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

5- Black board: There shall be two blackboards with a stage on the right board per class reinforced using a wire mesh and finished with a final coat of cement. It shall be painted with two coats of slate (black colour).

V: METAL WORKS.

All works of locksmith will be executed with metal sheet, in tube or metallic angle bars, according to specifications of the descriptive estimate.

All metallic elements must receive two coats of anti rust paint of high quality before usage.

VI: ELECTRICITY

1- Cable sleeves:

With insulation orange tubes, diameter of 16 mm embedded into the block work.

2- Cable:

VGW or TH cables shall be used. As a general rule, the following sections shall be taken:

- 1.5 mm² for lighting circuits
- 2.5 mm² for outlets circuits.

Each circuit shall comprise at most 08 appliances and shall be protected by 10A fuses for lighting circuits and 16A for outlets circuits.

3- Equipment:

Models shall be approved by the contract engineer before they are put up.

VI: CARPENTRY AND JOINERY

Content of works

1- Framework:

Trusses:

Trusses shall be made with solid wood treated with wood preservative (xylophene) or carbonyl section 3x15.

The tie beam and principal rafter shall be doubled. Joints shall be nailed.

Ridge poles:

They shall be made with solid wood treated with carbonyl, section 8x8 and fixed to the trusses by steel staples, diameter 6; they shall be fixed to the gables and partition walls by steel, diameter 6.

2- Roofing:

It shall be made with sheet steel (*tôle bac*), 6/10th fixed to ridge poles by lag screws, 8x80 with accessories

- The ridge of the roof shall be raised and covered with ridge sheet, 50
- Gables shall have sheet steel edges or shall be made with accroter
- Rainwater shall be collected into a heavy metal gutter and shall flow into rainwater pipes.
-

3- Fascia board:

Front and back sides

The fascia board shall be 30 cm large and 3 cm thick. It shall be made with solid treated wood. It shall be coated with aluminium sheets. Aluminium eave gutters and gully should be used to close the edges of the roof for control of rain water.

4- Ceiling

The ceiling shall be made with selected and treated plywood, 4 mm thick. The boards shall be 60 cm x 120 cm double-faced, fixed to lath joists measuring 4 cm x 8 cm; they shall be separated one from the other by a hollow joint of 5 mm. NB: Aluminium ceiling (*tôle lise*) round the outside veranda.

- Peripheral over strips, inside and outside
- Cellar flap to be put in easily accessible places
- Vent holes perforated on the external boards on the right side of each board.

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 NF P 21.202: design and assembling
- Rules CB 71: designs and design of wood frameworks.

VII: PAINTING

Paint works shall include rubbing down, flattening and filling-in the paint coating.

1- Primer:

- Walls: Pantex 800 or Tacicryl: 02 coats
- Ceilings: Pantex 800 or Tacicryl: 02 coats

2- Finishing:

Walls and ceilings:

- ° Ceilings: Pantex 800: 02 coats or Tacicryl: 02 coats
- ° External walls: Pantex 1300: 02 coats or Tacicryl extra: 02 coats
- ° External walls: Pantex 1300: 02 coats or Tacicryl extra: 02 coats
 - Wall base: 15cm of alkyd paint: 02 coats or Tacilac extra: 02 coats
 - Doors and windows: alkyd paint: 02 coats or Tacilac extra: 02 coats

Regulations to observe

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

VIII: DRAINAGE

The Drainage Works comprises

- Construction of external gutters with concrete round the building
- Protecting the surrounding building with mass concrete

Document N^o. 6 Schedule of unit prices

Model of Price Schedule of unit prices

	DESIGNATION	UNIT	U.P in figures	U.P in words
	LOT 100: PREPARATORY WORKS AND STUDIES			
101	Site Installation.	ff		
102	Clearing of site.	m ²		
103	Setting out of the structure	ff		
	LOT 200: EARTH WORK			
201	Leveling of the construction site.	m ²		
202	Mass excavation for foundation trenches (<i>L x 0,6 x 0,8</i>) and pillar footings.	m ³		
203	Back filling of foundation in good laterite under floor concrete by successive layers of 20 cm well compacted.	m ³		
	LOT 300: FOUNDATION			
301	Lean concrete batch with 150 Kg/m ³	m ³		
302	Elevation with hollow blocks of <i>20 x 20 x 40</i> filled with concrete for foundation, stage, stairs and access ramp including all sujestions.	m ²		
303	Reinforced concrete batch with 350 Kg/m ³ for pillar footings, pillars (<i>H x 0,2 x 0,2</i>) and foundation beams (<i>L x 0,2 x 0,2</i>) including all sujestions.	m ³		
304	Mass concrete floor 8 cm thick with 350 Kg/m ³ , with cement paste finish	m ²		
	LOT 400: ELEVATION			
401	Hollow block of <i>15 x 20 x 40</i> for walls elevation and gable ends.	m ²		
402	Reinforced concrete batch with 350 Kg/m ³ for pillars, lintels (<i>L x 0,15 x 0,2</i>) and top beams (<i>L x 0,15 x 0,2</i>).	m ³		
403	Plastering with cement mortar in two coats 2,5 cm thick	m ²		
404	Reinforced concrete with wire net batch with 400 Kg/m ³ for Black board (<i>section = 5 x 1,2 m², e = 0,05m</i>)	U		
405	Supply and construction of fancy blocks	m ²		
406	Smooth floor finish of 4cm thick	m ²		
	LOT 500: CARPENTRY AND JOINERY			
501	Assembled double truss with hard wood of <i>3 x 15 cm²</i> , treated with XYLAMON or similar.	m ³		
502	Purlins and battens with hard wood of <i>5 x 8cm²</i> , treated with XYLANON or similar.	m ³		
503	Ceiling complete including 5mm plywood of <i>section 0,6 x 1,2 m² section</i> , noggin, ceiling battens, a manhole in each room and all accessories.	m ²		
504	Fascia board in red hard wood covered with Tôle Bac 6/10e.	ml		
505	Aluminium roofing sheets (<i>Tôle Bac 6/10e</i>).	m ²		
506	Aluminium ridge piece of <i>50 cm</i> large.	ml		
507	Aluminium smooth sheets at the gables and eaves.	ml		
	LOT 600: METAL WORK			
601	Single panel metallic doors of (<i>100 x 220</i>) with good <i>vachette handle locks</i> , attached to wood framing.	U		
602	Alu gables and eaves	m ²		
603	Protection of edges of veranda with angle bars	ml		
	LOT 700; ELECTRICITY			

701	Flexible orange tubes of 11 mm ²	R		
702	Cables VGV 1,5 mm ² for lighting on ceiling including all accessories.	R		
703	Cables TH 2,5 mm ² for sockets including all accessories.	R		
704	Fluorescent tube complete of 1,2 m	U		
705	Switches	U		
706	Sockets	U		
707	Installation including other accessories (<i>junction boxes</i>) and linking to the electrical network of the school	FF		
	LOT 800: PAINTING			
801	Priming	m ²		
802	Apply two coats of paint on ceiling with <i>white color</i>	m ²		
803	Apply two coats (PANTEX 800) on external walls with <i>yellow color</i> .	m ²		
804	Apply two coats (PANTEX 800) on internal walls with <i>yellow color</i> .	m ²		
805	Skirting with Oil paint on basement in brown color (<i>H = 30 cm</i>), wood and metal elements.	m ²		
806	Apply renovator paint for board (black colour)	m ²		
	LOT 900: VRD			
901	Creation of gutter trenches round the building.	ml		
902	Mass concreting (between walls and gutters) of 5 cm thick round the building	ml		

DOCUMENT N^o. 7: BILL OF QUANTITIES AND ESTIMATES

Model of bill of quantities and estimates

N°	DESCRIPTION	Unit	Qty	U. Price	TOTAL
LOT 100: PREPARATORY WORKS AND STUDIES					
101	Preliminary works, studies and site Installation.	ff	1		
102	Clearing of site.	m ²	555		
103	Setting out of the structure	ff	1		
SUB TOTAL LOT 100					
LOT 200: EARTH WORK					
201	Leveling of the platform including all sujestions.	m ²	555		
202	Mass excavation for foundation trenches ($L \times 0,6 \times 0,8$) and pillars footing including all sujestions.	m ³	47		
203	Back filling of foundation under floor concrete by successive layers well compacted of 20Cm.	m ³	95		
SUB TOTAL LOT 200					
LOT 300: FOUNDATION					
301	Lean concrete batch with 150 Kg/m ³	m ³	1.7		
302	Elevation with hollow block of 20 x 20 x 40 filled with concrete for foundation, stage, stairs and acces ramp including all sujestions.	m ²	62		
303	Reinforced concrete batch with 350 Kg/m ³ for pillars footing (24X0.40X0.40X0.15), pillars (15 x 30) and foundation beams ($L \times 0,2 \times 0,2$) including all sujestions.	m ³	9.6		
304	Mass concrete floor 8 cm thick with 350 Kg/m ³ .	m ²	175.4		
SUB TOTAL LOT 300					
LOT 400: ELEVATION					
401	Hollow block of 15 x 20 x 40 for walls elevation and gable end including all sujestions.	m ²	162		
402	Reinforced concrete batch with 350 Kg/m ³ for pillars, lintels ($L \times 0,15 \times 0,2$), top beams ($L \times 0,15 \times 0,2$) and access ramp including all sujestions.	m ³	5.8		
403	Plastering with cement mortar of 2,5 cm thick	m ²	324		
404	Reinforced concrete with wire net batch with 400 Kg/m ³ for Black board (section = $5 \times 1,2 \text{ m}^2$, $e = 0,05 \text{ m}$)	U	4		
405	Supply and construction of fancy blocks	m ²	33		
406	Smooth floor finish of 4cm thick	m ²	175.4		
SUB TOTAL LOT 400					
LOT 500: CARPENTRY AND JOINERY					
501	Assembled double truss with hard wood of $3 \times 15 \text{ cm}^2$, treated with XYLAMON or similars.	u	9		
502	Purlins and battens with hard wood of $5 \times 8 \text{ cm}^2$, treated with XYLANON or similars.	m ³	2.5		
503	Ceiling complete including 5mm ceiling board of section $0,6 \times 1,2 \text{ m}^2$ section, nogging, ceiling battens and all accessories.	m ²	230		
504	Fascia board with Aluminium sheets.	ml	62		
505	Aluminium roofing sheets (Tôle Bac 6/10e).	m ²	234		
506	Aluminium ridge piece of 50 cm large.	ml	20.85		
507	Aluminium smooth sheets at the gables and eaves	ml	62		
SUB TOTAL LOT 500					
LOT 600: METAL WORK					
601	Single panel metallic doors of (100 x 220) with good vachette handle locks, attached to wood framing.	U	4		
602	alu gables and eaves	m ²	23.04		
603	Protection of edges of veranda with angle bars	ml	27.5		
SUB TOTAL LOT 600					
LOT 700: ELECTRICITY					
701	Flexible orange tubes of 11 mm	R	3		

702	Cables <i>VG</i> 1,5 mm ² on ceiling including all accessories.	R	2	
703	Cables <i>TH</i> 2,5 mm ² including all accessories.	R	2	
704	Fluorescent tube complete of 1,2 m	U	14	
705	Switches	U	8	
706	Sockets	U	8	
707	Installation including other accessories (<i>junction boxes</i>) and linking to the electrical network of the school	FF	1	
SUB TOTAL LOT 700				
LOT 800: PAINTING				
801	Priming	m ²	357	
802	Apply two coats (PANTEX 800) on ceiling with <i>white colour</i>	m ²	230	
803	Apply two coats (PANTEX 1300) on external walls with <i>yellow colour</i> .	m ²	162	
804	Apply two coats (PANTEX 800) on internal walls with <i>yellow colour</i> .	m ²	195	
805	Skirting with Oil paint on basement (<i>H = 30 cm</i>), wood and metal elements.	m ²	85	
806	Apply renovator paint for board (black colour)	m ²	24	
SUB TOTAL LOT 800				
LOT 900: VRD				
901	Creation of gutter trenches of 0,40 x 0,60 m ² round the building	ml	72	
902	Mass concreting e=8cm round the building	ml	60	
SUB TOTAL LOT 900				

RECAPITULATION

DESCRIPTION	TOTAL
LOT 100: PREPARATORY WORKS AND STUDIES	
LOT 200: EARTH WORK	
LOT 300: FOUNDATION	
LOT 400: ELEVATION	
LOT 500 CARPENTRY AND JOINERY	
LOT 600: METAL WORK	
LOT 700: ELECTRICITY	
LOT 800: PAINTING	
LOT 900: VRD	
GENERAL TOTAL WITHOUT V.A.T (T H T)	
VAT 19,25% T H T	
GENERAL TOTAL WITH V.A.T (TTC)	
ADVANCE TAX 2,2 % or 5,5% T H T	
NET PAYMENT	

Close this bill of quantities and estimates at the sum of _____

Signature

Document N^o. 8: Framework of sub-detail of prices

The Sub-Detail of Prices and Taxes

Désignation du prix :				
N° DU PRIX	Rendement journalier	Quantité totale	Unité	Durée de l'activité
A. Personnel	Catégorie	Salaire journalier	Jours facturés	Montant
Total A : Personnel				
B. Matériel et engins	Type	Taux journalier	Jours facturés	Montant
	Petit Matériel			
Total B : Matériel et engins				
C. Matériaux et divers	Type	Prix unitaire	Consommation	Montant
Total C : Matériaux et divers				
D	Total coût direct		D = A + B + C	
E	Frais généraux de chantier	x%	E = D x %	
F	Frais généraux de chantier	x%	F = D x %	
G	Coût de revient		G = D + E + F	
H	Risques et bénéfices	x%	H = G x %	
P	<i>Prix de vente hors taxes</i>		P = G + H	
V	Prix de vente unitaire hors taxes		P/Quantité	

Document N^o. 9: Model contract

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

MINISTRY OF TERRITORIAL ADMINISTRATION
AND DECENTRALIZATION

SOUTH WEST REGION

MANYU DIVISION

AKWAYA SUB-DIVISION

AKWAYA COUNCIL



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE L'ADMINISTRATION
TERRITORIAL ET DE LA DECENTRALISATION

REGION DU SUD-OUEST

DEPARTEMENT DU MANYU

ARRONDISSEMENT D'AKWAYA

COMMUNE D'AKWAYA

JOBGING ORDER N°...../JO/MAYOR/AC/ACTB/PIB/2026

Awarded after Open National Invitation to Tender by Emergency Procedure
N°...../MAYOR/AC/ACTB/PIB/2026 of FOR THE CONSTRUCTION OF A
BLOCK OF TWO (02) CLASSROOMS AT SOME GOVERNMENT PRIMARY
SCHOOLS, IN AKWAYA SUB-DIVISION.

PROJECT OWNER: THE MAYOR OF AKWAYA COUNCIL

BENEFICIARY:
P.O. Box,, Tel:

BUSINESS REGISTRY N°: ,.....

TAXPAYER'S N°:

**SUBJECT: FOR THE CONSTRUCTION OF A BLOCK OF TWO (02) CLASSROOMS AT SOME
GOVERNMENT PRIMARY SCHOOLS**

PLACE:

EXECUTION DEADLINE:

AMOUNT IN CFA F:

EVAT	
VAT 19.25% (THT)	
IVAT	
AIR 5.5 % or 2.2% (THT)	
NET PAYMENT	

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) 2026

BUDGET HEAD:

SUBSCRIBED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

BETWEEN:

The Government of the Republic of Cameroon, represented by **The Mayor of Akwaya Council** hereinafter referred to the “**Contracting Authority**”

ON THE ONE HAND,

AND

..... **ENTERPRISE**

P.O. Box,, **Tel:**

Business Registry No.

Taxpayer’s No.

Represented by, its General Manager, hereinafter referred to as the “Contractor”

ON THE OTHER HAND,

AGREED ON THE FOLLOWING:

SUMMARY

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

**Awarded after Open National Invitation to Tender by Emergency Procedure
No. /ONIT/MAYOR/ACTB/PIB/2026 of For The CONSTRUCTION
Of A Block Of Two (02) Classrooms At Some Government Primary Schools, In Akwaya
Sub-Division.**

BENEFICIARY **ENTERPRISE**
P.O. Box,, **Tel:**
Account Number at **Bank,**
Execution Deadline

Amount of contract in F CFA:

EVAT	
VAT (19.25%)	
IVAT	
AIR (5.5 % or 2.2%)	
NET PAYMENT	

Read and accepted by the Contractor Akwaya the _____
Signature of Contracting Authority Akwaya the _____
Registration

Document N°. 10: Forms and Models to be used

TABLE OF MODELS

Annexure 1.	Model declaration of intention to tender
Annexure 2.	Model tender
Annexure 3.	Model bid bond
Annexure 4.	Model final bond
Annexure 5.	Model staff-off advance bond
Annexure 6.	Model retention fund (guarantee retention)

Annex No. 1: Model tender

I, the undersigned _____ [*indicate the name and capacity of signatory*]
Representing the _____ company or enterprise or group¹ with head office at _____
registered in the trade register of _____ under the number No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File:
[*recall the subject of the invitation to tender*]

- After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____ [*in figures and words*] CFA francs exclusive of VAT and at _____ CFA francs Inclusive of all Taxes. [*In figures and words*].
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my offer for [*indicate duration of validity, in principle 90 days for national invitations to tender 120 days for international invitations to tender*] from the deadline of submission of tenders.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Contracting Authority shall pay the sums due for this contract by crediting account No..... opened in.....Bank.....Branch

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Signature of.....in the
capacity of.....duly authorised to
sign the tenders on behalf
of².....

¹ Delete where necessary

² Attach the Power of Attorney

ANNEX No. 2: MODEL BID BOND

Addressed to *[indicate the Contracting Authority and his address]* “Contracting Authority”

Whereas the undertaking _____ hereinafter referred to as the “bidder” has submitted his tender on _____ for *[recall the subject of the invitation to tender]*, hereinafter referred to as “the tender” and to which must be attached a bid bond equivalent to *[indicate the amount]* CFA francs.

We _____ *[name and address of the bank]*, represented by _____ *[names of signatories]*, hereinafter referred to as “the bank” hereby declare to guarantee payment to the Contracting Authority of the maximum sum of *[indicate the amount]* CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his tender during the validity period specified by him in the tender;

Or

If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract;

We pledge to pay to the Contracting Authority an amount up to the maximum of the sum referred to above upon reception of the his first written request, without the Contracting Authority having to justify his request, given, however, that in his request the Contracting Authority shall note that he is due the amount he is claiming because one or the other or both of the above condition(s) has (have) been fulfilled and he shall specify which condition(s) took effect.

This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

This bond shall, for purposes of its interpretation, be submitted to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this commitment and its consequences.

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

ANNEX No. 4: Model of start-off advance bond

Bank: reference, address _____

We, the undersigned, (bank, address) hereby declare by the present to guarantee on behalf of _____ [*the holder*] to the benefit of the Contracting Authority [*address of the Contracting Authority*] (*the beneficiary*)

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [*the holder*] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [*indicate the subject of the works, the references of the invitation to tender and the lot, if possible*] of the total sum corresponding to to the advance of [*twenty (20) %*] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

This bond shall enter into force and shall take effect upon reception of the respective parts of this advance into the accounts of _____ [*the holder*] opened in the _____ bank under No. _____.

This bond shall remain in force up till the reimbursement of the advance in accordance with the SAC. However, the amount of the guarantee shall be proportionately reduced on the progressive reimbursement of the advance.

The applicable law and jurisdiction shall be those of the Republic of Cameroon.

Signed and authenticated by the bank at _____ on _____

Signature of the bank

ANNEX No. 5: MODEL OF PERFORMANCE BOND (RETENTION FUND)

Bank: _____

Reference of the bond: No _____

Addressed to *[Indicate the Contracting Authority]*

[Address of Contracting Authority]

Hereinafter referred to as “the Contracting Authority”

Whereas _____ *name and address of Supplier*] hereinafter referred to “the contractor”, pledged, in execution of the contract, to carry out the works of *[indicate the subject of the work]*

Whereas it is stipulated in the contract that the retention fund fixed at *[percentage below 10 % to be specified]* of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,

We, _____ *[name and address of the bank]*,

Represented by _____ *[names of signatories]* and hereinafter referred to as “the bank”,

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of _____

[in figures and letters] corresponding to *[percentage below 10 % to be specified]* of the contract price³.

And we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Contracting Authority within the meaning of the contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to *[percentage below 10 % to be specified]* of the total amount of the works featuring in the final detailed account, without the Contracting Authority having to prove or give the reasons nor the motive for the amount of the sum indicated above.

We hereby agree that no change or addendum or any other amendment shall release us of any obligation incumbent on us by virtue of this bond and we hereby incline by the present to the notification of any amendment, addendum or change.

This bond shall enter into force upon signature. It shall be released within Sixty (60) Days from the date of the final acceptance of the works and upon release issued by the Contracting Authority.

Any request for payment formulated by the Contracting Authority by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

³ In the case where the bond is established once upon start of the works and covers the full bond, that is, 10 % of the amount of the contract

ANNEX No. 6: Schedule framework

Note on the presentation of schedules

The quantities, daily outputs, the duration of execution of works and the slowdowns or even the due interruptions must be clearly brought out in the schedules.

The financial schedule resulting from the schedule of works must indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.

**Document N^o. 12: List of banking establishments and financial bodies
authorised to issue bonds for public contracts**

List of Banking Establishments

- 1- Afriland First Bank (First Bank);
- 2- United Bank for Africa (UBA);
- 3- Banque Internationale du Cameroun pour l'Épargne et le Crédit (BICEC) ;
- 4- CITI BANK Cameroon (CITI-C);
- 5- COMMERCIAL BANK CAMEROON (CBC);
- 6- ECOBANK Cameroun+ (ECOBANK);
- 7- National Financial Credit Bank (NFC-BANK);
- 8- Société Commerciale de Banque Cameroun (CA-SCB);
- 9- Société Générale des Banques au Cameroun (SGBC) ;
- 10- Standard Chartered Bank Cameroon (SCBC);
- 11- Union Bank of Cameroon (UBC).
- 12- Banque Atlantique du Cameroun (BAC).

This list is available at ARMP.