

REPUBLIQUE DU CAMEROUN

PAIX - TRAVAIL - PATRIE

MINISTERE DE LA DECENTRALISATION ET DEVELOPMENT LOCALE

DELEGATION REGIONALE DU NORD-OUEST

DELEGATION DEPARTEMENTALE DE LA MENCHUM

COMMUNE DE ZHOA SERVICE DE PASSATION DES MARCHES

REPUBLIC OF CAMEROON PEACE WORK FATHER LAND

MINISTRY OF DECENTRALIZATION AND LOCAL DEVELOPMENT

REGIONAL DELEGATION FOR NORTH WEST

DIVISIONAL DELEGATION OF MENCHUM

ZHOA COUNCIL SERVICE OF CONTRACTS AWARD

OPEN NATIONAL INVITATION TO TENDER

N° 019/2026/NDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF 2026 FOR THE CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS AT BAFMENG IN THE ZHOA MUNICIPALITY, FUNGOM SUB-DIVISION IN MENCHUM DIVISION NORTH WEST REGION.

CONTRACTING AUTHORITY: THE MAYOR OF ZHOA COUNCIL, MENCHUM

PROJECT OWNER

THE MAYOR, ZHOA COUNCIL

FINANCING: PIB 2026 COMMERCE, 2026 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N°

VOTE OF CHARGE N°

TENDER FILE



DOCUMENT N° 1

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

MINISTERE DE LA DECENTRALISATION ET
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MENCHUM

ZHOA COUNCIL
SERVICE OF CONTRACTS AWARD

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N° 09/ONIT/M/IDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF 09/03/ 2026 FOR THE
CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS AT BAFMENG IN THE
ZHOA MUNICIPALITY, FUNGOM SUB-DIVISION IN MENCHUM DIVISION
NORTH WEST REGION.

1) SUBJECT OF THE INVITATION TO TENDER:

Within the frame-work of the 2026 Public Investment Budget, the Contracting Authority (Mayor of Zhoa Council), hereby representing the State of Cameroon, launches an Open National Invitation to Tender under **NORMAL CONDITIONS** for the **Construction** of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, **Fungom Sub Division, in Menchum Division-North West Region.**

2) CONSISTENCY/NATURE OF SERVICE:

The works subject of this invitation to tender shall require for the **Construction** of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, **Fungom Sub Division, in Menchum Division-North West Region.** The works required are found in the detail description mentioned in the respective bills of quantities and cost estimates.

3) EXECUTION DEADLINE:

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

4) ALLOTMENT:

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

Lot	Works	Locality
1	Construction of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, Fungom Sub Division, in Menchum Division-North West Region.	Bafmeng, Fungom Sub Division, in Menchum Division-North West Region.

5) COST ESTIMATE:

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in seven (7) copies, that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one sealed external envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical documents and Envelope C: Financial documents. It shall reach the Zhoa Council (*at the Zhoa*) not later than ----- **at 11am** local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

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

OPEN NATIONAL INVITATION TO TENDER

N^o 04/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF 09/031 2026 FOR THE CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS AT BAFMENG IN THE ZHOA MUNICIPALITY, FUNGOM SUB-DIVISION IN MENCHUM DIVISION NORTH WEST REGION.

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

12) ADMISSIBILITY OF OFFERS:

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

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

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

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

13) OPENING OF BIDS(OFFERS):

Bids shall be opened by the Zhoa council Internal Tenders Board in a single phase for all in that order on the ----- 2026 at 12pm local time in the hall at the Zhoa Council. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

14) EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following:

- Offers (bids) submitted after the deadline or time limit shall be rejected;
- Bids submitted in unsealed external envelopes shall be rejected.
- External envelopes with identification marks or inscriptions which may lead to the identification of the said company shall be rejected.
- Absence of original or properly certified administrative document or documents certified more than one time shall be given 48 hours to replace it.
- False declaration or forged documents shall be given 48 hours to replace them;
- Absence of bid bond, or Certified cheque, Bank cheque, Legal mortgage or Bank Guarantee or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance and with the CEDEC receipt attached to it the bidder shall simply be rejected.

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

DOSSIER N° 1

REPUBLIQUE DU CAMEROUN

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REGIONAL DELEGATION FOR
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MENCHUM

ZHOA COUNCIL
SERVICE OF CONTRACTS AWARD

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 04/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 DU 09/03/ 2026 POUR
LES TRAVAUX DE CONSTRUCTION DE SEIZE BOUTIQUES AU MARCHÉ DE BAFMENG
DAN LE MUNICIPALITE DE ZHOA, ARRONDISSEMENT DE FUNGOM DANS LE
DEPARTEMENT DE LA MENCHUM, REGION DU NORD-OUEST.

1- Objet de l'appel d'offres :

Dans le cadre du Budget d'Investissement Public (BIP) 2026, le Maire de la Commune de Zhoa, (Autorité Contractante) représentant l'état du Cameroun lance un Appel d'Offres National Ouvert SOUS LES CONDITIONS NORMALE pour de Travaux de Construction de seize boutique au marché Bafmeng dan le Municipalité Zhoa , Arrondissement de Fungom dans le Département de la Menchum, Région du Nord-Ouest.

2- Consistance des travaux/ Nature du service

Les travaux objets du présent appel d'offres concerneront de Travaux de Construction de seize boutique au marché Bafmeng dan le Municipaux Zhoa , Arrondissement de Fungom dans le Département de la Menchum, Région du Nord-Ouest.

Les travaux requis sont détaillés des descriptions mentionnées dans le cadre du détail estimatif.

3- Délai d'exécution :

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

4- Allotissement:

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

Lot	Travaux	Localité
1	Construction de seize boutique au marché Bafmeng dan le Municipalité Zhoa , Arrondissement de Fungom dans le Département de la Menchum.	A Bafmeng, Arrondissement de Fungom dans le Département de la Menchum, Région du Nord-Ouest.

5- Coût prévisionnel

francs CFA payable au trésor public ou trésor Municipal de Zhoa.

11- Remise des offres :

Chaque offre rédigée en français ou en anglais sera signée par le soumissionnaire ou son Représentant autorisé et présentée en sept (07) exemplaires c.-à-d. Un (01) original et six (06) copies marquées comme tels de trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Les offres seront remises étant dans une enveloppe externe fermée à la Commune de Zhoa au plus tard le ----- 2026 à 12heures. Cette enveloppe externe devra être adressée à l'Autorité Contractante portant la mention.

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N°
04/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 DU 29/03/2026 POUR LES
TRAVAUX DE CONSTRUCTION DE SEIZEZ BOUTIQUE AU MARCHE DE BAFMENG DAN LE
MUNICIPAL DE ZHOA, ARRONDISSEMENT DE FUNGOM DANS LE DEPARTEMENT DE LA
MENCHUM, REGION DU NORD-OUEST.

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

12 - Admissibilités des offres

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

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

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

13- Ouverture des plis:

L'ouverture des plis sera faite par la Commission de passation des marchés en une seule phase le 10 AVR 2026 à 13 heures heure locale pour tous les lots, lot 1 et lot 2 suivant cet ordre dans une salle allouée au Président de la commission de passation des marchés situé à la Commune de Zhoa. Seul les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et de la réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l'ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

14- Critères d'évaluation:

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

Les offres seront évaluées selon des conditions suivantes.

- Offres remise après le délai seront rejeté
- Offres remise dans les enveloppes externes ouvertes, seront rejeté
- Enveloppes externes ayant les signes d'identification des soumissionnaires, seront rejeté
- Absence d'un document dans le dossier Administratif 48 heures
- Documents administratifs certifiés hors du délai de trois mois 48 heures
- Absence de l'original ou des documents bien certifiés ou documents certifiés plus qu'une fois 48 heures

Ampliations:

- *Le Président, CIPDM Commune de Zhoa.*
- *ARMP Bamenda (pour publication et archivage)*
- *Le Délégué Départemental de MINMAP MCH*
- *CRTV*
- *Radios locales pour faciliter la publicité*
- *Tableau d'affichage*

Le Maire de Commune de Zhoa (**Autorité Contractante**), Menchum

DOCUMENT N° 02**GENERAL REGULATIONS OF THE INVITATION TO TENDER****CONTENTS**

- A. General**
 - Article 1: Scope of the tender
 - Article 2: Financing
 - Article 3: Fraud and;1 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 and petitions
 - 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

DOCUMENT N° 02

GENERAL REGULATIONS OF THE INVITATION TO TENDER

A-GENERALITIES

Article 01: SCOPE OF THE INVITATION TO TENDER

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

Article 02: FINANCING

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

Article 03: FRAUD AND CORRUPTION

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

a) The following definitions shall be admitted:

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

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

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

Article 04: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in construction works accompanied by the necessary legal and financial autonomy

Article 07: SITE VISIT

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

B-TENDERS FILE

Article 08: CONTENT OF THE TENDER FILE

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

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

Article 09: CLARIFICATIONS ON THE TENDER FILE

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

THE MAYOR OF ZHOA COUNCIL

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

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

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

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

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

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

c. Envelop C: Financial bid:

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

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

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

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

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

**THE CONTRACTING AUTHORITY
MAYOR OF ZHOA**

OPEN NATIONAL INVITATION TO TENDER

N^o ___/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF ----- 2026 FOR THE
CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS AT BAFMENG IN THE ZHOA
MUNICIPALITY, FUNGOM SUB-DIVISION IN MENCHUM DIVISION NORTH WEST
REGION.

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

Note should be taken that:-

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

- (b) The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- (c) The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- (d) The bid bond may be seized:
 - (i) if the bidder withdraws his bid during the period of validity;
 - (ii) if the retained bidder:
 - fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - fails in his obligation to furnish the required final bond in application of the General Regulations
 - refuses to receive notification of the Administrative Order to commence execution.

Article 18: VARYING PROPOSALS BY BIDDERS

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

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

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

Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT

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

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

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

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

Article 20: FORM AND SIGNATURE OF BIDS

Each offer shall be presented in seven (7) copies, that is, **one (01) original** clearly indicated "**ORIGINAL**". and **six (07) photocopies** bearing "**COPY**". The original must be typed or written with indelible ink and in case of any ambiguities or differences only the original shall be considered authentic. In case of a correction or a page overloaded with information added after, it must be visaed by the signatory (ies) (person or persons mandated to signed for the bidder). The bid shall be bearing no

may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

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

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

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

E- OPENING AND EVALUATION OF BIDS

Article 25: OPENING OF BIDS AND PETITIONS

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

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

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

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

Article 29: QUALIFICATION OF THE BIDDER

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

Article 30: CORRECTION OF ERRORS

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

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

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

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

Article 31: CONVERSION INTO A SINGLE CURRENCY

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

Article 32: EVALUATION AND COMPARISON OF FINANCIAL BIDS

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

- a) By correcting any possible error in accordance with the provisions of the General Regulations;
- b) By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of the General Regulations (GAC) and the Special Regulations (SAC) by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according

eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree N^o: 2018/366 of 20th June 2018 instituting the Public Contracts Code.

Article 35: PUBLICATION OF RESULTS OF AWARD AND PETITIONS

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

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

Remarks:

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

Article 36: NOTIFICATION OF AN AWARD OF CONTRACT

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

Article 37: SIGNING OF THE CONTRACT

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

Article 38: FINAL BOND

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

REMARK:

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

DOCUMENT N° 03

SPECIAL REGULATIONS OF THE INVITATION TO TENDER

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

ARTICLE 01: DEFINITION OF WORKS

The works involved in the execution of the project shall consist of a number of tasks in the Construction of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, Fungom Sub Division, in Menchum Division-North West Region.

2) CONSISTENCY/NATURE OF SERVICE:

With the specifications as in the Special Technical Conditions and in the Bill of quantities and cost estimates. The Contracting Authority concerned in this invitation to tender shall be the Mayor of Zhoa Council. The reference of this tenders file is N° ___/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 of ----- 2026 for the Construction of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, Fungom Sub Division, in Menchum Division-North West Region.

2) CONSISTENCY/NATURE OF SERVICE:

ARTICLE 02: EXECUTION DEADLINE

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

ARTICLE 03: SOURCE OF FINANCING

The source of funding for the project shall be the 2026 Public Investment Budget of the Republic of Cameroon imputed under the budgetary supervision of the Ministry of Trade and assigned to the Mayor of Zhoa Council.

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

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

ARTICLE 05: PRESENTATION AND CONTENT OF BIDS

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

1. ENVELOPE A-Administrative documents

Administrative documents attest that the bidder:-

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

		Foreman: Rural/Civil Engineering Technician experience with at least 5 years' in construction.	Works Supervisor Works Foreman. NB-All key personnel must present commitment of availability duly signed & certified by the National Security Service (see Model Forms N° 8 & N° 9 for formats)
B3	Methodology/ Organisation of works	Bids shall be assessed based on the technical understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise (methodology of execution, work schedule, site installation, supply of materials, works to be sub-contracted, the use of local manpower, HIMO etc)	Date, signature and stamp of bidder at the end of document
B4	Sub- contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
B5	Site visit report	Site visit report containing coloured picture(s) of the Representative of the company conspicuously seen on site	Dated and co-signed by the Managing Director and Works Supervisor of the company (see Model form N° 14 for format).
B6	References of the enterprise.	List of similar jobs executed in the last five (05) years by the enterprise and/or other civil engineering works realised.	Amount of works, copies of (1 st and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. (see Model form N° 11 for format)
B7	Technical specifications	Provided in tender file.	Initialled on every page and signed and stamp on the last page

3. ENVELOPE C- Financial Documents

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

ARTICLE 09: EVALUATION CRITERIA

They include:-

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

- Offers (bids) submitted after the deadline or time limit shall be rejected;
- Bids submitted in unsealed external envelopes shall be rejected.
- External envelopes with identification marks or inscriptions which may lead to the identification of the said company shall be rejected.
- Absence of original or properly certified administrative document or documents certified more than one time shall be given 48 hours to replace it.
- False declaration or forged documents shall be given 48 hours to replace them;
- Absence of bid bond, or Certified cheque, Bank cheque, Legal mortgage or Bank Guarantee or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance the bidder shall simply be rejected.

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

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

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

(b) Essential criteria

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

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

CRITERA	POINTS
GENERAL PRESENTATION OF THE BIDS	06
EXPERIENCE OF THE COMPANY	07
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	11
TECHNICAL EQUIPMENT	05
METHODOLOGY FOR THE EXECUTION OF WORKS	07
TOTAL	36

NB:

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

-See Model form N° 15 for evaluation grid


The essential criteria are as in the table below:-

GENERAL PRESENTATION OF THE BIDS	<ul style="list-style-type: none">- Table of content- Quality of the binding (<i>spiral binding with transparent fly-leaf on front cover recommended</i>)- Availability of colour separators- Presentation of all documents in same order as in the Tender File- Clarity of the documents with pages numbered
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ARTICLE 13: AMENDMENT TO THE INVITATION TO TENDER:

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

Zhoa, the _____

<p>Copies :</p> <ul style="list-style-type: none">- <i>The Chairman, Zhoa Internal Tenders Board</i>- <i>ARMP Bamenda (for publication and filing)</i>- <i>Divisional Delegate MINMAP Menchum</i>- <i>CRTV</i>- <i>Local Radio House(s), to facilitate publicity</i>- <i>Bill Boards</i>- <i>Chrono</i>	<p>The Mayor of Zhoa Council (Contracting Authority)</p> 
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Article 30	Security measures
Article 31	Environmental protection
Article 32	Cleaning of the site
Article 33	Operations required before acceptance
Article 34	Provisional acceptance
Article 35	Period of guarantee
Article 36	Maintenance during the period of guarantee
Article 37	Final acceptance
Article 38	Laws governing labour
CHAPTER III	FINANCIAL CONDITIONS
Article 39	Amount of the Contract (<i>Jobbing Order</i>)
Article 40	Price consistency
Article 41	Sub-detailed prices
Article 42	Additional work - variation in the volume and nature of tasks
Article 43	Payment
Article 44	Start-off advance
Article 45	Guarantees
Article 46	Price Revision
Article 47	Stamp duty and registration
Article 48	Tax and customs regime
Article 49	Penalties
CHAPTER IV	FINAL PROVISIONS
Article 50	Risks, reserves and force majeure
Article 51	Settlement of disputes
Article 52	Termination of Contract
Article 53	Special commercial charges
Article 54	International transports
Article 55	Validity and entry into force of the Jobbing Order
Article 56	Information to be posted

- Decree N°2012/076 of 8th March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23rd February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;
- Circular letter N°001/CAB/PR of 19th June 2012 relative to the award and the control of the execution of public contracts.
- Letter N° 0005193/L/PR/MINMAP/CAB of 24th October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N° 038 CAB/PM of 15th May 2014 putting in force model tender files for the award of public contracts.
- Circular letter N° 00004077/LC/MINMAP/CAB of 23rd July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.
- Circular N° 0001877/C/MINFI of 31st December 2025 bearing instructions relating to the execution of Finance Laws, the Monitoring and Control of the execution of the Budget of the State, Administrative Public Establishments, Regional and Local Authorities for the 2026 financial year.
- Norms in force in the Republic of Cameroon;
- Other texts specific to contracting fields.

Article 7: DEFINITIONS OF DUTIES

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

1. **The Contracting Authority** is the Mayor of Zhoa Council who shall be the Signatory Authority of the contract arising from this invitation to tender. He shall be responsible for the conservation of the originals of the Jobbing Order and the transmission of copies to ARMP through the focal point designated to that effect.
2. **The Project Owner**, that is, the Mayor of Zhoa Council who shall take part in the award and follow-up of the execution of the project in collaboration with the Project Engineer and the Control Service at the Divisional Delegation of Public Contracts for Menchum.
3. **The Authorizing Officer**, that is, the Mayor of Zhoa Council who shall address to the Divisional Delegate of Public Contracts for Menchum, periodic reports on the partial payments made, if any. These reports shall present the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.
4. **The Contract Manager** that is, the Divisinal Delegate of Trade for Menchum who shall in collaboration with the Project Engineer approve the execution program submitted by the Contractor and ensure the technical specifications are respected during the execution and submit in maximum every two weeks, reports to the Contracting Authority through the Project Engineer.
5. **The Chief of service for the Contract** is, the Council Development Officer, Zhoa Council who shall in collaboration with the Project Engineer approve the execution program submitted by the Contractor and ensure the technical specifications are respected during the execution and submit in maximum every two weeks, reports to the Contracting Authority through the Project Engineer.
6. **The Project Engineer** is the Divisional Delegate of Public Works for Menchum who shall be in charge of approbation of execution documents, supervising and controlling the technical execution of the works. He shall as well ensure he plays his roles spelled out in Article 26 of these Administrative Conditions and prepare documents for payments.
7. **The Control Brigade** shall be that of the Divisional Delegation of Public Contracts for Menchum. It shall carry out routine control of the execution of the specifications of the contract(s) as per its attributions and channel technical advices to the contractor through the Project Engineer and Project Owner. It shall within a maximum of seventy two (72) hours forward to the Contracting Authority a report of each control mission carried out.

Article 8: REPRESENTATIVE OF THE CONTRACTOR

- 8.1-Within fifteen (15) days that follow the date of notification of the service order to begin work, the contractor shall confirm the site foreman who shall have the right of representation and

tasks to be executed, the type of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:-

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

The contractor shall within fifteen (15) days from the date of notification of the service order to start execution be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his company shall be validly done in the office of the Mayor of Zhoua Council in Zhoua Sub-Division where the project is being executed.

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

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

- The Project Owner----- Chairperson
- The Project (Contract) Engineer----- Secretary
- The Contracting Authority (CA) or his Representative----- Member
- The Contractor ----- Member
- The contract manager.....Member
- The CDO of the CouncilMember
- The stores accountantMember
- A Representative of MINEPAT----- Member
- A Representative of MINDDEVEL----- Member
- A Representative of MINMAP----- Observer
- The village Chief or RepresentativeObserver

Remark: *-An installation report shall be prepared by the Project Engineer on the site and signed by at least 2/3 commission members on site as well.*

-If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000th the cost of the contract (ATI).

-In no circumstance shall the cost of installation be more than 10% the cost of the initial contract.

-In no circumstance shall the installation material paid for site installation be taken away by the Contractor at the end of execution. The installation material shall become the property of the Beneficiary Administration because the material has been paid for in the cost estimate contain the contract.

CHAPTER II: EXECUTION OF THE TASKS

made on the execution program. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program: in no circumstance shall the execution program be rejected more than two (02) times.

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

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

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

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

NB:

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

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

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

Article 15: INSURANCE AND PROTECTION OF THE SITES

Civil liability

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

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

Comprehensive risks insurance

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

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

Protection of the site

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

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

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

Article 19: REPLACEMENT OF KEY PERSONNEL

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

Article 20: MODIFICATION TO STRUCTURES

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

Article 21: MATERIALS

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

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

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

Article 22: DEMOLITION OF FAULTY STRUCTURES AND UNAPPROVED MATERIALS

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

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

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

Article 23: RIGHTS AND PATENTS

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

Article 24: WORK PHASES

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

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

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

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

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

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

Article 30: SECURITY MEASURES

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

Article 31: ENVIRONMENTAL PROTECTION

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

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

Article 32: CLEANING OF THE SITE

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

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE

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

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

Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE

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

Article 37: FINAL ACCEPTANCE

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

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

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

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

Remark: *An acceptance report shall be prepared by the Project engineer on the site and signed by 2/3 the members on site as well.*

Article 38: LAWS GOVERNING LABOUR

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

CHAPTER III- FINANCIAL CONDITIONS

Article 39: AMOUNT OF THE CONTRACT

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

Article 40: PRICE CONSISTENCY

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

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

- the nature and quality of the land and soils;

- (f) The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments
- (g) Each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the Project Owner or the Project Engineer.

In respect of the above:-

* Mode of payment of works executed

In view of the application of the law on collateral prescribed in the Decree N° 2004/275 of 24 September 2004, the contractor shall be paid through accounts drawn up by applying the prices on the unit price schedule for tasks actually accomplished. In order to realize this:-

- The Project Engineer and the Contractor shall periodically draw a joint statement summarizing and setting the quantities achieved and record for each heading. Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account (bill) may give right to payment;
- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts;
- After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed. The draft final account which shall be the summary of the periodic statements of account shall be submitted by the contractor for verification and approval by the Project Engineer and once approved by the Project Engineer the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts;
- At the end of the period of guarantee, the Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. The guide on how this account shall be established shall be provided by the Contracting Authority who shall depend on how the Contractor respected his commitments during the guarantee period;
- The signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests;
- Default interests shall be paid by statement of the amounts owed;
- The currency of the tender and payment shall be the CFA Franc.
- The bill of taxes will be paid into the state coffers. Only amount without taxes will be paid to the contractor in such a way that 98.9% shall be paid in the account of the contractor and 1.1% shall be paid in the public treasury.
- Upon presentation of an account drawn up by the contractor in seven (07) copies including the stamped original copy, the Project Engineer shall after verification finalize and transmit to the Authorizing Officer (the Mayor, Furu-Awa Council) who in turn shall verify and sign as a means to order for payment and transmit to the Divisional Delegate of Public Contracts for Menchum. The Divisional Delegate after verification and concluded good for payment shall affix a VISA (FINAL PAYMENT) and transmit to the Municipal Treasurer, Furu-Awa Council who shall commit the State of Cameroon for payment to be carried out as defined in the contract in respect to the information on the credit card;

Each request for payment shall include the following documents:

- Seven copies of the final account mentioned above;
- Seven copies of signed Statements of work done;

a) Final bond

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

Remarks:

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

b) Retention Bond

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

Remarks:

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

Article 46: PRICE REVISION

contract (ATI) independently of the procedure for validation of the new personnel. The above penalties shall not apply for situations of force majeure such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.

- *Absence of Project Site Log Book:* It shall attract penalties of 1/5000th the cost of the contract (ATI) of the main Contractor and that of the Chief of Service of the Contract as the case be of complicity.

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

CHAPTER IV: FINAL PROVISIONS

Article 50: RISKS, RESERVES AND FORCE MAJEURE

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

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

- (a) He the Project Engineer shall forward to the Project Owner a succinct report bearing his appraisal and suggestion(s);
- (b) The Project Owner shall cross examine the report of the Project Engineer through discrete investigations and decide on the way forward. In case where the Contractor solicited for suspension of execution or prolongation of the execution duration and that the Project Owner validates the suggestion(s) of the Project Engineer, he shall forward his suggestion(s) in a report to the Contracting Authority.
- (c) The Contracting Authority shall equally carry out an appraisal of the report through discrete investigations and take a final decision on the final way forward.

Article 51: SETTLEMENT OF DISPUTES

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

Article 52: TERMINATION OF CONTRACT

The contract may be terminated as per article 180-183 of Decree N^o. 2018/366 of 20th June 2018 to lay down the Public Contracts Code; and the following special conditions:

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

REPUBLIC OF CAMEROON

Peace - Work - Fatherland

**FOR THE CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS
AT BAFMENG IN THE ZHOA MUNICIPALITY, FUNGOM SUB-
DIVISION IN MENCHUM DIVISION NORTH WEST REGION.
CONTRACTING AUTHORITY: THE MAYOR OF ZHOA**

PROJECT OWNER: THE MAYOR, ZHOA COUNCIL

AUTHORISING OFFICER: THE MAYOR, ZHOA COUNCIL

**CHIEF OF SERVICE OF THE CONTRACT: THE COUNCIL DEVELOPMENT
OFFICER, ZHOA COUNCIL**

**PROJECT ENGINEER: THE DIVISIONAL DELEGATE PUBLIC WORKS
MENCHUM**

CONTRACTOR:.....

FINANCING: 2026 PUBLIC INVESTMENT BUDGET (MINISTRY OF TRADE)

DURATION OF CONTRACT: THREE MONTHS (NINETY CALENDAR DAYS)

- Foundation works
- Elevation of the walls
- Concreting of pillars
- Roofing works
- Fitting of metallic works
- Plastering and Electricity works
- Painting works
- Cleaning of the site.

a-3: The Construction of the VIP Latrine

The works here include the following task

- Preliminary works which include site installation and setting out of the building
- Digging of the pit
- Foundation works
- Concreting the floor slabs
- Elevation of the walls
- Concreting of pillars
- Roofing works
- Fitting of metallic works
- Plastering and Electricity works
- Painting works
- Cleaning of the site.

a-4: The extension of water to the Market

The works here include the following task

- Trenching for the pipeline
- Trenching for the stand tap
- Laying of pipes and backfilling

b. Equipment of the site

Equipment, materials or furniture for exploitation

MARKET SHEDS CONSTRUCTION WORKS

EXCAVATION WORKS.

4.1] Description.

This item shall consist of all excavation and backfill works in accordance with these specifications and in conformity with the building drawings and as indicated by the supervisor. All

3.2. Construction method

Lean concrete 70mm thick in PC. 150kg/m³ shall be laid in the trench to receive the reinforced concrete foundation. The foundation concrete shall be 15cm thick of mix .350kg/m³ with 00 and ø12mm iron rods, consolidated. The construction of foundation substructure in cement block masonry shall be in stretcher courses of 20cm height with cement blocks of 40cm x 20cm x 20cm. The mortar mix shall be as PC.250kg/m³ specified in (he mixture table for block masonry work.

WALL RAISING WORKS

4.1. Description.

They refer to all works in raising the walls to ceiling level depicted in the building construction plans. Standard blocks of 40cm x 15cm shall be used for the wall construction and wall height is 3.15m. Reinforced concrete lintels shall be cast over doors and windows openings and a reinforced concrete beam wall plate shall be cast round the external wall on which the roof truss rafters shall be anchored.

4.2 Method of construction.

Concrete block walls shall be built in stretcher bond to course heights of 21.5cm inclusive of 15mm mortar joint thickness. Cement mortar with the specified sand grade and dosage of PC.250kg/m³ and the mixture batch in the table shall be used both for concrete block works. Door and window heights shall be 220cm above floor level and the frames shall be fixed with 6-inches nails into the walls. Reinforced concrete lintels of dosage PC.350kg/m³ and iron rods of 4ø10mm with stirrups of ø6mm spaced at 15cm shall be used. The wall plate beam shall be in reinforced concrete of dosage PC.350kg/m³ and iron rods of 4ø10mm with stirrups of ø6mm spaced at shall be used. 15cmThe wall plate beam shall reinforce concrete of dosage PC.350kg/m³ and iron rods of 4ø10mm with stirrups of ø6mm spaced at 15cm. Anchor iron rods of ø8mm shall be cast into the concrete wall plate beam to fix the timber truss rafters at intervals specified on the construction drawings.

ROOF WORKS

Description

They refer to the construction of the roof with wood, the fixing of roofing sheets to the building and ceiling works. The types of wood to be used are mahogany and iroko and the use of eucalyptus may only be recommended by the supervisor. Only mature well seasoned hardwood will be allowed for use. Corrugated Aluminum Tôles bar 5/10è roofing sheet of 6m shall be shall be a gable end rood.

Method of construction.

The type of roof will be gable end rood with a pitch angle slope > 12⁰011 both sides. The roof framework will be timber truss rafters jointed with 6-inches nails and anchored to the reinforced concrete wall-plate beam with 8mm reinforcement iron rods as specified in the construction drawings. The purlins will be fixed to roof trusses with 5-inches nails and the roofing sheet shall be fixed to the purlin with corrugated hook bolts to which has been applied tar creosote. A single coating of wood

PAINING, GLAZING AND DECORATION WORKS

9.1. Description.

They refer to construction aesthetic to give the building good visual appearance. Use will be made of washable distemper (white wash), varnish and emulsion/oil paints applied in various coatings to protect the building fabric and other components from damage as well as decorative purposes. They will be applied to internal and external walls, doors and shutters, frames, metalwork and ceiling board etc.

9.2. Method of application.

All internal and external walls will receive 2 coats of washable distemper prime and second coat and 2 coats of emulsion and oil paint-prime and finishing coats. Its application will be by brush. Door shutters will receive 2 coats of varnish, one being a prime coat and the other the finishing coat. Metal doors and window protectors shall be applied 2 coats of prime and finishing coats in emulsion paint. Only skilled painters should be employed for painting work.

DRAINAGE AND EXTERNAL WORKS

10.1 Description.

They refer to waste water evacuation and its disposal from roof and gutters constructed round the building. It shall be constructed with stones or concrete blocks of 40cm x 15cm x 20cm by choice of the contractor and the mortar dosage shall be 250kg/m³. Drainage facilities for waste disposal shall be constructed at least 3.00m from the building.

The piping material shall be in diameter 100mm UPVC.

10.2. Method of construction.

A gutter with girth of 70cm shall be constructed round the building to draft surface water-its construction shall be solid in PC 250kg/m³ mass foundation, built with stones or blocks of 40cm x 15cm x 20cm in PC 250kg/m³ mortar. The gutter shall be plastered and rendered with cement mortar mix M400 (1 .0) as specified and trowel finished.

Document N° 6

THE SCHEDULE OF UNIT PRICES

Article 01: GENERAL

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

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

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

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

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

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

Article 02: Definition and consistency of unit prices

506	Roofing sheets (Toles bac alu 5/10e)	m2		
507	Corner ridging	ml		
508	Top ridging sheets	ml		
	600: METALLIC/WOOD WORKS			
601	Iron doors of 90x210 complete with locks and inches	u		
602	Window shutters with louvers	M ²		
603	Fan light protectors 0.9x0.3 above the door	U		
	700: ELECTRICAL INSTALLATIONS			
701	Conduit pipes (flexible orange pipes)	Roll		
702	V.G.V 1.5mm ² cables	Roll		
703	T.H. 2.5mm ²	Roll		
704	Flurescent lamps (120) mark Mazda	U		
705	Sockets	U		
706	Switches	U		
707	Accessores for electricity	Is		
708	Conduit pipes (flexible orange pipes)	Roll		
	800: PAINTING			
801	White wash	m ²		
802	Painting of the ceiling	m ²		
803	External walls (pantex 1300)	m ²		
804	Internal walls (pantex 800)	m ²		
805	Metallic and works withoil paint	m ²		
	900: DRAINAGE			
901	Concreting of the veranda			
902	Gutter of 30x30 provision of drainage all round the structure with drainage outlets &waistedesposal zone	MI		
	1000: ENVIRONMENTAL MITIGATION MEASURES			
1001	Sign board and labelling	Unit		
1002	Provision of 2rakes, 2 wheelbarows, 4 industrial gloves and 2 round spades	U		
1003	Provision of metallic trash can	Unit		
LOT:1100	SITE INSTALLATION			
1101	Water catchment	ff		

504	Fascia board 3x30cm plained	ml	40		
505	Zinc cover for fascia board	ml	30		
506	Roofing sheets (Toles bac alu 5/10e)	m2	220		
507	Corner ridging	ml	12		
508	Top ridging sheets	ml	25.6		
SUBTOTAL 500					
600: METALLIC/WOOD WORKS					
601	Iron doors of 90x210 complete with locks and inches	u	13		
602	Window shutters with louvers	M ²	16.2		
603	Fan light protectors 0.9x0.3 above the door	U	13		
SUBTOTAL 600					
700: ELECTRICAL INSTALLATIONS					
701	Conduit pipes (flexible orange pipes)	Roll	5		
702	V.G.V 1.5mm2 cables	Roll	5		
703	T.H. 2.5mm2	Roll	5		
704	Flurescent lamps (120) mark Mazda	U	13		
705	Sockets	U	13		
706	Switches	U	13		
707	Accessores for electricity	Is	1		
708	Conduit pipes (flexible orange pipes)	Roll	5		
SUBTOTAL 700					
800: PAINTING					
801	White wash	m ²	1,200		
802	Painting of the ceiling	m ²	220		
803	External walls (pantex 1300)	m ²	500		
804	Internal walls (pantex 800)	m ²	500		
805	Metallic and works withoil paint	m ²	81.659		
SUBTOTAL 800					
900: DRAINAGE					
901	Concreting of the veranda		15.6		
902	Gutter of 30x30 provision of drainage all round the structure with drainage outlets &waistedesposal zone	MI	30		
SUBTOTAL 900					
1000: ENVIRONMENTAL MITIGATION MEASURES					
1001	Sign board and labelling	Unit	1		

DOCUMENT N° 08

FRAMEWORK OF SUB-DETAIL OF PRICES

Note relating to the presentation of the sub-detail of prices and taxes

1. A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder. It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements:

- a. Detail of the sales coefficient according to the model presented after this note;
 - b- Cost in dry price of the materials provided for the site;
 - c. Cost in dry price of the supplies necessary for the site;
 - d. Cost of local and expatriate labour;
 - e. For each price on the Schedule of prices, a form resulting from points a, b, c and d above indicating the outputs leading to the unit prices;
 - f. The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc;
 - g. The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Contracting Authority;
 - h. The sub-detail of dues and taxes.
- 2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

A. Overheads of the site

Studies

Total

C1

B. Overheads of the head office

- Head office overheads

- Financial overheads

- Risks and profits

Total

C2

Sales coefficient $K = 100 / (100 - C)$ with
 $C = C1 + C2$

3. The Contracting Authority may propose a framework of sub-detail of unit prices including the elements mentioned in point 1 above.

DOCUMENT N° 09

MODEL CONTRACT

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

**MINISTERE DE LA DECENTRALISATION ET
DEVELOPMENT LOCALE**

**DELEGATION REGIONALE DU NORD-
OUEST**

**DELEGATION DEPARTEMENTALE DE LA
MENCHUM
COMMUNE DE FURU-AWA
SERVICE DE PASSATION DES MARCHES**

**REPUBLIC OF CAMEROON
PEACE WORK FATHER LAND**

**MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT**

**REGIONAL DELEGATION FOR
NORTH WEST**

**DIVISIONAL DELEGATION OF
MENCHUM
FURU-AWA COUNCIL
SERVICE OF CONTRACTS AWARD**

**JOBING ORDER N° __/JO/ MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 of _____
2026. AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER
FOR THE CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS AT BAFMENG IN THE
ZHOA MUNICIPALITY, FUNGOM SUB-DIVISION IN MENCHUM DIVISION NORTH WEST
REGION.**

PROJECT OWNER: THE MAYOR-ZHOA COUNCIL

AUTHORIZING OFFICER: THE MAYOR- ZHOA COUNCIL

CONTRACTOR (HOLDER):..... P.O BOX TEL. Fax:

TRADE REGISTER N° (N° R.C.):

TAX PAYER N°:

BANK ACCOUNT N°: AT (BANK) AGENCY OF:

**PURPOSE (SUBJECT): FOR THE CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS AT
BAFMENG IN THE ZHOA MUNICIPALITY, FUNGOM SUB-DIVISION IN MENCHUM DIVISION.**

PLACE: WEH, FUNGOM SUB-DIVISION, IN MENCHUM DIVISION.

DURATION: NINETY (90) CALENDAR DAYS (THREE MONTHS)

AMOUNT OF JOBING ORDER:

TOTAL WITHOUT TAXES	F CFA
VAT = 19.25%	F CFA
TOTAL WITH TAXES (ATI)	F CFA
AIR (Income on revenue =2.2% or 5.5%)	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

NB: This Jobbing Order is signed in the amount of ...FRANCS CFA (all taxes inclusive ATI)

FINANCING: 2026 PUBLIC INVESTMENT BUDGET, COMMERCE-REPUBLIC OF CAMEROON

EXPENDITURE AUTHORIZATION N°: //////////////

VOTE OF CHARGE N°: //////////////

DATE OF ENTRY INTO THE CONTRACT:

DATE OF SIGNATURE :

DATE OF NOTIFICATION:

DATE OF REGISTRATION:

DOCUMENT N° 10

MODEL FORMS TO BE USED BY BIDDERS

**FORM N° 1:
DECLARATION OF THE INTENTION TO TENDER**

**COMPANY'S LETTER HEAD
(HERE)**

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1500

I, the undersigned Mr,

Nationality

Function

In my capacity as General Manager of P.O. BOX TEL:.....

Hereby acknowledge receipt of the file for Tender Notice
N° of

Concerning the
.....
.....

And hereby declare my intention to tender for the said contract.

Done at On the

General Manage

FORM N° 03
THE MODEL SURETY BOND

Bank

Reference of guarantee: No.

To the Mayor of Zhoa Council, Republic of Cameroon

Invitation to Tender No.

**BID BOND FOR THE CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS AT BAFMENG
IN THE ZHOA MUNICIPALITY, FUNGOM SUB-DIVISION IN MENCHUM DIVISION
NORTH WEST REGION.**

The Contractor (5) hereby submits on
to the Mayor of Zhoa Council a bid relating to the **Construction of sixteen (16) market sheds at Bafmeng in the
Zhoa Municipality, Fungom Sub Division, in Menchum Division-North West Region.** To this effect, and
in keeping with the conditions stated in the Tender file, the bidder shall present to the Mayor of Zhoa
Council acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs
..... (6).

By this guarantee, we the undersigned, (7) with our registered office in
....., are committed towards the Mayor of Zhoa Council, through the bidder for the
sum of CFA Francs (in figures)

..... (in full).

By this guarantee, we irrevocably commit ourselves, without any argument or delay, to pay into an
account indicated by the Mayor of Zhoa Council, the amount of the guarantee at the first written request,
as soon as the latter shall inform us in writing that the bidder does not keep the commitment he took in his
tender.

The request for payment of guarantee shall be countersigned by the Mayor of Zhoa Council. This
guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in
case the company shall be the successful bidder, after presentation of the performance bond which shall
be kept by the Mayor of Zhoa Council, Menchum

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of
Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps

(5) Bidder

(6) Stated in the Special regulations governing the invitation to tender

(7) Bank

FORM N° 05

THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank

Reference of guarantee: No.

To: THE MAYOR OF ZHOA COUNCIL

REPUBLIC OF CAMEROON

Invitation to Tender No.

FOR THE CONSTRUCTION OF SIXTEEN (16) MARKET SHEDS AT BAFMENG IN THE ZHOA MUNICIPALITY, FUNGOM SUB-DIVISION IN MENCHUM DIVISION NORTH WEST REGION.

We..... (Bank) have been informed that a contract has been signed between **the Mayor of Zhoa Council** acting in the capacity of Contracting Authority, and....., acting as contractor For the **Construction of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, Fungom Sub Division, in Menchum Division-North West Region.** In compliance with the provisions of Contract N°., the contractor is bound to present to **the Mayor of Zhoa Council, Contracting Authority**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs

We,(bank) do hereby commit ourselves irrevocably and without arguing to pay to **the Mayor of Zhoa Council**, at his first written request, and four (04) months the amount of this bond, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned **by the Mayor of Zhoa Council**. The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the Mayor of Zhoa Council, Zhoa.

The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.

Done at, on

Mr (Messrs).....

Signature(s) & stamps

FORM N° 07

THE MODEL UNDERTAKING BY THE BIDDER

Name of project: Invitation to tender N° :

For the **Construction** of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, Fungom Sub Division, in Menchum Division-North West Region. 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 No., after having studied all the documents of the tender file relating to the Invitation to Tender No. and after having assessed in my (our) point of view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and commit myself (ourselves) to carry out works For **Construction** of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, Fungom Sub Division, in Menchum Division-North West Region. 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 deadline for submission of bids.

Done at, on

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 the contract arising from this invitation to tender, jointly commit ourselves »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

FORM N° 09
MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I, the undersigned _____ a _____ (*specify diploma or certificate*) and holder of National Identity Card N° _____ issued on _____ at _____ Tel: _____ is committed and available for the services to be provided as _____ (*specify post to be occupied*) with _____ (*name of company*) if awarded the contract for _____ (*indicate the name of project*) in Menchum Division of the North West Region. This is in response to Tender N° _____ (*indicate the tenders file reference*)

Done in _____ the _____

Sign; _____

Certified at On the

By

REMARK: This form shall be certified by the National Security Service (i.e. Police officer or Commissioner) with complete photocopy of the National Identity Card inscribed on the verso page of this commitment form

Information such as research topics carried and seminar attended may be included if employee deems necessary to motivate his/her experiences

FORM N° 11
THE PROFESSIONAL REFERENCES OF THE COMPANY

N°	Year	Project	Contactable telephone N° of Project Owner	Provisional amount	Contract amount	Execution Period notified	Provisional Acceptance date
1							
2							
3							
4							
5							
6							
etc							

EXAMPLES OF EXECUTION PERIOD:- 9th April 2015 to 7th July 2015, 14th March 2016 to 12th June 2016, etc

NB: For each contract named in the above list, are attached the following:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional acceptance minutes and
- Photocopy of final acceptance minutes *(as the case may be)*.

Done on, at

Mr (Messrs).....

Signature(s).....

FORM N° 13
THE ATTESTATION OF SITE VISIT

LETTER HEAD AND
DATE OF COMPANY/ENTERPRISE HERE

Ref. N°

Zhoa, the (le)

THE MANAGING DIRECTOR

TO WHOM IT MAY CONCERN

Subject: An attestation of site visit

I,, the undersigned Representative of the company/enterprise by name have the honour to hereby attest having visited the site for **For the Construction of sixteen (16) market sheds at Bafmeng in the Zhoa Municipality, Fungom Sub Division, in Menchum Division-North West Region.** on this day of to have an appraisal of the strengths and weaknesses of the site.

In testimony whereof, this attestation is issued to serve the purpose wherever and whenever need arises.

TESTIFYING SIGNATURE

Signature and name of the Representative of the company
(*person who carried out the site visit*)

CONFIRMATORY SIGNATURES

Signature and name of Managing Director
of the company and stamp seal

Signature & name of the Company's
Work Supervisor and stamp seal

FORM N° 15
THE EVALUATION GRID

- **General presentation of bids**
 - Table of content present..... Yes/No
 - Document is spiral bound with transparent fly-leaf on front cover..... Yes/No
 - Presence of colour separating papers between the various documents..... Yes/No
 - Orderly presentation of the documents as in the tenders file Yes/No
 - Clarity in the presentation of the documents and pages numbered Yes/No
 - Special Technical conditions visaed and last pages signed Yes/No
- **Experiences of the Contractor (enterprise) in the past three years**
 - Prove of capacity to have executed at least two (02) works of Public Procurement present Yes/No
 - Prove of capacity to have carried works of Public Contracts with provisional cost of at least that of this present project Yes/No
 - Professional experience(s) in similar domain within the last five years present..... Yes/No
 - At least two (02) Jobbing Orders or Contracts (*first & last pages*) of similar projects executed within the past five years in an enclave area as such present..... Yes/No
 - At least two (02) provisional acceptance minutes (*first & last pages*) on similar projects executed within the past five years in an enclave area as such present Yes/No
 - Certified first & last pages of the provisional acceptance minutes of the two projects mentioned above Yes/No
 - At least one final acceptance minutes (*first & last pages*) of any of the two (02) projects mentioned above..... Yes/No
- **Quality and management of personnel of the company**
 - Information of key personnel presented in the format stipulated in the tenders file..... Yes/No
 - Supervisor with level of at least a Senior Civil Engineering/Rural Engineering Technician with at least 3 years' experience in Construction present Yes/No
 - Supervisor's signed curriculum vitae presented in the format stipulated in the tenders file Yes/No
 - Supervisor's work attestations present for at least two Public Contracts projects executed in the domain of construction present Yes/No
 - Supervisor's commitment form with complete photocopy of NIC inscribed overleaf (verso page of the commitment form) present Yes/No
 - Foreman with level of at least Civil Engineering/Rural Engineering Technician experience with at least 5 years' in construction present..... Yes/No
 - Foreman's signed curriculum vitae presented in the format stipulated in the tenders file Yes/No
 - Foreman's work attestations present for at least three Public Contracts projects executed in the domain of construction present Yes/No
 - Foreman's commitment form with complete photocopy of NIC inscribed overleaf (verso page of the commitment form) present..... Yes/No
 - Company organizational charts respecting administrative & technical hierarchy Yes/No
 - Project organizational charts respecting administrative & technical hierarchy Yes/No
- **Technical equipment of the company**
 - List of key equipment (*like vehicles, etc*) presented in the format provided in the tenders file..... Yes/No
 - List of key equipment containing least a grader, dump truck and a pickup Yes/No
 - Certified true copies of documents to prove ownership of key equipment..... Yes/No
 - Registration certificates of the vehicles certified by Competent Authority of the Ministry of Transport or the above authorize administrators in this tender file Yes/No
 - List of tools and certified documents (*like receipts etc*) to prove their ownership Yes/No
- **Methodology for the execution of works**
 - Schedule of work execution having specification of total duration to be used for execution..... Yes/No
 - Presentation of execution schedule in same chronology as spelled out in tenders file with tasks well assigned (manpower deployment) having time frames not mixed up..... Yes/No
 - Security measures to protect workers and third parties present Yes/No
 - Environmental protection and security measures on site taken into account..... Yes/No
 - Site Visit report in format prescribed in the tenders file Yes/No
 - Site Visit report signed and stamp sealed by all the Authorities prescribed in the tenders file Yes/No
 - Site Visit report having pictures of Company's Representative inscribed on the verso of the last page of the site visit report proving him/her conspicuously present on site ... Yes/No

DOCUMENT N° 12

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

- 3- Zenithe Insurance
- 4- AREA Assurances
- 5- ATLANTIQUE Assurances Cameroun IARDT
- 6- CAP S.ANSIA Assurances
- 7- PRO ASSUR.
- 8- Prudential Beneficial General Insurances
- 9- RORAL ONYX ONYX Insurance Cie
- 10-SAAR
- 11-SANLAM Assurances Cameroun
- 12-NSIA Assurances