

**REPUBLIQUE DU CAMEROUN**

Paix-Travail-Patrie

MINISTRE DE DECENTRALISATION  
ET DU DEVELOPPEMENT LOCALE

REGION DE SUD-OUEST  
DEPARTMENT DE NDIAN

**COMMUNE D'EKONDO TITI**

\*\*\*\*\*

SECRETARIAT GENERALE  
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**REPUBLIC OF CAMEROON**

Peace-Work-Fatherland

MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT

SOUTH WEST REGION  
NDIAN DIVISION

**EKONDO TITI COUNCIL**

\*\*\*\*\*

GENERAL SECRETARIAT  
P.O BOX 16 Ekondo Titi, Tel: (+237) 677501193

# TENDER FILE

CONTRACTING AUTHORITY: *THE MAYOR OF EKONDO TITI COUNCIL*

TENDER BOARD: *EKONDO TITI COUNCIL INTERNAL TENDERS BOARD (ETCITB)*

## OPEN NATIONAL INVITATION TO TENDER

N<sup>o</sup> **05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026**  
Rehabilitation of Integrated Health Centre Kumbe Balue  
**BY EMERGENCY PROCEDURE**

FUNDING: **PIB- 2026 MINDDEVEL**

BUDGET HEAD N<sup>o</sup>: **60 27 32000005 0411464211**

CREDIT N<sup>o</sup>: **JB03873**

**FINANCIAL YEAR 2026**

# TABLE OF CONTENTS

**Document No. 1: Tender notice**

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

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

**Document No. 4: Special Administrative Conditions**

**Document No. 5: Special Technical Conditions**

**Document No. 6: Schedule of unit prices**

**Document No. 7: Bill of quantities and estimates**

**Document No. 8: The sub-detail of prices**

**Document No. 9: Model Jobbing Order**

**Document No. 10: Model Forms to be used by bidders**

**Document No. 11: List of banking establishments and financial bodies authorised to issue bonds  
for Public Contracts**

**Document No. 12: Plans, Drawings and Layout**

# DOCUMENT ONE

## TENDER NOTICE

**DOCUMENT N°1**  
**TENDER NOTICE**  
**OPEN NATIONAL INVITATION TO TENDER**  
**N° 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026**  
**Rehabilitation of Integrated Health Centre Kumbe Balue**

**BY EMERGENCY PROCEDURE**

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

Within the framework of the execution of the 2026 State Budget, the Mayor of Ekondo Titi council hereby launches an open national invitation to tender **Rehabilitation of Integrated Health Centre Kumbe Balue**

**2. Nature of works:**

The works comprise notably; **Rehabilitation of Integrated Health Centre Kumbe Balue**

This involves the realisation of the tasks outlined in the bills of quantities and cost estimates and elaborated in the special technical clauses comprising notably:

- Preliminary works and actions involving complementary studies and site installation;
- Earth works ;
- Elevation/masonry works ;
- Metal works ;
- Painting ;
- Accessories and others.

**3. Execution time frame:** The maximum duration of execution provided for by the Contracting Authority is **three (03) months**. This duration is as from the date of notification of the service order to start work.

**4. Number of Lots**

The works which form the subject of this invitation to tender are grouped in one lot.

**5. Estimated cost**

The estimated cost after preliminary studies stands at: **Twelve million nine hundred and fifty thousand francs (12 950 000) FCFA**.

**6. Participation and origin**

Participation is opened to all duly registered Cameroonian enterprises with the necessary technical, financial and legal capacities and who are not under suspension by the authority in charge of public contracts.

**7. Financing**

Works which formed the subject of this invitation to tender shall be financed by the **PUBLIC INVESTMENT BUDGET (PIB) of 2026 financial year through** budget head (imputation) N°.

**8. Bid bond:**

Each bidder must include in his/her administrative documents, a bid bond that respects the models of this tender file, issued by a first-rate banking establishment approved by the Ministry in charge of finance, (see list in document No. 12 of this tender file), and of an amount of **Two hundred and fifty nine thousand (259,000) FCFA**, valid for Ninety (90) days beyond the date of validity of bids.

Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and that of the successful bidder shall be retained until the required performance guarantee for good execution is provided.

**9. Consultation of tender file:**

The tender file may be consulted during working hours in the Ekondo Titi council office, Service of public contract or the secretariat of the Internal Tenders Board, Tel: **681 982 287** as soon as this notice is published.

**10. Acquisition of tender file:**

The tender file may be acquired from the council office, service of public contract or the secretary of the Internal Tenders Board, Tel: **681 982 287** as soon as this notice is published and upon presentation of a non-refundable treasury receipt (payable at the Treasury of Ekondo Titi Council) bearing the amount of **twenty five thousand (25,000) FCFA**. Such a receipt shall identify the concerned bidder.

**11. Submission of bids:**

Each bid drafted in English or French shall be signed by the bidder or by a duly authorized representative and presented in **seven (07) copies** including the original and six (06) copies marked as such. These shall be submitted in one sealed pack containing three (3) envelopes; (A: Administrative file, B: Technical file, C: Financial file). The sealed pack shall bear no information on the enterprise, and should **reach service of public contract or the secretary of the Internal Tenders Board, Tel: 681 982 287; latest the 14/04/2026 at 11:00 am** local time and should carry the inscription:

**OPEN NATIONAL INVITATION TO TENDER  
NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026  
Rehabilitation of Integrated Health Centre Kumbe Balue**

**BY EMERGENCY PROCEDURE  
"To be opened only during the bid-opening session"**

In case of any ambiguities or differences, only the original shall be considered authentic.

**12. Admissibility of bids**

Under penalty 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 three (3) months before the latest date set for the opening of bids.

Any bid not in compliance with the prescriptions of the Tender File shall be declared Inadmissible. This refers especially to the absence of a bid bond issued by a first order bank approved by the Minister in charge of Finance valid for thirty (30) days after the validity of bids.

### 13. Opening of bids:

The opening of the bids in one phase shall be done on **14/04/2026 at 12:00 noon** prompt local time in the Conference Hall of the Ekondo Titi council.

Only bidders may attend or be duly represented by a person of their choice, who has a full knowledge of the file and has been mandated in that capacity.

#### 13.1-Eliminatory criteria

- Absence of bid bond

**14.2. Main qualification (essential) criteria:** The evaluation of the bids shall be done on predefined technical criteria following the binary process ('Yes' or 'No'). The criteria relating to the qualification of candidates will indicatively be on the following:

- General Presentation, compliance with the model bid;
- Financial capacity;
- Ongoing job within the municipality
- Experience (references) of the enterprise;
- Personnel to be mobilized
- Material and essential equipment put at the disposal of the project;
- Methodology, organization of the site and relevance of proposed solutions;
- Mastery of the terrain
- Duration of execution.

#### 14. Award

The jobbing order/contract shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid and technical quality, in accordance with article 99 of the Public Contracts code. That is, it shall be awarded to the bidder with a satisfactory technical score and the lowest financial offer.

#### 15. Validity of bids

The bidders shall remain committed to their offers/bids for a period of ninety (90) days from the deadline set for the submission of bids.

#### 16. Complementary information

Complementary technical information may be obtained during working hours on weekdays from the **office of the Secretariat of the Internal Tenders Board** at the **Ekondo Titi Council, Tel: 681 982 287.**

**Ekondoo Titi, the 23/03/2026**

**The Mayor Ekondo Titi Council**  
(Contracting Authority)

**Copies:**

- ARMP/SWR
- DDMINMAP-Ndian
- Chairman/ETCITB
- Notice Boards
- File/archives

**AVIS D'APPEL D'OFFRES**  
**AVIS D'APPEL D'OFFRES NATIONAL OUVERT**  
**NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026**  
**IHC Kumbe Balue : Rehabilitation.**  
**POUR LA PROCEDURE D'EMERGENCE**

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

Dans le cadre de l'exécution du Budget d'Investissement Public pour l'exercice 2026, **Le Maire**, *Autorité Contractante*, lance un Appel d'Offres national ouvert **IHC Kumbe Balue : Rehabilitation.**

**Consistance des travaux**

Les travaux à réaliser sont inscrits dans le devis estimatif et quantitatif et élaboré dans le CCTP. Il comprend notamment:

- Les travaux préparatoires y compris études et mobilisation;
- Terrassement ;
- Elévation ;
- Menuiserie métallique ;
- Peinture ;
- Accessoires et citerne d'eau.

**2. Durée d'exécution**

La durée globale maximale d'exécution des travaux est de **trois (03) mois**. Ce délai est à compter de la date de notification de l'ordre de service de démarrage des travaux.

**3. Allotissement**

Les travaux sont regroupés en un lot unique.

**4. Coût prévisionnel**

Le coût prévisionnel de l'opération à l'issue des études préalables est de **12 950 000 FCFA**.

**5. Participation et origine**

La participation est ouverte à toutes les entreprises camerounaises dûment enregistrées avec les capacités techniques, financières et légales nécessaires et aussi seul des entreprises dans cette domaine d'activité au Cameroun et qui ne sont pas en période de suspension par l'autorité en charge des marchés publics.

**6. Financement**

Les travaux objet du présent appel d'offres sont financés par le Budget d'investissement Publics de MINDDEVEL 2026 pour exercice 2026 par imputation N°.

**7. Cautionnement provisoire**

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission) établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire agréé par le Ministère des Finances (voie liste dans la pièce No. 12 du DAO), et d'un montant de **259,000 FCFA**, valable pour quatre-vingt-dix (90) jours après la date de validité des offres.

Le cautionnement provisoire sera libéré d'office au plus tard quinze (15) jours à compter de la date d'attribution du marché pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le

soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

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

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès du *Service du Mairie de Ekondo Titi*, précisément au **bureau du Secrétariat de la Commission interne de Passation des marchés de la mairie de Ekondo Titi** ; Tel: **681 982 287** dès publication du présent avis.

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

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès du *Service du Mairie de Ekondo Titi*, précisément au **bureau du Secrétariat de la Commission interne de Passation des marchés de la mairie de Ekondo Titi tel 681 982 287**, dès publication du présent avis, et sur présentation d'une quittance de versement d'une somme non remboursable de **25 000 FCFA** au (Trésorerie de la Mairie de Ekondo Titi). Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

## 10. Remise des offres :

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont l'original et six (06) copies marqués comme tels devra être remise en une enveloppe cellophane contenant trois (03) autres enveloppes ; (A : Dossier Administratif, B : Offre Technique, C : Offre financière). Devra parvenir au *Service du Mairie de Ekondo Titi*, précisément au **bureau du Service de marche publique à la mairie de Ekondo Titi**, au plus tard le **14/04/2026**. À **11h** et devra porter la mention :

**AVIS D'APPEL D'OFFRES NATIONAL OUVERT  
NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026  
Pour la construction d'un complexe sportif à Ekondo Titi.**

« A n'ouvrir qu'en séance de dépouillement »

Les offres parvenues après les dates et heure limites de dépôt des offres ne seront pas reçues.

## 11. Recevabilité des offres

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis. Les offres cumulatives ne seront pas acceptées.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances, valable pendant 30 jours au-delà du délai de validité des offres.

## 12. Ouverture des plis

L'ouverture des offres aura lieu en un temps le **14/04/2026 à 12 heures** précises, heure locale dans la salle de Conférence de la *mairie de* en présence des soumissionnaires.

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix ayant une parfaite connaissance du dossier et mandaté à cet effet.

## 13.1-Critères éliminatoires

- Absence ou insuffisance de la caution provisoire de soumission
- L'évaluation sera faite sur la base des critères techniques prédéfinis suivant le système binaire ('Oui' ou 'Non'). Ces critères ont été groupés par rubriques ainsi qu'il suit :
  - Présentation générale;
  - Capacité financière ;
  - Travaux en cours dans l'arrondissement
  - Références de l'entreprise;
  - Qualité du personnel postulé;
  - Moyens logistiques/equipment ;
  - Métrés du terrain
  - Méthodologie/Organisation des travaux et chantier ;

### 13. Attribution

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la **moins-disant** et **techniquement qualifiée**, conformément à l'article 99 du Code des lettres commandes Publics.

### 14. Durée de validité de s'offres

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

### 15. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus tous les jours aux heures ouvrables auprès du **Secrétariat de la Commission interne de Passation des marchés de la mairie d'Ekondo Titi** ; Tel: **681 982 287**

**Ekondo Titi, le 23/03/2026**

**Le Maire de la commune d'Ekondo Titi.**

(Autorité Contractante)

### Copies :

- ARMP/SO;
- DD MINMAP-Ndian
- Président/ETCITB/SO;
- Affichage
- Chrono.

Document No: 2

**GENERAL REGULATIONS OF  
THE INVITATION TO TENDER**

# 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 the bidder.....
- Article 7: Visit of site of works.....

**B. Tender File**.....

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

**C. Preparation of Bids**

- 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: Date and time-limit for submission of bids.....
- Article 23: Out of time-limit bids.....
- Article 24: Modification, substitution and withdrawal of bids.....

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

- Article 25: Opening of bids.....
- Article 26: Confidential nature of the procedure.....
- Article 27: Clarifications on the bid and contact with Contracting Authority.....
- Article 28: Determination of their compliance.....
- Article 29: Qualification of the bidder.....
- Article 30: Correction of errors.....
- Article 31: Conversion into a single currency.....
- Article 32: Evaluation of financial bids.....
- 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: Notification of the award of the contract.....
- Article 37: Signature of the contract.....
- Article 38: Final bond.....

## A. General

### **Article 1: Scope of the tender:**

- 1.1. The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an open national invitation to tender for the works described in the Special Regulations.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.3 In this Tender File, the term “day” means a calendar day.

**Article 2: Financing:** The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

### **Article 3: Fraud and corruption:**

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

a) The following definitions shall be admitted:

a.1 Shall be guilty of “corruption” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

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

a.3 “Collusive practices” shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

a.4 “Coercive practices” shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

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

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

### **Article 4: Candidates allowed for competing:**

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

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

a. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.

b. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:

b.1 Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or

b.2 Presents more than one bid within the context of invitation to tender, except authorized variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.

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

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

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

**Article 5: Building materials, materials, supplies, equipment and authorized services:**

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

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

**Article 6: Qualification of bidder:**

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

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

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

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

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

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

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

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

6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

**Article 7: Visit of works site:**

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

7.2 The Project Owner shall authorize the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.

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

## **B. TENDER FILE**

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

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

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract:

- The execution schedule;
- Model of forms presenting the equipment, personnel and references;
- Model bidding letter;
- Model bid bond;
- Model final bond;
- Model of bond of start-off advance;
- Model of guarantee in replacement of the retention fund;
- Model contract;

Document No. 11. Models to be used by bidders;

- Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorized to issue bonds for public contracts to be inserted by the Contracting Authority.

8.2 The bidder must examine all the regulations, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare a bid in compliance with all aspects of the said file.

### **Article 9: Clarifications on the Tender File and complaints**

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

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

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

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

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

## C PREPARATION OF BIDS

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

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

### **Article 13: Constituent documents of the bid**

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

#### **a. Volume 1: Administrative file:** It includes:

a.1 All documents attesting that the bidder:

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

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

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

#### **b. Volume 2: Technical bid**

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

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

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

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

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

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

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

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

**Article 14: Bid price:**

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .

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

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

**Article 15: Currency of bid and payment**

15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.

15.2 **Option A:** The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

- a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

15.3 **Option B:** The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

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

- a. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";
  - a. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

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

**Article 16: Validity of bids:**

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Contracting Authority as not being in compliance.

16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorized to do so.

16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from the date of overrun of sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of works by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation of bids.

**Article 17: Bid bond**

17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.

17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorized subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.

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

17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:

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

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

b.3 Refuses to receive notification of the Administrative Order to commence execution.

**Article 18: Varying proposals of bidders**

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

18.2 Except in the case mentioned in article 18(3) below, bidders wishing to offer technical variants must first assess the basic solution of the Contracting Authority as described in the Tender File and furnish in addition all the information which the Contracting Authority needs for a complete evaluation of the proposed variant, including the plans, calculations, technical specifications, sub-details of prices and proposed construction methods and all other useful information. If necessary, the Contracting Authority will examine only the technical variants of the bidder whose bid is in compliance with the basic solution has been evaluated as the lowest bid.

18.3 When according to the Special Regulations the bidders are authorized to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated on their own merit in accordance with the provisions of article 31(2) (g) of the General Regulations.

**Article 19: Preparatory meeting to the establishment of bids**

19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.

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

19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.

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

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

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

20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.

20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialed by the signatory (ies) of the bid.

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

**D. SUBMISSION OF BIDS**

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

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

21.2 The external and internal envelopes:

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

21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

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

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

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

22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

**Article 23: Late bids:** Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

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

24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".

24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.

24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.

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

### **E. OPENING OF ENVELOPES AND EVALUATION OF BIDS**

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

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

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.

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

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

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

25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialed copy of the bids presented by bidders.

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

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

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

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

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

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

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

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorized, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

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

**Article 28: Determination of compliance of bids**

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

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

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

- Which substantially limits the scope, quality or realization of the works;
- which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
- Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

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

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

**Article 29: Qualification of the bidder:** The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfills the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

**Article 30: Correction of errors**

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

- a. Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a

gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

- b. If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- c. Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

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

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

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

### **Article 32: Evaluation and comparison of financial bids**

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

32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:

- a. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b. By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c. By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
  - e. By taking into consideration the various execution time-limits proposed by the bidders, if they are 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 article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

**Article 33: Preference granted national bidders:** National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

#### **Article 34: Award**

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

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

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

**Article 36: Notification of award of the contract:** Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

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

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

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

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

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

#### **Article 38: Final Bond**

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

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

Document No: 3

**SPECIAL REGULATIONS OF THE  
INVITATION TO TENDER**

# SPECIAL REGULATIONS OF THE INVITATION TO TENDER

## Article 00: DEFINITIONS AND DUTIES UNDER THE INVITATION TO TENDER

- **CONTRACTING AUTHORITY:** *THE MAYOR OF EKONDO TITI COUNCIL*

-**CONTRACT MANAGER:** *THE DEVELOPMENT OFFICER EKONDO TITI COUNCIL.*

-**CONTRACT ENGINEER:** *THE DELEGATE OF STATE PROPERTY, SURVEYS AND LAND TENURE*

-**THE OFFICIAL TO ENSURE CONTROL OF THE EXECUTION:** *THE DIVISIONAL DELEGATE MINMAP-NDIAN.*

-**CONTRACTOR:** *TO BE SELECTED THROUGH THIS ONIT.*

## **ARTICLE 1: Definition of Works**

Within the framework of the execution of the 2026 State budget, the Mayor of Ekondo Titi Council hereby launches an

### **OPEN NATIONAL INVITATION TO TENDER NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026 Rehabilitation of Integrated Health Centre Kumbe Balue**

## **ARTICLE 2: Execution time frame**

The maximum completion period of the works to the state of provisional reception is **three (03) months** from the date of notification of the service order to start works.

## **ARTICLE 3: Source of funding**

The works which form the subject of this open national invitation to tender shall be financed by the Public Investment Budget of the Republic of Cameroon for the 2026 financial year, allotted to the authorizing officer.

## **Article 4: Consistency of the bids**

The bid shall include a file for:

### **Envelope A: Administrative documents** (*spiral bound*)

It shall consist of the following documents, stapled and arranged in the following order.

1. **An undertaking** by the bidder (declaration to tender), stamped (fiscal), dated and signed by the bidder or group representative in conformity with the model attached.
2. **Group agreement** where need be;
3. **Power of attorney** signed by a notary, where need be;
4. **Proof of Nationality**(certified true copy of national identity card of the General manager or Director);
5. **An attestation of non-bankruptcy** not older than 03 months preceding the date of submission of bids, issued by the court of competent jurisdiction of the place of residence of the bidder.

6. **An attestation of domiciliary bank:** Bank account in the name of the enterprise issued by a bank or any first-order credit institution approved by the Minister in charge of finance.
7. **Bid security (bank guarantee/caution) of two hundred and fifty nine thousand (259,000) FCFA** from a bank or insurance company accredited by MINFI and recognized by COBAC.
8. **Treasury Receipt** showing the payment of the tender fee as stipulated in the tender notice.
9. **An attestation of CNPS:** current certificate for bidding purposes from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his/her social contributions and destined for this tender;
10. **Certificate of non-exclusion** issued by ARMP, attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts and should not be older than three (03) months;
11. **An attestation of tax clearance (i.e. Attestation de conformite fiscale )** of not more than three (3) months old signed by the director or the head of tax center, certifying that the bidder owes no taxes;
12. **A copy of valid Tax payer's card by taxation;**
13. **Current business registration papers in conformity with OHADA laws**
14. **Plan and attestation of localization of enterprise**
15. **Attestation of site visit** signed by the bidder

**N.B:**

- In case of a group of companies each member of the group must present a complete administrative file with documents 1, 4, 6, 7, 8 and 16 being presented only by the representative of the group.

- Absence of the following documents shall result to outright rejection

- ✓ Receipt for the purchase of tender file
- ✓ Bid bond

**N.B:** All documents shall be originals as requested or certified true copies legalized by competent services or that which issued them and must not be more than three (03) months old.

The documents shall be arranged in the order listed above and separated from each other by colour separators different from white. **Any document with double certification shall not be accepted.**

**Envelope B: TECHNICAL FILE (spiral bound)**

It shall contain the documents cited below and arranged in the following order:

No	SECTION	OPERATION REQUESTED	AUTHENTICATION
B1	<b>Equipment list</b>	It shall show clearly the means at the disposal of the enterprise to carry out the works (list of equipment and tools)	Attach certified copies of title deeds, receipts (for small tools), etc. or proof of hiring. These equipment and tools must be present at the site as per the various works schedules
B2	<b>Personnel (the key workers shall be the Works</b>	Personnel document shall contain a list of workers required for the execution of the project comprising the following:	Attach for each person a:

	Supervisor and the site Foreman)	<ul style="list-style-type: none"> <li>☞ <b>Works Supervisor:</b> at least a holder of HND or Senior technician in Civil or Rural Engineering with at least 5 years' experience in the field of construction or rehabilitation</li> <li>☞ <b>Foreman:</b> at least a holder of BAC F4 or equivalent (in Civil Engineering) with at least 5 years' experience in the domain of Construction.</li> </ul>	<ul style="list-style-type: none"> <li>• CV signed and dated, as well as a</li> <li>• Certified copy of certificate</li> </ul> <p>(all key personnel (Works Supervisor and Site foreman) must present a commitment of availability duly signed )</p>
B3	<b>Organisation of works/ methodology</b>	Bidders shall study the Technical specifications and establish a suitable methodology and work plan for the execution of the works. It shall show clearly: <i>the organization of the enterprise for the execution of the project, methodology of execution, work schedule/plan, site installation, supply/source of materials, security arrangements, environmental considerations, measures relating to the use of local manpower, etc</i>	Date, signature and stamp of bidder at the end of each document
B4	<b>Sub-Contracting (where need be)</b>	Information on the sub-Contract (equipment, personnel, references, etc.)	Date and signature of sub-Contract (only 30% of the contract may be sub-Contracted)
B5	<b>Attestation of site visit</b>	Attestation of visit to the site where the works are to be carried out signed by the bidder on honour. A site visit report signed by contractor	Dated and signed by the Contractor by honour.
B6	<b>References of the enterprise.</b>	List of similar projects executed in the last four (04) years by the enterprise and or other civil engineering works realized. (see attached format)	Amount of works, contracts (1 <sup>st</sup> and last pages) and minutes of reception or attestation of effective realization.
B7	<b>Financial capability, Attestation of solvency or pre-financing capacity</b>	Attestation of pre-financing of at least <b>ten million (10,000,000) francs CFA</b> delivered by a banking institution recognized by MINFI/COBAC	Date and signature of bank Manager in charge.
B8	<b>Proof of acceptance of the contract conditions.</b>	Bidders must sign as proof of acceptance of contract conditions the following documents: -Special Administrative Clauses and Specimen contract -Technical specifications	Initialed on every page and Signed and stamped on the last page.

## ENVELOPE C: FINANCIAL OFFER

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
C1	<b>The tender (Application letter)</b>	Format to be completed (see attached model Bid letter) and tender amount inserted.	Signature, date and stamp of bidder. A Fiscal stamp of 1500 FCFA.
C2	<b>Unit price schedule</b>	Format to be completed showing detail breakdown of unit prices.	Initialed and stamped on each page, and signature on last page

C3	<b>Bill of Quantities and Cost Estimates</b>	Format to be completed.	Initialled and stamped on each page, and signature on last page
C4	<b>Sub details or breakdown of unit prices</b>	Format to be completed showing the unit prices.	Initialled and stamped on each page, and signature on last page

All these documents are to be arranged in the above order and separated with colour separators other than white.

**Note:** Plans supplied with tender file should not be submitted.

### **Building materials, materials, supplies equipment and authorised services**

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

## **Article 5: Main eliminatory and qualification criteria of bidders**

### **5.1-Eliminatory criteria**

- Absence of or insufficient bid bond

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

- General Presentation, compliance with the model bid;
- Financial capacity;
- Ongoing job within the municipality
- Experience (references) of the enterprise;
- Personnel to be mobilized
- Material and essential equipment put at the disposal of the project;
- Methodology, organization of the site and relevance of proposed solutions;
- Duration of execution.

## **ARTICLE 6: OBLIGATIONS AND CONDITIONS TO TENDER**

6.1 Any bid that does not respect any of the conditions for tendering shall not be received.

6.2 The bidders shall submit seven (07) copies with one (01) original and six (06) copies (indicated on them as such) of his/her bids drafted in English or French at the **Council Office**, Service for **office of the Secretariat of the Ekondo Tifi Council Internal Tenders Board** against a receipt **on or before the 14/04/2026 at 11:00 am** No bid shall be received after this time and date.

6.3 After submission no bids shall be withdrawn, modified or corrected for any reason. This condition shall apply before and after the submission date.

## **ARTICLE 7: THE BIDDING DOCUMENTS**

7.1 The documents that make up this tender are as follows:

Document N°: 1: Invitation to Tender.

Document N°: 2: The General Tender Regulation

Document N°: 3: The Special Tender Regulation

Document N°: 4: The Special Administrative Conditions (SAC/CCAG)

Document N°: 5: Specifications Technical Conditions (STC/CCTP)

Document N°: 6: Form for Bill of Quantities and Cost Estimates (BQCE)

Document N°: 7: Form for Unit Prices (PES)

Document N°: 8: Model Forms

- General information Form
- Submission Form
- Bank Guarantee Forms (Bid bond, Guarantee retentions)
- Form for Price Elaboration (Detail Pricing) (PE)

Document N°: 9: Execution plans.

## **ARTICLE 8: AMENDMENT OF BIDDING DOCUMENTS**

- 8.1 At any time prior to the deadline for submission of bids, the **Ekondo Titi council Internal Tenders Board**, may modify the bidding documents for any reasons, whether at its own initiative, at the request of the Contracting Authority or in response to a clarification requested by a prospective bidder.
- 8.2 All prospective bidders that have received the bidding documents will be notified of all amendments in writing or be contacted by telephone to do so and all such modifications will be considered as an integral part of their bidding documents.
- 8.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Regional Tenders Board at its discretion, or the Contracting Authority may extend the deadline for the submission of bids if there were any such amendments.

## **ARTICLE 9: CALCULATION OF PRICES**

- 9.1 The amount shall be calculated on the bases of variable prices.  
The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his/her offer for each item.
- 9.2 The unit price slip must be completed. Any price lacking on this form shall be considered as follows:
- The corresponding price on the bill of quantities and costs estimates;
  - The highest corresponding price furnished by the bidder technically qualified, if it exist in the same lot,
  - The average of all the prices of bidders in the same lot if the bidder is the only qualified one.
- 9.3 The bidder shall express the prices in the PES and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.  
The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the bases of calculation of the bidding amount.  
The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder.

## **ARTICLE 10: PRESENTATION OF BIDS**

### 10.1 Signature of bids – Power of Attorney

10.1. All the signatures and initials needed for the tender and indicated in this article must be those of the bidder himself or his/her representative duly mandated.

10.1. B If the bidder is a group of enterprises, each group member or representative must sign the bidding documents such that the result shall be a joint offer.

The group shall choose a common representative who shall receive Service Orders and carry out all transactions in the name of the group.

### 10.2 Presentation of bids

The bid shall be presented in seven (07) copies (one (01) original and six (06) copies) marked as such and put inside three (03) sealed envelopes comprising the following:

All these documents are to be arranged in the above order and separated with colour separators.

**Note:** Plans supplied with tender file should not be submitted.

### 10.3 SUBMISSION OF OFFERS AND OPENING OF BIDS

Envelopes A, B, and C are to be sealed and each envelope shall be marked "ADMINISTRATIVE DOCUMENTS, TECHNICAL OFFER or FINANCIAL OFFER" as the case may be. The three envelopes shall be placed in a fourth envelope, sealed and shall carry the following inscriptions:

# **OPEN NATIONAL INVITATION TO TENDER NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026 Rehabilitation of Integrated Health Centre Kumbe Balue**

**(TO BE OPENED ONLY DURING THE BIDS OPENING SESSION)**

All bids shall be deposited at the **office of the Secretary of the Ekondo Titi Council Internal Tenders Board** at the council **Office** in Ekondo Titi, against a receipt according to the schedule in the tender notice. In the case where

the envelope shall not be sealed or without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

#### **ARTICLE 11: TECHNICAL PROPOSALS**

Proposals for different variants can be accepted from the bidder but the bidder has the obligation of costing the variant in the tender file.

#### **ARTICLE 12: BID BOND**

The bidder shall furnish a bid bond (provisional caution) of **two hundred and fifty nine thousand (259,000)** from a banking institution of the first order accredited by the Ministry in charge of Finance according to the criteria of COBAC.

#### **ARTICLE 13: TENDER**

Each bidder shall tender following the conditions laid down in this tender file.

#### **ARTICLE 14: CURRENCY**

The unit prices shall be calculated in Francs CFA, and furnish in figures and words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA.

#### **ARTICLE 15: PAYMENT MODALITIES**

The CONTRACT shall be paid upon presentation of installments "Décomptes" established from attachments signed by Engineer showing the work progress, presented by the CONTRACT Engineer and countersigned by the Contract Manager and the Authorizing Officer.

#### **ARTICLE 16: IMPORTATION OF MATERIALS**

The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

#### **ARTICLE 17: VERIFICATION OF BIDS**

16.1 The administration has a period of one (01) month to examine the bids and make its choice. It shall eventually rectify, as indicated in article 5.3, the bidding amount without any objection from the bidder.

16.2 At the request of the tender board, the bidder shall furnish in writing, within seven (07) calendar days, any information necessary for the examination of his/her bid or concerning errors and omissions noted.

16.3 The tender board reserves the right to summon the bidder at his/her expenditure for complementary explanations. Any errors discovered by the tender board shall be rectified as follows:

16.3.1 Where there exist a difference between the amount in figures and the amount in letters, the amount in letters shall be taken as correct;

16.3.2 Where there exist a difference between a unit price and the amount obtained by the product of unit price and the quantity, the unit price shall be taken, except the tender board estimates that it is an error of decimal point, in which case the amount is taken and the unit price corrected.

16.3.3 The sub-committee for the evaluation of bids, whose president shall be designated by the Delegated Contracting Authority, shall be constituted during the bid opening session

#### **ARTICLE 18: VALIDITY OF BIDS**

The bidder shall be bound by his/her bid for a period of ninety (90) days from the day of submission of bids. If at the end of this period the CONTRACT is not notified to the bidder, he can withdraw his/her bid or accept the extension of duration on the written request of the administration.

#### **ARTICLE 19: OPENING/EVALUATION OF BIDS AND CHOICE OF CONTRACT:**

The opening of bids shall take place on the date and place prescribed in the tender file. Envelopes received from prospective bidders shall be opened at once and evaluated in two stages.

**NB:** Copies of the financial offer shall alongside the Administrative and Technical offers, be handed to a Sub-Technical committee for verification and evaluation of the Technical and Financial Offers.

The bidder shall do everything to facilitate the work of the Sub-Technical committee for Analysis by using Coloured separators, Title pages and summaries where necessary and presentation of documents according to the order given in the tender file.

## 20.1 EVALUATION OF TECHNICAL OFFER

<b>A. General presentation of bids</b>	1 point
- Presence of all documents .....	
- Properly bound.....	
-Is the Table of content coherent.....	
- Separators in colour apart from white.....	
- Order prescribed respected.....	
- Readable and clarity of the documents.....	
<b>TOTAL A</b>	<b>/6</b>
<b>B. The company references</b>	
References of the company in civil construction or similar works for the past seven years:	
-Summary table of references (with cost of contracts)	
-At least copy of similar contracts of amount greater than or equal to ( <b>≥</b> ) <b>10million</b> (1 <sup>st</sup> and last pages with works acceptance report)	
-At least 01 copy of similar contracts of amount <b>below 15 million</b> and <b>≥10 million</b> (1 <sup>st</sup> and last pages with works acceptance report)	
<b>TOTAL B</b>	<b>/4</b>
<b>C. Equipment</b>	
- Proof of ownership or hire of a vehicle (Pick up 4 x 4 or other appropriate vehicle) (Hired or owned) .....	
- Proof of ownership of essential masonry tools/utilities.....	
- Proof of ownership of essential carpentry tools.....	
- Proof of ownership of essential plumbing tools.....	
- Proof of ownership of essential electrical tools.....	
- Proof of ownership of essential painting tools.....	
<b>TOTAL C</b>	<b>/6</b>
<b>D. Qualification of site personnel</b>	
<b>Works Director: Holder of at least HND in Civil or Rural Engineering</b>	

- copy of Diploma/certificate of Works Director.....	
- CV signed and dated by Works Director.....	
- Professional experience of Works Director at least five years.....	
- Commitment of availability duly signed by the concerned.....	
-Similar projects higher than or equal to two (02).....	
<b>Site foreman: Civil Engineering technician (holder of at least BAC F4)</b>	
- Certified copy of certificate of site Foreman.....	
- CV signed and dated by site foreman.....	
- Professional experience of site foreman at least five years .....	
- Commitment of availability duly signed by the concerned.....	
-Similar projects higher than or equal to two (02).....	
-Served as site foreman in at least one (01) similar project.....	
<b>TOTAL D</b>	<b>/29</b>
<b>E. The methodology of intervention and site organisation</b>	
- Organizational Chart of the enterprise for the execution of the project.....	
- Attestation of site visit signed by the bidder on honour and counter signed by the project Owner.....	
- Site visit report signed and dated by the bidder or dully authorized representation with photos of the site.....	
- Coherent and pertinent detailed technical note on the organization of works .....	
- Coherent and pertinent detailed technical note on the execution of works with description of methodology.....	
- Coherent synchronized Planning/schedule of execution of works.....	
- Coherent General Security and Safety Plan (GSSP) or arrangements within the building site.....	
- Coherent socio - environment measures/considerations for the site protection..	
- Coherence in the organization of the work site.....	
- Plan of supply of construction materials and storage conditions.....	
- Coherence detailed manpower deployment plan.....	
-Technical note on the observations and recommendations.....	
-Measures related to the use of local manpower.....	
- Indication of Source of materials	
-Specimen jobbing order and SAC (Doc 4) initialled on each page, signed, dated and stamped on the last page	

**NB:**

- Technical specification (STC or CCTP) dully initialled on each page, signed, dated and stamped on the last page (Doc 5)	
-Execution period less than or equal to that of the tender.....	
<b>TOTAL E</b>	<b>/17</b>
<b>F- Pre-financing</b>	
Attestation of credibility of at least <b>10 million</b> .....	
<b>TOTAL F</b>	<b>/1</b>
<b>TOTAL = TOTAL A + TOTAL B+ TOTAL C+ TOTAL D+ TOTAL E + TOTAL F</b>	<b>/63</b>

The minimal technical acceptable mark is 70% of the technical mark, i.e.45/63. All bids having less than 70/100 of the technical marks shall be eliminated.

## 20.2: Evaluation of Financial Offer:

Careful study shall be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount. The prices on the **PES** shall have priority over those of the **BQCE** and PE. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder. Any laxity noticed at the study of prices shall lead to the disqualification of the bid.

## 20.3: CHOICE OF CONTRACTOR (CRITERIA OF AWARDING CONTRACT):

According to article 99(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder, careful study must be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount.

## ARTICLE 21: PROCEDURE OF AWARD OF CONTRACT

The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public contracts.

21.1 The winner shall be notified through his/her official address or public media. He shall in five (05) days fulfil the formalities related to the awards, especially to submit seven (07) copies of the proposed contract that he/she has completed and signed, to the office of the Delegated Contracting Authority for final signature.

21.2 In the case where the enterprise does not fulfil these conditions, his/her choice shall simply be annulled without further notice and the next contender shall be called in for replacement.

Once the Delegated Contracting Authority has signed the contract, the contractor shall be notified with immediate effect. He has three (03) days to contact the Authorizing Officer for the beginning of execution of works following notification of the Service Order to start work by the control Engineer. Failure to respect the date line shall call for withdrawal and eventual cancellation of contract.

21.3 The present contract can be cancelled outright in the cases provided for by Decree N<sup>o</sup>.:2018/275 of 20<sup>th</sup>June 2018 in the Public Contracts Code.

Document No: 4

**SPECIAL ADMINISTRATIVE  
CONDITIONS (SAC/CCAP)**

# 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 conditions

- Article 11 - Guarantees and bonds (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 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

## Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

## Chapter V: Miscellaneous provisions

- Article 46 - Termination of the contract (article 74 of GAC)
- Article 47 - Major Impediment (article 75 of GAC)
- Article 48 - Differences and disputes (article 79 of GAC)
- Article 49 - Production and dissemination of this contract
- Article 50 and last: Entry into force of the contract

## CHAPTER I: GENERAL

### ARTICLE 1: SUBJECT OF JOBBING ORDER

The subject of this Jobbing Order shall be: **Rehabilitation of Integrated Health Centre Kumbe Balue**

### ARTICLE 2: CONTRACT AWARD PROCEDURE

This jobbing Order shall be awarded through an OPEN NATIONAL INVITATION TO TENDER **OPEN NATIONAL INVITATION TO TENDERNO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026 Rehabilitation of Integrated Health Centre Kumbe Balue** in accordance with decree N°: 2018/366 of 20<sup>th</sup> June 2018 to institute the Public Contracts Code and associated texts.

### ARTICLE 3: DEFINITIONS AND DUTIES (ARTICLE 2 OF GAC SUPPLEMENTED)

#### 3.1 General definitions (cf. Code)

a) **The Contracting Authority** shall be: **The Mayor of Ekondo Titi Council.**

She awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation (Public Contracts Regulatory Agency (ARMP)).

b) **The Contract Manager** shall be **The Development Officer of Ekondo Titi Council.** In this capacity, he shall ensure the respect of the administrative, technical and financial conditions and contractual deadlines of this jobbing order. He shall notify the contractor, the service orders related to the execution of the said project,

c) **The Contract Engineer** shall be **THE DELEGATE OF STATE PROPERTY, SURVEYS AND LAND TENURE NDIAN**, hereinafter referred to as the Engineer. He examines, verifies, testifies and approves the quality and quantity of all works executed. In this capacity, he is qualified to prescribe all the dispositions that he judges necessary and confirms all the works well done. He works in collaboration with the contract manager.

Any project modification must be submitted by the Engineer through the Contract Manager, to the Contracting Authority, for his approval before its execution by the contractor. The Contract Engineer is responsible for any modifications carried out without the Contracting Authority's approval.

d) **The contractor** shall be..... upon fulfilment of requirements of the consultation file.

#### 3.2 Security

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

In this case:

- i. The authority in charge of ordering payment shall be: the **Mayor Ekondo Titi Council.**
- ii. The authority in charge of the clearance of expenditures shall be the **Mayor Ekondo Titi Council.**
- iii. The body or official in charge of payment shall be **as stipulated on the credit.**
- iv. The official competent to furnish information within the context of execution of this jobbing order shall be the **Mayor Ekondo Titi Council.**

### ARTICLE 4: LANGUAGE, APPLICABLE LAW AND REGULATION

4.1 The language to be used shall be *English or French.*

4.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the jobbing order.

If the laws and regulations in force at the date of signature of this jobbing order 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 JOBBING ORDER (ARTICLE 4 OF GAC)

The constituent contractual documents of this jobbing order 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) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, detailed estimates, the breakdown or sub-details of unit prices;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract.

#### **ARTICLE 6: GENERAL INSTRUMENTS IN FORCE**

This jobbing order shall be governed by the following general instruments:

1. *Framework Law No. 96/12 of 5 August 1996 on the management of the environment;*
2. *The Mining Code;*
3. *Instruments governing the various professional bodies;*
4. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
5. *Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;*
6. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
7. **Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code;**
8. *The General Administrative Conditions applicable on works public contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;*
9. *Circular No. 001/C/MINFI of 28th December 2018 bearing on instructions relating to the Execution of Finance Laws, the Monitoring and Control of the Execution of the Budget of the State and other Public Entities, for the 2023 financial year;*
10. *Unified Technical Documents (DTU) for building works;*
11. *Applicable standards;*
12. *Other instruments specific to the domain concerned with the jobbing order.*

#### **ARTICLE 7: COMMUNICATION (ARTICLES 6 AND 10 SUPPLEMENTED)**

7.1. All communications within the framework of this jobbing order shall be written and notifications sent to the following address:

- a. In the case where the contractor is the addressee: Mr/Madam.....  
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager and immediately after completion of the works, correspondences shall be validly addressed to the **Ekondo Titi Council**.
- b. In the case where the Project Owner is the addressee:  
Sir, **The Mayor, Ekondo Titi Council**, with a copy addressed to the Contracting Authority, Contract Manager and Contract Engineer within the same deadline.
- c. In the case where the Contracting Authority is the addressee:  
Sir, **The Mayor, Ekondo Titi Council** with a copy addressed within the same deadline to the Project Owner, Contract Manager and Contract Engineer.

7.2. The contractor shall address all written notifications or correspondences to the Project Owner through the Contract Engineer with a copy to the Contracting Authority, and the Contract Manager.

## **ARTICLE 8: ADMINISTRATIVE (SERVICE) ORDERS (ARTICLE 8 OF GAC)**

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contract Manager, Contract Engineer and the Paying Body.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution time frame shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the works and without financial incidence shall be signed directly by the Contract Manager and notified to the contractor by the Contract Engineer with a copy to the Contracting Authority.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner or Contract Engineer and notified to the contractor by the Contract Manager or Contract Engineer with a copy to the Contracting Authority.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of Major Impediment shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contract Manager and Contract Engineer.
- 8.6 Administrative Orders prescribing works necessary to remedy defects which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Project Owner or Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer, with copies to the Contracting Authority.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise from executing the Administrative or Service Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 15 days** from the date of transmission by the Contracting Authority to the Project Owner. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

## **ARTICLE 9: CONTRACTS WITH CONDITIONAL PHASES (ARTICLE 9 OF GAC)**

NOT APPLICABLE

## **ARTICLE 10: CONTRACTOR'S EQUIPMENT AND PERSONNEL (ARTICLE 15 OF GAC SUPPLEMENTED)**

- 10.1 Any modification, even partial, made to the technical bid 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).
- 10.2 In any case, the list of supervisory staff to be used shall be subject to the approval of the Engineer within fifteen (15) days following notification of the Administrative Order to start execution. The Engineer has **eight (8) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract or the application of penalties as mentioned in Article 38 below.

## CHAPTER II: FINANCIAL CONDITIONS

### ARTICLE 11 GUARANTEES AND BONDS (ARTICLES 29 AND 41 OF GAC)

#### 11.1 Final bond (bid security)

The final bond shall be set at 2 %of the amount of the contract, inclusive of all taxes.

It is constituted and transmitted to the Contract Manager within a maximum deadline of thirty (30) days of the notification of the jobbing order.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.

#### 11.2 Performance bond

The retention fund shall be set at 10 % of the amount of the jobbing order, 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 Project owner upon request by the contractor.

#### 11.3 Guarantee of start-off advance

The contractor may be granted a start off advance of 20% of the contract amount (inclusive of taxes) upon request. The start-off advance shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

### ARTICLE 12: AMOUNT OF THE JOBBING ORDER (ARTICLES 18 AND 19 OF GAC SUPPLEMENTED)

The amount of this jobbing order as indicated by the attached [*detail or estimates*] is \_\_\_\_\_(in figures)\_\_\_\_\_(in letters) CFA francs Inclusive of All Taxes; that is:

- v. Amount exclusive of VAT: \_\_\_\_\_(\_\_\_\_\_) CFA F
- vi. Amount of VAT: \_\_\_\_\_(\_\_\_\_\_) CFA F.
- vii. Amount of TSR and/or AIR \_\_\_\_\_CFA F
- viii. Net to be paid= EVAT-TSR and/or AIR

### ARTICLE 13: PLACE AND METHOD OF PAYMENT

The contractor shall be paid based on the certification by the Contract Engineer of the various phases of work completed. The Engineer shall transmit after verification the said part payment to the Project Owner and the Contracting Authority for visa before its liquidation by the Regional treasury Buea.

All sums due shall be paid to account No. \_\_\_\_\_ opened in the name of the contractor at \_\_\_\_\_bank.

### ARTICLE 14: PRICE VARIATION (ARTICLE 20 OF GAC)

14.1 Prices shall be firm and not subject to any price revision.

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

14.2 Price updating modalities (Not Applicable)

**ARTICLE 15: PRICE REVISION FORMULAE (ARTICLE 21 OF GAC)**

NOT APPLICABLE

**ARTICLE 16: PRICE UPDATING FORMULAE (ARTICLE 21 OF THE GAC)**

NOT APPLICABLE

**ARTICLE 17: WORKS UNDER STATE SUPERVISION (ARTICLE 22 OF GAC SUPPLEMENTED)**

NOT APPLICABLE

**ARTICLE 18: EVALUATION OF WORKS (ARTICLE 23 OF THE GAC)**

The work done shall be evaluated using the unit price.

**ARTICLE 19: EVALUATION OF SUPPLIES (ARTICLE 24 OF THE GAC SUPPLEMENTED)**

**19.1 NOT APPLICABLE**

19.2 No security shall be requested for payments on account on supplies.

**ARTICLE 20: START OFF ADVANCE (ARTICLE 28 OF THE GAC)**

20.1 The Contractor may be granted a start-off advance of 20% of the contract amount (inclusive of taxes) upon request.

20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution. The start-off payment shall be reimbursed when the work progress is at 40% and must be complete the moment the work is executed at 80% of the value of the contract or at least one (01) month before the end of the contractual time.

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

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

**ARTICLE 21: PAYMENT FOR WORKS (ARTICLES 26, 27 AND 30 OF THE GAC SUPPLEMENTED)**

**21.1 Establishment of works executed**

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

**21.2 Monthly detailed account**

No later than the fifth (5<sup>th</sup>) of the month following the month of the works, the contractor shall hand over to the Contract 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 a result of the execution of the works since the start of the contract.

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

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

- [100-2.2 and/or – (7.5 or 15%)] paid directly into the account of the contractor;
- 2.2 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

The Contract Engineer has a maximum time-limit of seven (07) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.

The Contract Manager, Contracting Authority and the Project Owner have a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments on account shall be done within sixty (60) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The amount of payment on account shall not exceed the value of the technical execution phases carried out. Payment on account may be spread over the duration of the execution of the contract according to technical execution phases as defined in the contract.

## **ARTICLE 22: INTEREST ON OVERDUE PAYMENTS (ARTICLE 31 OF THE GAC)**

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

22.1 Where the delay in payment fixed in Article 21 above is attributed to the accounting officer, the contractor shall be fully entitled to interest on overdue payments calculated from the day of issue of the payment voucher by the accounting officer.

22.2 The interest rate on overdue payments referred to Article 22 (1) above shall be the intervention rate of the Bank of Central African States (BEAC) in invitation to tender with a surcharge of one (1) point.

22.3 The amount of the interest on overdue payments shall be calculated according to the formula:

$$I = M \times (n/360) \times (i)$$

Where: M = Amount, all taxes inclusive, due the contractor

n= Number of calendar days of delay

i= The BEAC intervention rate concerning invitation to tender with a surcharge of one (1) point.

22.4 Interest of overdue payments shall not be applied on amounts already including compensations for delayed payments.

22.5 Interest on overdue payments shall be liable to taxes.

## **ARTICLE 23: PENALTIES (ARTICLE 32 OF THE GAC SUPPLEMENTED)**

### **A. Penalties for delay**

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

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

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

## **B. Specific penalties**

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

- ix. Late submission of final bond: 50.000 frs
- x. Late submission of insurances: 25.000 fcfa
- xi. Late submission of the draft execution schedule if the lateness is caused by the contractor: 25.000 fcfa

## **ARTICLE 24: PAYMENT IN CASE OF A GROUP OF ENTERPRISES (ARTICLE 33 OF THE GAC)**

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

## **ARTICLE 25: FINAL DETAILED ACCOUNT (ARTICLE 34 OF THE GAC)**

25.1 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.

The Contract Manager has seven (7) days to notify the corrected and approved draft to the Contract Engineer.

The contractor has a maximum time limit of seven (7) days to return the signed final detailed account.

25.2 The project owner and the contracting authority have twenty-one (21) days to sign and forward the corrected and approved invoice to the competent accounting officer.

## **ARTICLE 26: GENERAL AND FINAL DETAILED ACCOUNT (ARTICLE 35 OF THE GAC)**

At the end of the guarantee period which results in the final acceptance of the works, the *Contract Engineer shall within a maximum time limit of one (01) month draw up the general and final detailed accounts of the contract which should be signed jointly by the contractor and the Contracting Authority and forward to the contractor after final acceptance.* This detailed account includes:

- xii. the final detailed account,
- xiii. the balance
- xiv. the summary of previous payments on account.

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

*The contractor shall have a maximum time limit of 14 days to return the signed final detailed account.*

## **ARTICLE 27: TAX AND CUSTOMS REGULATIONS (ARTICLE 36 OF THE GAC)**

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

- xv. Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;

- xvi. Registration dues in accordance with the Tax Code;
- xvii. 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 means VAT included.

**ARTICLE 28: STAMP DUTY AND REGISTRATION OF CONTRACTS (ARTICLE 37 OF GAC)**

28.1 Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

28.2 Registration shall hence forth be done at the relevant taxation center of the taxpayer, with the exception of government orders whose registration falls under the competence of the special registration

**CHAPTER III: EXECUTION OF WORKS**

**The contractor shall be installed on the site by a Commission comprising of:**

- The Representative of the Contracting Authority ..... chairman
- The contract Manager ..... Member
- The contract engineer ..... Secretary
- The entrepreneur ..... Observer
- The DD MINMAP-Ndian..... Observer

**ARTICLE 29: NATURE OF THE WORKS (ARTICLE 46 OF GAC)**

The works shall include especially:

- Preparatory works including site installations
  - Preliminary works and actions involving complementary Studies and site installation;
  - Earth works ;
  - Elevation/masonry works ;
  - Metal works ;
  - Painting ;
  - Accessories and water tank.

**ARTICLE 30: ROLE AND RESPONSIBILITIES OF THE CONTRACTING AUTHORITY (GAC SUPPLEMENTED)**

The Project Owner shall make the site available for the works without interruption. The Project Owner shall authorize the contractor to install a site of the work and allocate any necessary installation for the use of the contractor.

The Contracting Authority and/or Project owner shall within 20 days of notification to commence works provide the contractor with necessary documents relating to the works.

The Contracting Authority and/or project owner shall be bound to furnish the contractor with information necessary for the execution of his mission and to guarantee, at the cost of the contractor, access to sites of projects.

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

## **ARTICLE 31: EXECUTION TIME-LIMIT OF THE CONTRACT (ARTICLE 38 OF THE GAC)**

31.1 The time-limit for the execution of the works forming the subject of this jobbing order shall be: **04 (four) months**

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

## **ARTICLE 32: ROLE AND RESPONSIBILITIES OF THE CONTRACTOR (ARTICLE 40 OF THE CAG)**

The detailed and general plan of progress of the works shall be communicated to the Contract Engineer in three (03) copies at the beginning of each major stage of works.

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Engineer in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, choose and buy all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessarily for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To this end, he cannot use any omission or under estimation of the works to make any claims of any nature whatsoever.

Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before reception, failing to which the Contracting Authority shall automatically proceed with it soon after the expiry date, at the contractor's expense.

## **ARTICLE 33: PROVISION OF DOCUMENTS AND SITE (ARTICLE 42 OF THE GAC)**

A reproducible copy of the plans featuring in the Consultation File shall be submitted by *the Contract Manager or Project owner*

The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.

## **ARTICLE 34: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES (ARTICLE 45 OF GAC)**

The contractor shall take out a third party risk insurance concerning persons, property, or liabilities as well as comprehensive insurance of the site from an insurance company governed by the "CIMA" insurance code and recognized by the ministry in charge of finance.

The Contractor has a maximum time limit of thirty (30) days from the date of notification of service order requesting him to begin works to present a certificate from an insurance company for approval, proving that the Contractor fully regularizes the insurance premium or relative contributions to the works of this present Jobbing Order. It will have to cover the total period of execution.

No payment, except for the start off payment will be made without the presentation of the insurance certificate proving that the contractor fully regularizes the insurance premium or relative contributions to the works of this present Jobbing Order.

## **ARTICLE 35: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR (ARTICLE 49 OF THE GAC SUPPLEMENTED)**

### **35.1 Programme of works and Quality Assurance Plan**

a) Within a minimum deadline of *thirty (30) days* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *six (6)* copies for the approval of *Contract Manager after the endorsement of the Contract Engineer* the execution programme of the works, his work schedule, his draft Quality Assurance Plan and the Environment Management Plan.

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

Two (2) copies of these documents will be returned to him within a deadline of fifteen (15) days from the date of acceptance with:

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

The contractor has eight (8) days to present a new draft. The Contract Engineer then has a deadline of seven (7) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall affect the execution deadline.

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Contract Engineer and then the Contracting Authority. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the contract or the nature of the works, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and 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 schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contracting Authority shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

### **35.2 Execution Plan**

- a) The execution plan documents necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the *Contract Engineer* at most one month prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The *Contract Engineer* has a deadline of *eight (8) days* to examine and make known his observations. The contractor then has a deadline of *eight (8) days* to present a new file including the said observations.

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

### **ARTICLE 36: ORGANISATION AND SAFETY OF SITES (ARTICLE 50 OF THE GAC)**

36.1 Signboards at the work site must be placed within a maximum deadline of one (1) month after the notification of the service order to commence work.

36.2 The contractor shall respect all standards of safety measures during the execution, shall clear the site upon completion of the works.

## **ARTICLE 37: SETTING OUT OF STRUCTURES**

The Engineer shall make himself available to the contractor for the setting out of the structures within a maximum time limit of fifteen (15) days following the date of notification of the Administrative Order to commence work, and also specify the basic points and levels of the project and update the location of works to be executed.

## **ARTICLE 38: SUB-CONTRACTING (ARTICLE 54 OF THE GAC)**

This contract may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial contract amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said contract.

## **ARTICLE 39: SITE LABORATORY AND TRIALS (ARTICLE 55 OF GAC)**

39.1 NOT APPLICABLE

## **ARTICLE 40: SITE LOGBOOK (ARTICLE 56 OF THE GAC SUPPLEMENTED)**

40.1 The Site logbook (work site journal) must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative during site meetings and at each site visit.

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

## **ARTICLE 41: USE OF EXPLOSIVES (ARTICLE 60 OF THE GAC)**

NOT APPLICABLE

## **CHAPTER IV: ACCEPTANCE**

### **ARTICLE 42: PROVISIONAL ACCEPTANCE (ARTICLE 67 OF THE GAC)**

42.1 Before the provisional acceptance, the contractor shall request in writing to the Control engineer and suggesting the date, with a copy to the Project owner, and the Contract Manager for the organisation of a technical visit to the site for the technical acceptance of works executed.

The preliminary operations to the provisional acceptance shall notably be:

- recognition of the works executed;
- trials or tests and checks possibly foreseen by the STC/CCTP;
- the possible establishment of non-execution of the works provided in the contract, imperfections or bad workmanship;
- reports relating to the completion of works and possible ascertainment of the folding up of the site installations and the restitution of the site.
- the observations of the quantities of works effectively executed.

These operations are the object of a written report signed by the control engineer and countersigned by the Contractor. At the end of this pre - reception visit, the control engineer and contract manager may possibly specify the reserves raised and the corresponding works to be done before the date of provisional acceptance that will be fixed by the Authorizing Officer.

42.2 The Acceptance Commission shall comprise the following members indicatively:

- |      |  |          |           |
|------|--|----------|-----------|
| i.   | The Mayor of Ekondo Titi Council ( <i>Authorising officer</i> )                          | Chairman |           |
| ii.  | The Development Officer of Ekondo Titi Council ( <i>Contract Manager</i> )               | Member   |           |
| iii. | The DD MINMAP-NDIAN  | Observer |           |
|      | iv. THE DELEGATE OF STATE PROPERTY, SURVEYS AND LAND TENURE ( <i>Contract Engineer</i> ) |          | Secretary |
| v.   | The Contractor   | Member   |           |

The acceptance will be done at the project site and in the presence of the Contractor.

The contractor shall be bound to inform the Contract Engineer in writing not later than fifteen (15) days before the expiry of the contractual time-limit of the execution of works or the projected date of completion of the works, the date on which he hopes that the structure will be accepted.

The contractor shall be convened to the acceptance by mail at least [3 days] prior to the acceptance. He is bound to attend (or be represented).

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

The acceptance commission will verify the quality and the conformity of execution of works, as per the terms of the contract and will decide whether or not the job can be received.

After the visit of the site, the Commission shall examine the minutes of the preliminary operations to the acceptance and shall proceed with the provisional acceptance of the works if there is need.

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

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

42.3 The guarantee period commences from the date of provisional acceptance.

#### **ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION (ARTICLE 68 OF THE GAC)**

43.1 At the completion of the works and latest at the day of provisional acceptance, the contractor shall submit five (05) copies of the post-construction record file (relevant drawings and other documents relevant to the future maintenance of the works) in conformity with the final execution of the structures, including one reproducible copy. He shall also submit proof of origin of materials used. All these should be submitted before the last payment on account.

43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with 43.1 above.

#### **ARTICLE 44: GUARANTEE PERIOD (ARTICLE 70 OF THE GAC)**

The guarantee period shall be **one (1) year** to run from the date of the provisional acceptance of the works.

#### **ARTICLE 45: FINAL ACCEPTANCE (ARTICLE 72 OF THE GAC)**

45.1 Upon expiry of the guarantee period and subject to the execution by the contractor of all the obligations binding on him by virtue of the contract, a final detailed account shall be established according to the modalities provided in articles 25 and 26 above.

45.2 Final acceptance shall take place within a maximum time limit of **sixty (60) days** from the date of expiry of the guarantee.

45.3 The procedure for final acceptance shall be the same as for provisional acceptance.

## **Chapter V: MISCELLANEOUS OR SUNDRY PROVISIONS**

### **ARTICLE 46: TERMINATION OF THE CONTRACT (ARTICLE 74 OF THE GAC)**

The jobbing order may be terminated as provided for in Part III Paragraph IV of Decree No. 2018/366 of 20 June 2018 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in case of:

- Delay of more than fifteen (15) calendar days in the execution of an Administrative Order or unjustified stoppage of more than fifteen (15) 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;

### **ARTICLE 47: CASE OF MAJOR IMPEDIMENT (ARTICLE 75 OF THE GAC)**

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

*xx. Rainfall: 200 millimetres in 24 hours;*

*xxi. Wind: 40 metres per second;*

*xxii. Flood: decennial flood frequency.*

In the event of circumstances beyond his control hindering the progress of the works, the contractor shall only be relieved of his responsibilities if he notifies the Administration in writing of his intention to invoke these circumstances of force majeure within fifteen (15) days of the occurrence of the event. However, the Administration still reserves the right to appreciate the circumstances of the force majeure.

### **ARTICLE 48: DISAGREEMENTS AND DISPUTES (ARTICLE 79 OF THE GAC)**

Disagreements and disputes resulting from the execution of this jobbing order shall be settled amicably.

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction (competent court in the South West Region of the Republic of Cameroon).

### **ARTICLE 49: PRODUCTION AND DISSEMINATION OF THIS CONTRACT**

Seven (7) copies of this jobbing order shall be produced at the cost of the contractor and furnished to the Contracting Authority, Project Owner and Contract Manager after registration.

### **ARTICLE 50 AND LAST: ENTRY INTO FORCE OF THE CONTRACT**

This jobbing order shall be regarded as finally concluded only after its signature by the Mayor of Ekondo Titi Council, Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

<b>READ AND APPROVED BY THE ENTREPRENEUR</b>	<b>THE MAYOR OF EKONDO TITI COUNCIL</b>
Ekondo Titi, the.....	Ekondo Titi, the.....

Document No: 5

**SPECIAL TECHNICAL  
CONDITIONS (STC/CCTP)**

# **TECHNICAL SPECIFICATIONS**

## **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 provisional 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 i~ 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 works
- Work plan/schedule
- Working drawings

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 contract 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.

This technical description of estimates is intended to define the content of **Construction Work**. It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the contract.

### **A. TECHNICAL CONDITIONS FOR EXECUTION**

- 1) **STRUCTURE AND EXECUTION PLANS:** It is the duty of the contractor to realize the structure and the execution plans that shall be approved by the Project Engineer.
- 2) **PRELIMINARY WORKS:** The contractor shall obtain authorizations necessary for the realization of works from the competent authorities. He shall also make contact with water and electricity authorities in case their lines shall be tampered with.
- 3) **INSTALLATION OF WORKSITE:** The contractor shall furnish the owner of the job within the shortest possible time, with an installation plan showing clearly how he intends to run the site.
- 4) **PROTECTION OF STRUCTURES AND MATERIALS:** The contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek insurance cover for theft and fire.
- 5) **PRECAUTION AGAINST ACCIDENTS: (Personal Protective Equipment / Safety Equipment / Special Precautions):** The contractor shall take all preventive measures against accidents. Safety helmets and foot wears will be worn at all times whilst on site. High visibility jackets as appropriate to operations to be worn at all times. Jackets will be in clean and serviceable condition and worn correctly, tying the jacket around waist will not be acceptable. Goggles will be worn when chiselling, excavating, mixing, tying rods and kept in a serviceable condition. Ear defenders will be used when working in the area of machinery or chiselling. The owner of the job reserves the right to intervene in case of emergency without necessary interfering with the responsibility of the contractor.
- 6) **VERIFICATION OF DIMENSIONS:** The contractor shall verify all dimensions on the plans. For execution, no dimension shall be measured with a scale rule from the plans. The contractor shall check in situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Control Engineer in case of any doubt. He shall **not on his own modify** anything on the structure and shall inform the Control Engineer of all changes that he considers necessary. All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The owner of the job shall have the right to the final choice in any modification.
- 7) **ERRORS AND OMISSIONS IN THE DOCUMENTS:** The descriptions complete or confirm the indications on plans. In the case of contradictions between the plans and the description, contact the Control Engineer for examination

### **B) GENERALITIES AND DESCRIPTION OF PROJECT**

This work consists of **Rehabilitation of Integrated Health Centre Kumbe Balue**

#### **Description of tasks**

The main tasks to be carried out as per the building proper shall be the following:

Preliminary works and actions involving complementary Studies and site installation;

Earth works;  
Elevation/masonry works;  
Electrical works;  
Metal works;  
Painting;  
, accessories and water tank.

### **Reference documents**

In the study and execution of the jobbing order, bidders shall comply with the following;

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

**N.B:** The above mentioned documents shall be enclosed with the documents of the tender file, shall not be appended to the contract and shall not be signed by the contracting parties which shall however acknowledge that they have read and understood them. The contractor shall carry out the works under the control of the Contract Manager and the Contract Engineer.

He shall be bound to inform the Contract Engineer of the progress of works and any difficulty encountered in the fulfillment of his mission.

He shall also keep a site log book in which all the observations shall be recorded.

In this report, he shall also carry out an inventory of all the events that may influence the execution of works, such as those relating to the climate.

This report shall become the property of the Contracting Authority to whom it shall be given during the final acceptance of works.

To carry out the general control of works, the Project Engineer may carry out regular or unexpected visits to the site.

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

Any successful bidder shall strictly comply with the description of estimates in keeping with rules and norms prescribed in the Unified Technical Document (DTU).

### **QUALITY AND PREPARATION OF MATERIALS**

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

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

#### **Reference of manufactured goods.**

The contractor shall be bound to provide all the justification, invoices and reference of manufactured goods to be used.

### **SAND**

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

The aggregate grain size shall vary between 0.80 mm and 2.5 mm for mortars and toppings, between 0.16mm and 5 mm for concrete structures.

### **FINE GRAVELS**

All the fine gravels supplied by the contractor or put at his disposal shall be subject to the approval of the Project Engineer. Meant for the production of concretes, fine gravels shall be homogeneous nature or crushed materials. The films of the gravels must have been blown or washed away.

## **MIXING WATER**

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

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

## **BINDERS**

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

## **REINFORCEMENTS**

Reinforcements for reinforced concrete shall be high-bond mild steel in compliance with the specifications of the BAEL 91 Mod 99 rules. They shall be perfectly clean without any trace of rust, paint or grease.

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

## **WOOD**

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

## **FORMWORK**

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

## **TECHNICAL REQUIREMENTS**

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

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

### **Fire protection**

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

Classification of the establishment: category 5 EOP;

Behavior of building components in fire;

FR: fire resistant;

FB: firebreak

FC: fire check;

½ h FR components supporting the shell of the building;

1h FC floor;

½ FB internal partitions;

Highly inflammable materials shall be avoided;

Smoke clearing

## MODE OF EXECUTION OF WORKS

### STRUCTURE OF THE BUILDING SITE

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

- Development of platform for the structures of the fence site (raising of building, etc.), premises for the storing of materials and parking of equipment and vehicle, including the necessary coating and their maintenance;
- A bill board and a notice board of the fence site;
- Supplying water and guarding;
- Any other measure for the proper running of the work site;
- Conveyance and folding up of any material needed on the work site;
- Dismantling and folding up of structures;
- Their possible transfer;
- Development and maintenance of premises for setting up and execution of work;
- Putting in place means which are essential for the safety of personnel and users, especially putting signals at the work site;
- Cleaning of premises after execution of work;

The plan relating to setting up operations shall give all the details on the following points;

- In addition, setting up operations shall include the actual mobilization of supervisory staff, the foreman, and the charge hands among others.

Signals, safety, miscellaneous

The contractor shall plan to put in place temporary signals essential for safety of users and personnel of the enterprise.

Safety measures shall be part of the plan of execution to be provided by the contractor at the start of work.

### CONSTRUCTION WORKS

#### 1- Plan of execution:

It shall be made up as follows:

- Construction drawings and details at the appropriate scales;
- Work planning;
- Method and technical approach to execution;
- Organization of the work site;
- Etc.,

#### **Knowledge of the soils**

The contractor is supposed to have perfect knowledge of nature and consistency of the soils. No complaint shall be accepted in the course of work, differences in the nature of soils noticed during the execution of work shall give rise to an increase in the price of the contract.

#### **Acceptance of the difficulties on site**

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

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

It shall be the contractor's responsibility to follow the required procedures to obtain from public services the authorization to remove his report.

### **Site survey**

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

Exits form and access to the work site shall be signaled and marked out in keeping with the rules and regulations in force and the requirements of Public institutions and the Project Manager.

### **Construction drawing**

The contractor shall draw a complete set of designs to be executed (general design, formwork design, bar bending design, etc....) and all the designs that may be requested by the Contract Engineer in the course of work.

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

### **Foundations**

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

### **Floor slab**

Slabs shall be made on levelled and properly rammed platforms. The foundation shall be drained and well compacted.

Insulation from moisture shall be done with a film polyane (plastic material) placed directly beneath the concrete under-coat and raised on the periphery, building of a concrete under-coat reinforced with a middle welded wire fabric. The thickness of this under-coat shall vary according to the load to be borne. A slab with ordinary concrete batched at 300 kg/m<sup>3</sup> measuring 08 cm thick shall be put on the floor.

## **BLOCLWORK – ELEVATION**

### **- Bearing walls:**

Bearing walls shall be built with hollow cement block 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.

### **- Coating:**

- The bearing surface shall be clean, free from any trace of dust or product resulting from the removal of the formwork to all the prescribed norms and be approved by the coating to enable sick 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 clean on the surface during the application of the coating.
- Coating/plastering shall start only on block works that have been completed for at least two weeks.
- Coating shall comprise three coats

### **- Bond coat or dash coat**

Batching of the dash bond coat shall be 350 km/m<sup>3</sup>; 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 and even tightening of mortar with a steel float. This 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.

**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.

**Topping:**

It shall be 4 cm thick and shall be fitted in the slab built with coarse sand 400 kg/m<sup>3</sup> mortar. Finishing and polishing shall be made with cement grout.

Document No: 6

# **SCHEDULE OF UNIT PRICES**



Document No: 7

**BILL OF QUANTITIES AND COST  
ESTIMATES**



Document No: 8

**MODEL OF SUB-DETAIL OF UNIT  
PRICES**

## **GENERAL REMARKS**

### **Schedule of unit prices and detailed estimates**

1. The Schedule of prices must be taken into account by the bidder strictly with the General Regulations of the invitation to tender, the General and Special Administrative Conditions and the Technical Specifications and the plans.
2. The quantities specified in the Bill of Quantities and Estimates are estimated quantities and provisional. They shall be a common base for the evaluation of offers and the award of the contract. The base of regulations shall be the real quantities of ordered and executed works such as measured by the contractor and verified by the Project Engineer and evaluated at the rate and price specified in figures or in words in the Schedule of prices presented by the contractor in his/her offer.
3. Except otherwise stated in the contract, the prices offered by the contractor in the Schedule of prices in figures included in his/her offer must include all the construction installations, labour, supervision, building materials, mounting, maintenance, insurance, overheads and profits, taxes, duties and dues as well as coverage for general risks, commitments and other obligations implicitly specified in contract.
4. A price must be indicated for each item in the bill of quantities and estimates in figures, whether the quantities are specified or not. The cost of items for which the contractor did not indicate a price shall be considered as being covered in the bill of quantities and estimates in figures.
5. The complete cost in accordance with the provisions of the contract should be included in the items specified in the Schedule of prices and the Bill of Quantities and Estimates in figures. Where an item is not specified, the corresponding cost shall be considered as having been distributed among the other prices mentioned.
6. The general indications and the description of works and building materials are not necessarily repeated or summarized in the Schedule of prices and the Bill of Quantities and Estimates included in the Tender File. The references, explicit or implicit, to the appropriate sections of the file must be considered before giving a figure to the prices for each item of the Schedule of prices and bill of quantities and estimates in figures submitted in the offer.
7. During the evaluation of offers, possible arithmetical errors noticed in the Schedule of prices and the Bill of Quantities and Estimates will be corrected according to the provisions of article 28 of the General Regulations of the invitation to tender.
8. The method used to establish executed services in view of the regulations must be in accordance with the norms and directives mentioned in the Special Technical Conditions of the invitation to tender.

<b>Designation of Works :</b>					
<b>N° price</b>	<b>Daily output</b>		<b>Total Quantity</b>		<b>Duration (days)</b>
	/ day				
<b>WORKMANSHIP</b>	<b>Category</b>	<b>Number</b>	<b>Daily Salary</b>	<b>Days paid</b>	<b>Amount</b>
	<b>Total A</b>				
<b>MACHINES OR EQUIPMENT</b>	<b>Type</b>	<b>Quantity</b>	<b>Daily rate</b>	<b>Days paid</b>	<b>Amount</b>
	<b>Total B</b>				
<b>DIVERSES MATERIALS</b>	<b>Type</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Consumption</b>	<b>Amount</b>
	*				
	*				
	*				
	<b>Total C</b>				
<b>D</b>	<b>TOTAL DRY PRICE A+B+C</b>				
<b>E</b>	<b>General site expenses</b>		<b>X%</b>	<b>D x X%</b>	
<b>F</b>	<b>General head office expenses</b>		<b>Y%</b>	<b>D x Y%</b>	
<b>G</b>	<b>TOTALCOST PRICE</b>			<b>D + E + F</b>	
<b>H</b>	<b>Risks + profit</b>		<b>Z%</b>	<b>G x Z%</b>	
<b>P</b>	<b>TOTAL COST (BID) PRICE WITHOUT TAXES</b>			<b>G + H</b>	
<b>V</b>	<b>UNIT BID PRICE WITHOUT TAXES</b>			<b>P/QTE</b>	

Document No: 9

**MODEL JOBBING ORDER**

REPUBLIQUE DU CAMEROUN  
Paix-Travail-Patrie  
-----  
**REGIONAL DU SUD OUEST**  
-----  
**Commune d'Ekondo Titi**  
-----



REPUBLIC OF CAMEROON  
Peace-Work-Fatherland  
-----  
**SOUTH WEST REGION**  
-----  
**Ekondo Titi Council**

**JOBGING ORDER NO. \_\_\_\_\_/JO/ETC /ETCITB/PIB2026**

Awarded after *OPEN NATIONAL INVITATION TO TENDER*

**NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026**  
**Rehabilitation of Integrated Health Centre Kumbe Balue**

Project Owner: *The Mayor Ekondo Titi Council*

**HOLDER** : [indicate name and full address of holder]

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

Business Registry No. \_\_\_\_\_ at  
Taxpayer's No. \_\_\_\_\_

**SUBJECT** : Execution of \_\_\_\_\_ works;

**PLACE** : Region \_\_\_\_\_

**EXECUTION TIME FRAME** : \_\_\_\_\_ (\_\_\_\_\_) months

**AMOUNT IN CFA F:**

IAT	
EVAT	
VAT	
AIR (Income tax)	
Net to be paid	

**FINANCING** : BIP 2026  
**BUDGET HEAD** :

SUBSCRIBED ON: \_\_\_\_\_  
SIGNED ON: \_\_\_\_\_  
NOTIFIED ON: \_\_\_\_\_  
REGISTERED ON: \_\_\_\_\_

**Between:**

The Government of the Republic of Cameroon, represented by \_\_\_\_\_ hereinafter referred to the “Contracting Authority”

**On one hand,**

**And**

\_\_\_\_\_**(enterprise)**  
P.O. Box \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Business Registry No. \_\_\_\_\_  
Taxpayer’s No. \_\_\_\_\_

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

**On the other hand,**

Agree 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  
NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026  
Rehabilitation of Integrated Health Centre Kumbe Balue**

With \_\_\_\_\_,

For the execution of \_\_\_\_\_ works

**EXECUTION TIME FRAME** \_\_\_\_\_ (\_\_\_\_\_) months

**Amount of contract in CFA F:**

IAT	
EVAT	
VAT (	
AIR (2.2% or 5.5%)	
Net to be paid	

**Read and accepted by the contractor**

(Place of signature) \_\_\_\_\_ (date)

**Signature** \_\_\_\_\_  
**“Contracting Authority”**

(Place of signature) \_\_\_\_\_ (date)

**Registration**

(Place)..... (Date)

Document No: 10

**MODEL FORMS**

## Annex No. 1: Model tender

I the undersigned Mr. ....  
Taxpayer n° .....  
Acting on the name and on behalf of ETS..... P.O. BOX .....

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addendum (addenda) where available: the invitation to tender **NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026**  
**Rehabilitation of Integrated Health Centre Kumbe Balue**

After having personally taken 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;

1 -. Hereby submit and commit to execute the works in accordance with the invitation to tender file according to the prices that I have fixed after having appreciated to my point of view and under my responsibility, the nature and the benefit, which make up the sum of..... Francs cfa all taxes included.

Amount in figures FCFA TTC: .....

2 - Commit to undertake from the receipt of the service order to begin works given out by the Contracting Authority, the setting up of the personnel for the works and the material as foreseen in the terms of the contract file.

3 - Declare that this tender remains valid within ninety (90) days counting from the limit date of the submission of the bid.

4 - Commit to respect the duration of four (04) months foreseen by the planning of execution of the works that I myself have established.

5 - Affirm by right at the risk of termination that I have not fallen as well as the enterprise for which I act, under the influence of legal interdictions decreed in the Republic of Cameroon.

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

Signature (s)

## ANNEX No. 2: MODEL BID BOND

Bank .....

Reference of guarantee: No. ....

**To the Mayor Ekondo Titi council, Contracting Authority**

**Republic of Cameroon**

Whereas the undertaking \_\_\_\_\_ hereinafter referred to as the "bidder" has submitted his bid on \_\_\_\_\_ for the invitation to tender **NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026 Rehabilitation of Integrated Health Centre Kumbe Balue** Hereinafter referred to as "the bid" 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 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 bid during the validity period provided for in the Tender File;

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 bids. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of bids. 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 and execution, be subject 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. 3: MODEL OF PERFORMANCE BOND (RETENTION FUND)

Bank: \_\_\_\_\_

Reference of the bond: No. \_\_\_\_\_

Addressed to *[Indicate the Project Owner]*  
*[Address of Contracting Authority]*

Hereinafter referred to as "the Project Owner"

Whereas \_\_\_\_\_ *name and address of Service provider*] hereinafter referred to "the contractor",  
pledged, in execution of the contract, to carry out the works of *[indicate the subject of the works]*

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 Project Owner for a maximum amount of \_\_\_\_\_  
*[in figures and letters]* corresponding to *[percentage below 10 % to be specified]* of the contract price.

And we pledge to pay to the Project Owner 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 Project Owner 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 Project Owner 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 thirty (30) days from the date of the final acceptance of the works and upon release issued by the Project Owner.

Any request for payment made by the Project Owner 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]*

## ANNEX No. 4: DECLARATION FORM

### THE MODEL DECLARATION TO TENDER

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

Construction of .....

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

Acting in the capacity of (9) .....in the name and on behalf of (10)..... at

.....RC N°. ....by virtue of the power vested in me (us), domiciled at P.O. Box.....

(Town) ....., telephone N° ....., after having studied all the documents of the tender file relating to the Invitation to Tender N° ....., and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the contract, I (we) do hereby tender and commit myself (ourselves) to carry out works

#### **Rehabilitation of Integrated Health Centre Kumbe Balue**

in keeping with the terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within ..... (.....) months as from the date of notification of award of the contract.

I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a period of sixty (60) days with effect from the dateline for submission of bids.

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

General Manager

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)

« represented by the undersigned ..... » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, ..... »

(For each person: name, first name, company name, nationality, location of the registered office)

« Constituted in a group of companies for the execution of this Jobbing Order, jointly commit ourselves ..... »

(8) Name, first name, profession, residence

(9) Position in the enterprise

(10) Company name

## ANNEX No. 5: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 Project Owner [address of the Project Owner]  
(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 bond 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(s) & stamps of the bank

## ANNEX No. 6: MODEL OF FINAL BOND

Bank:

Reference of the bond: No \_\_\_\_\_

Addressed to *[Indicate the Project Owner and his address]* Cameroon, hereinafter referred to as the "Project Owner"

Whereas \_\_\_\_\_ *[name and address of Contractor]*, hereafter referred to as "the Contractor", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the works]*.

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

We, \_\_\_\_\_ *[name and address of bank]*

Represented by \_\_\_\_\_ *[name of signatories]*,

hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the Contractor has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any sum up to the sum of \_\_\_\_\_ *[in figures and words]*.

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

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment made by the Project Owner by virtue of this guarantee 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, be subject 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 \_\_\_\_\_

*[Signature of the bank]*

**ANNEX No. 7:**

**MODEL OF COMMITMENT OF AVAILABILITY**

**To Whom It May Concern:**

**Subject: COMMITMENT OF AVAILABILITY.**

I the undersigned, (*specify Name, qualification -diploma or certificate*) and holder of National Identity Card N° \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ Tel: \_\_\_\_\_ is committed and will be available to work as (*specify post occupied*) with (*name of enterprise*) if Open National Invitation to Tenders **NO 05/ONIT/ETC /ETCITB/PIB2026 OF 23/03/2026 Rehabilitation of Integrated Health Centre Kumbe Balue** awarded to ETS .....

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

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

## ANNEX No. 8: MODELREFERENCES OF THE ENTERPRISE

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

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

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

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

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

Mr (Messrs).....

Signature(s).....

**ANNEX No. 9: MODELEQUIPMENT LIST.**

<b>DESIGNATION</b>	<b>NUMBER</b>	<b>AGE-STATE</b>	<b>ORIGIN</b>	<b>STATUS</b>

**ANNEX No. 10: KEY STAFF**

	<b>NAME</b>	<b>QUALIFICATION</b>	<b>EXPERIENCE</b>	<b>FUNCTION</b>
<b>ADMINISTRATIVE AND TECHNICAL STAFF OF THE ENTERPRISE</b>				
<b>SUPPORT STAFF</b>				

**ANNEX NO: 11**

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

I) INTRODUCTION

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

II) COMMENTARY:

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

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

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

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

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

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

V) DIFFICULTIES: .....  
.....  
.....

V) CONCLUSION .....  
.....  
.....

SIGNATURES:

Contractor's Engineer

**Document No.11:**

**LIST OF BANKING ESTABLISHMENTS AND  
FINANCIAL BODIES AUTHORISED TO ISSUE  
BONDS FOR PUBLIC CONTRACTS**

# List of banking establishments and financial bodies authorised to issue bonds for public contracts

## A- BANKS

- 1- Afriland First Bank (First Bank);
- 2- BFG BANK;
- 3- BGFI BANK
- 4- Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
- 5- City Bank Cameroon (City group);
- 6- Commercial Bank Cameroun (CBC)
- 7- Ecobank Cameroon (EcoBank);
- 8- National Financial Credit (NFC-BANK);
- 9- Société Commerciale de Banques-Cameroun (SCB- CAMEROUN);
- 10-Société Générale Cameroun (SGC);
- 11-Standard Chartered Bank Cameroon (SCBC)
- 12-Union Bank of Cameroon PLC(UBC)
- 13-United Bank for Africa (UBA)
- 14-BC-PME

## B- INSURANCE COMPANIES

- 1- Activa Assurances,
- 2- AREA Assurances
- 3- Chanas Assurances;
- 4- PRO ASSUR S.A.
- 5- Zenithe Insurance
- 6- CPA SA
- 7- Atlantique Assurances Cameroun
- 8- Prudential General Insurance
- 9- NSIA Assurance SA
- 10- Royal Onyx insurance
- 11- SAAR SA