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DAC

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° 05 /ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF 09 MARS 2026 FOR THE CREATION OF COMMUNAL GREEN SPACES IN ESU AND YEMGE MARKET, 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/ MINHDU, 2026 FINANCIAL YEAR

EXPENDITURE AUTHORIZATION N°

VOTE OF CHARGE N°

TENDER FILE



DOCUMENT N° 1

REPUBLIQUE DU CAMEROUN

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ZHOA COUNCIL
SERVICE OF CONTRACTS AWARD

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N^o 05 /ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF 09/03/ 2026 FOR THE
CREATION OF COMMUNAL GREEN SPACES IN ESU AND YEMGE MARKET,
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 **Creation of communal green spaces in Esu and Yemge market, 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 **Creation of communal green spaces in Esu and Yemge market, 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 **One hundred and twenty calendar days (four 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	Creation of communal green spaces in Esu and Yemge market, Fungom sub division in Menchum Division-North West Region.	Esu and Yemge, Fungom sub division in Menchum Division-North West Region.

5) COST ESTIMATE:

11) SUBMISSION OF BIDS (OFFERS):

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in 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 ----- **2026 at 12pm** 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 05 /ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF 09/03/ 2026 FOR THE
**CREATION OF COMMUNAL GREEN SPACES IN ESU AND YEMGE MARKET, 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 10 APR 2026 at **1pm** 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 lead to elimination;

DOSSIER N° 1

REPUBLIQUE DU CAMEROUN

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MENCHUM

ZHOA COUNCIL
SERVICE OF CONTRACTS AWARD

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 05 /ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2025 DU 09/03/----- **2025** POUR
LES TRAVAUX DE CREATIONS DES ESPACES VERT COMMUNAL DANS ESU ET DANS LE
MARCHÉ DE YEMGE, 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 Créations de espaces vert communal dans Esu et dan le marches de Yemge, 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 **Travaux de Créations de espaces vert communal dan Esu et dans le marches de Yemge, 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 cinq vingt jours (120) continus (quatre 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	Créations de espaces vert communal dan Esu et dans le marche de Yemge, Arrondissement de Fungom dans le Département de la Menchum, Région du Nord-Ouest.	A Esu et Yemge, Arrondissement de Fungom dans le Département de la Menchum, Région du Nord-Ouest.

5- Coût prévisionnel

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

11- Remise des offres :

Chaque offre rédigée en français ou en anglais sera signée par le soumissionnaire ou son Représentant dument autorisé et présentée en **sept (07)** exemplaires c.-à-d. **Un (01) original et six (06) copie marqués comme tels** de trois enveloppes marquée 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° 05/ONIT/MINDDEVEL/ZC/MAYOR/Z CITB/MCH/2026 DU 09.03.1----- 2026 POUR LES LES TRAVAUX DE CREATIONS DES ESPACES VERT COMMUNAL DANS ESU ET DANS LE MARCHE DE YEMGE, 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 fournit 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**
- Fausse déclaration ou pièce falsifiée **48 heures**

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 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
- F. Award of the contract**
 - Article 33: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure
 - Article 34: Award
 - Article 35: Publication of results of award and petition
 - Article 36: Notification of the award of the contract
 - Article 37: Signature of the contract
 - Article 38: Final bond
 - Article 39: Additional information

commercial laws and not under the direct supervisory authority of the Contracting Authority or Project Owner. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he:-

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

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

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

Article 06: QUALIFICATION OF BIDDERS

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

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

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

C-PREPARATION OF BIDS

Article 11: TENDER FEES

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

Article 12: LANGUAGE OF THE BIDS

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

Article 13: PRESENTATION AND CONTENT OF BIDS

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

ENVELOPE«..... DOCUMENTS»

OPEN NATIONAL INVITATION TO TENDER

N^o ___/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF ----- 2026 FOR THE
CREATION OF COMMUNAL GREEN SPACES IN ESU AND YEMGE MARKET, FUNGOM
SUB-DIVISION IN MENCHUM DIVISION NORTH WEST REGION.

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

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

a. Envelop A: Administrative file shall include:-

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) the bid bond established in accordance with the provisions of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of the General Regulations of invitation to tender.

b. Envelop B: Technical bid shall include:-

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

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

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

Article 15: CURRENCY OF BID AND PAYMENT

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

Article 16: VALIDITY OF BID

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

Remarks:

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

-Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

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

Article 17: BID BOND

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

- (a) Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- (b) The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.

D-SUBMISSION OF BIDS

Article 21: SEALING AND MARKING OF BIDS

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

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

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

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

Article 22: DATE AND TIME LIMIT FOR SUBMISSION OF BIDS

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

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

In English or French language,

- Using the metric system for quantities,
- Expressing all costs (prices) in francs FCFA.

Article 23: OUT OF TIME-LIMIT BIDS

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

Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

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

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

→ In case of petition as provided for by the Public Contracts Code, it should be addressed to the Public Contracts Authority with copies being sent to the body in charge of the regulation of public contracts and the Contracting Authority.

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

Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE

No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the results. Hence, any attempt by a bidder to influence the committee in charge of evaluation of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

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

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

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

Article 28: DETERMINATION OF COMPLIANCE OF BIDS

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

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

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

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

During evaluation, the committee concerned shall:-

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

Hence, the committee in charge of evaluation shall:-

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

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

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

Article 29: QUALIFICATION OF THE BIDDER

verify if these prices are compatible with the tasks stipulated and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory it may propose to the Contracting Authority to reject the offer.

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

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

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

Article 34: AWARD OF CONTRACT

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

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

NB:

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her chance which shall later on be simply annulled without further notice and the next bidder in the ranking shall be called in for replacement.

- Once the Contracting Authority has signed the contract (Jobbing Order), the contractor shall be notified. The contractor shall ensure that he contacts the Project Engineer as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree N^o: 2018/366 of 20th June 2018 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

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

THE MAYOR OF ZHOA COUNCIL
(CONTRACTING AUTHORITY)



- A1. The declaration of intention to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1000 FCFA. (*see Model Form N° 01 for the format*)
- A2. A Treasury Receipt showing the payment for the tender fee of **One hundred and thirty thousand (130,000) FCFA**.
- A3. An attestation of a bank account in the name of the company (enterprise).
- A4. The original copy of a bid security in bidder's name (Bid bond, or Certified Bank cheque, Legal mortgage or Bank Guarantee) of One million three hundred thousand (1,300,000) FCFA from a bank accredited by the Ministry of Finance and recognised by COBAC ("Commission Bancaire pour l'Afrique Central") (*see Model Form N° 04 for format*).
- A5. A certified copy of Tax payer's card (**must bear the current tax regime of the bidder**).
- A6. An Attestation of non indebtedness [*"Attestation de non Redevance"*] testifying that the bidder owes no taxes.
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (*Affidavit*).
- A8. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.
- A9. An original Certificate of non exclusion from the public contracts by the Regulatory Organ of Public Contracts (ARMP).
- A10. An original attestation of site visit signed by the Managing Director of the company/enterprise or a Representative duly mandated *see Model form N° 13 for format*
- A11. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise
- A12. The Special Tender Regulations initialled and signed on the last page.
- A13. The Special Administrative clauses initialled and signed on the last page
- A14. Power of attorney where necessary
- A15. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises
- A16. Certificate of categorization

2. ENVELOPE B-Technical Documents

Technical offer will contain:-

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

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

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

- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- In accordance with Article 13 of the General Regulations of the Invitation to Tender, a Bidder may indicate a rebate (discount) on his financial offer provided the phrasing of the rebate does not go against the stipulation of any Public Contracts Regulation.

ARTICLE 06: SUBMISSION OF BIDS (OFFERS)

Each offer written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in seven (7) copies that is **one (01) original and six (06) copies** labelled as such. These shall be submitted in one external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach the Zhoa Council, Service in charge of contracts award *in the Zhoa Council* not later than ----- 2026 at 12pm 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 ___/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 OF ----- 2026 FOR THE
CREATION OF COMMUNAL GREEN SPACES IN ESU AND YEMGE MARKET, FUNGOM
SUB-DIVISION IN MENCHUM DIVISION NORTH WEST REGION.
(To be opened only during the bids opening session of the Tenders Board)**

ARTICLE 07: ADMISSIBILITY OF BIDS:

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

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

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

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

ARTICLE 08: OPENING OF BIDS(OFFERS):

Bids shall be opened by the Zhoa council Internal Tenders Board in a single phase in that order on the ----- 2026 at 1pm 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.

ARTICLE 09: EVALUATION CRITERIA

They include:-

<p align="center">CONTRACTOR</p> <p><i>See Model form N° 11 for format</i></p>	<p><i>Orders)</i> <i>That is, Bidder's experience with similar works.</i></p>
<p align="center">QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY</p> <p>NB- All key personnel must present commitments of availability duly signed & certified by the personnel concerned <i>See Model forms N° 8 & Form N° 9 for format</i></p>	<ul style="list-style-type: none"> - List of personnel deployed to the project with works Supervisor being at least a Senior Civil/Rural Engineering Technician with at least 3 years' experience in Hydraulic construction and Foreman being at least a Civil/Rural Engineering Technician experience with at least 5 years' in Hydraulic construction. - Certified copies of certificate(s) or diplomas of at least the key personnel (Supervisor and Foreman) relevant to the works concerned - Curriculum Vitae (CV) of the above personnel signed and dated by the individuals respectively (<i>see Model form N° 10 for format</i>). - Commitment forms of Supervisor and Foreman (<i>see Model form N° 09 for format</i>).
<p align="center">TECHNICAL EQUIPMENT AND TOOLS</p> <p>NB- These equipments and tools must be present at the site before and during each phase <i>See Model form N° 12 for format</i></p>	<ul style="list-style-type: none"> - The list of equipment to be used in the execution of the project containing least a dump truck and a pickup - List of tools to be used in the execution of the project - Proof of ownership for the equipment and tools, i.e. registration certificates or performance invoices for equipment that are to be hired and purchase receipts for tools. - Description of equipment (giving mark, registration ,etc) - Evidence of normal functioning of equipment - A statement of present location of equipment <p><i>That is, Compliance with technical specifications of the tender file as well as equipments and tools vital for the execution of the works.</i></p>
<p align="center">METHODOLOGY FOR THE EXECUTION OF WORKS</p>	<ul style="list-style-type: none"> - The planning (schedule of the execution of works) - Description of the organization of worksite and methods of execution of works with technical details - The duration for the execution of the works - Security measures on site - Environmental protection - Site visit report (<i>see Model form N° 14 for format</i>). - Appropriate technical specifications <p><i>That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.</i></p>

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

ARTICLE 10: VALIDITY OF OFFERS:

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

ARTICLE 11: AWARD OF THE CONTRACT:

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

ARTICLE 12: COMPLEMENTARY INFORMATION:

Additional information may be obtained during working hours from the service for the Contracts Award at the Zhoa.

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.

DOCUMENT N° 04

THE SPECIAL ADMINISTRATIVE CONDITIONS

CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS	
CHAPTER I	GENERAL PROVISIONS
Article 1	Purpose of the Invitation to tender
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the Invitation to tender
Article 5	Funding
Article 6	Content of the Invitation to tender
Article 7	Definition and duties
Article 8	Representative of the Contractor (Entrepreneur)
Article 9	Content of tasks to be executed
Article 10	Service order/Notification and correspondences
Article 11	Knowledge of the site, general conditions of tasks and residence of the Contractor
CHAPTER II	EXECUTION OF TASKS
Article 12	Consistency of tasks, Time-limits for execution / time-limits for mobilization
Article 13	Obligation of the Contracting Authority
Article 14	Role and responsibility of the entrepreneur (Contractor)
Article 15	Insurance and protection of the site
Article 16	Planning of work and Sub-contracting
Article 17	Construction drawings and documents
Article 18	Equipment and personnel to be put in place
Article 19	Replacement of key personnel
Article 20	Modification to structures and temporal suspension of execution
Article 21	Materials
Article 22	Demolition of faulty structures and unapproved materials
Article 23	Rights and patents
Article 24	Work phases
Article 25	Access to the site
Article 26	Duties of the Project Engineer
Article 27	Project site meetings
Article 28	Project record

Document N°04

THE SPECIAL ADMINISTRATIVE CONDITIONS

CHAPTER I: GENERAL PROVISIONS

Article 1: PURPOSE OF THE INVITATION TO TENDER

The purpose of this invitation to tender is for the Creation of communal green spaces in Esu and Yemge market, Fungom sub division in Menchum Division-North West Region.

Article 2: LAWS AND RULES APPLICABLE

The laws and rules applicable are those in force in the Republic of Cameroon.

Article 3: MODE OF CONTRACT AWARD

The contract shall be awarded following Open National Invitation to Tender N° ____/ONIT/MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 of ----- 2026 in accordance with Decree N°: 2018/366 of 20th June 2018 instituting the Public Contracts Code.

Article 4: LANGUAGE(S) TO BE APPLICABLE IN THE JOBBING ORDER

English and/or French shall be the languages applicable in the Jobbing Order arising from this invitation to tender.

Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded through the 2026 Public Investment Budget under the supervision of the Ministry of housing and Urban development

Article 6: CONTENT OF THE INVITATION TO TENDER

It shall be composed of:-

- Title I: The Special Administrative Conditions,
- Title II: The Special Technical Conditions,
- Title III: The Unit Price Schedule and
- Title IV: The Detailed Cost Estimates (Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.

With general reference texts being:-

- Law N° 96/12 of 5th August 1996 relating to the framework law on environmental management;
- Decree No.2002/030 of 28th January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards; Modified by Decree N°. 2018/366 of 20th June 2018 to lay down the Public Contracts Code;
- Order N° 093/CAB/PM of 5th November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16th April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree N°. 2018/366 of 20th June 2018 to lay down the Public Contracts Code;
- Circular N° 004/CAB/PM of 30th December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13th February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31st January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;

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 sufficient authority to direct the site. Signed by the contractor, this confirmation shall be addressed by letter to the Project Engineer copying the Contracting Authority. Within 8 days, the confirmation shall be considered approved if the Contracting Authority does not give objection to it.

8.2- For the execution of the present invitation to tender, the contractor "elects Residence in the Sub Divisional Headquarters of Fungom Sub-Division". In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) the Divisional Office of Fungom Sub-Division of execution of the project.

That is, within ten (10) calendar days following notification of the service order, the contractor shall be bound to ensure the foreman who shall have sufficient powers for representation and decision to lead the works is permanent on site. Information on the presence of the foreman on site shall be addressed by letter to the Project Engineer.

Article 9: CONTENT OF TASKS TO BE EXECUTED

The tasks which form the subject of this invitation to tender are spelt out in the Special Technical Conditions.

Article 10: SERVICE ORDER/NOTIFICATION AND CORRESPONDENCES

Service Order

Exception of Service Orders patterning to warnings and remedial actions during the guarantee period, other services shall be signed by the Contracting Authority in at least five (05) copies and notified to start works by the Project Owner relating to the normal execution period of works. The Project Owner shall transmit copies of the notified Service Order to the Contractor, Contracting Authority, Project Engineer and the Public Contracts Regulatory Organ.

REMARK: The Contracting Authority shall have the right to notify service orders signed by him that are to be notified by the project owner in case this is not done within 30days.

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the Project engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the Project engineer.

Hence, Service Orders on warning notices will be signed by the Project Owner and transmitted to the contractor with copies to the Contracting Authority and the Project Engineer while those on remedial actions during the guarantee period shall be signed by the Project Engineer with copies addressed to the Contracting Authority and Project Owner. Any of such Service Order shall only take effect when the Contractor acknowledges having received.

Correspondences

All communication between the any parties (Contracting Authority, Project Owner, Contractor, Contract Engineer, Project Manager, etc) relating to the execution of the contract shall be exclusively by writing. They shall be sent by mail, telegrams, telex, fax, e-mails submitted against acknowledgement of receipt at the appropriate addresses indicated by the parties to this effect. It shall hence be prohibited any communication between the contracting authority and the contractor relating to the execution of the work which is not confirmed in writing

The contractor will address all written notifications or correspondences to the Project Engineer with copies addressed to the Contracting Authority and Project Owner/Authorizing Officer.

-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

Article 12: CONSISTENCY OF THE WORKS, TIME-LIMITS FOR EXECUTION/TIME-LIMITS FOR MOBILIZATION

The tasks that form the subject of the present invitation to tender consist of all works foreseen in the bill of quantities estimated for the **Creation of communal green spaces in Esu and Yemge market, Fungom sub division in Menchum Division-North West Region.** Time-limits for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realization of tasks;

Under no circumstances shall the duration for execution exceed one hundred and twenty (120) calendar days except in the situation of Force Majeure. Since a contract whose execution duration is maximum one (01) year can not undergo price revision, price revision shall not be tolerated during the execution of this project.

Time-limits for mobilization shall run as from the date of reception of the service order to start work. Within this time, the contractor shall not modify any of his unit prices. A copy of the service order shall be forwarded to the Contracting Authority, signatory of the contract.

Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the contractor submit two (02) original copies of the registered contract and three (03) photocopies of the registered contract within a maximum duration of thirty seven (37) days as from the date of notification of the contract otherwise he/she (the contractor) will be sanctioned. The copies will be distributed as follow:-

- One original copy to the office of the Contracting Authority
- One original copy to the office of the Regulatory Organ (*copy to be given to the CA*)
- One photocopy to the office of the Control Brigade, D.D. MINMAP Menchum (*copy to be given to the CA*)
- One photocopy to the Divisional Delegation, MINEPAT Menchum (*copy to be given to the CA*) and
- One photocopy to the office of the Chief of Contracts Award (*copy to be given to the CA*)

Article 14: ROLE AND RESPONSIBILITY OF THE CONTRACTOR(ENTREPRENEUR)

The contractor shall provide to the Contracting Authority two (02) original copies of the registered contract and three (03) photocopies of the registered contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Project Engineer and Project Owner. The contractor has as mission to assure the execution of tasks under the control of a Project Engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of tasks. Tasks will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

Within ten days from the date of notification of the service order to begin works, the contractor shall submit to the Project Engineer the program of works (planning) in five copies for approval. The contractor shall constantly update the planning of works, considering the advancement on site. Any important modifications to this program will only be applied after having received the project engineer's prior agreement. It shall be established every month end at the contractor's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies.

The contractor may assign execution of part of the contract to one or several sub-contractors provided he mentioned it clearly in his bids in terms of qualifications, references of the Sub Contractor envisaged and percentage of the initial contract amount and its additional clauses to be sub contracted. All subcontracting to a third party for the execution of a part of the works foreseen in the contract arising from this invitation to tender shall be subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the initial contract amount and its additional clauses. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor

Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the contract as per the contractual obligations.

Remark: Penalties of 1/5000th the initial contract amount shall be applied on any stakeholder who delays from seven (07) days and above the process required to validate the subcontracting.

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS

Detailed drawings and other documents necessary for the execution of works shall be down up by the contractor based on the documents of the tender file.

These drawings shall be submitted to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked and completed, if necessary, by the contractor who shall then give them to the Contracting Authority at least eight (08) days before the start of works. Within seven (07) days, the Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Contracting Authority shall be considered as having given his approval.

The approval of the Contracting Authority shall in no way reduce the responsibility of the Project Engineer for designing and executing the works.

Before the provisional acceptance, the contractor shall furnish to the Project Engineer three (03) copies of the working plans for the works actually done including a clear original copy.

That is, plans of details and other necessary documents for the execution of works will be established by the contractor on the basis of the technical file. Before the final reception, the contractor will hand to the project engineer three (03) copies of the plans of works really executed ("plan de récolement") called as-built-plan with one clear original.

Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT

The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this invitation to tender shall be subject to the prior written approval of the Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel

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

The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work plan.

Article 25: ACCESS TO THE SITE

The Project Engineer and any other person authorized by him may, at any time, have access to works, on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works come from.

Moreover, as part of the duty of checking the effectiveness of works, duly mandated representatives of bodies in charge of payment shall have access to the site and to any information necessary for the achievement of this mission.

Article 26: DUTIES OF THE PROJECT ENGINEER

The duty of the Project Engineer is to ensure that works are executed properly and in accordance with the terms and conditions of the contract. The Project Engineer shall not relieve the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Contracting Authority or order any significant modification to the structure to be constructed. The Project engineer shall have the power to prepare and sign orders for technical services.

At the request of the Contractor and Project Engineer, counter-records may be drawn up to fix quantities for some structures. Such records shall be needed in case a structure may not be measured again.

The Project Engineer shall have the following duties:

- Ensure in collaboration with the Chief of Service of the contract, the approbation of execution documents within seven (07) days otherwise Administrative Sanctions as per the regulations in force shall be applied on him;
- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

Article 27: PROJECT SITE MEETINGS

Project site meetings shall hold on regular basis at the initiative of the Project Engineer. Since it shall be a works contract, project site meeting shall take place every week during which the report of each meeting shall be signed on the site by the participants who shall each have right to a copy. A copy of the report shall be forwarded to the Project Owner for appraisal and intervention on points not resolved, susceptible to perturbate the smooth running of the operations. The contractor shall be bound to attend these meetings. Refusal to transmit the report shall attract penalties of 1/5000th per report, the cost of the contract of the Project Engineer as the case may be.

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:

- Controlling the quality and quantity of the structures constructed;
- Carrying out trials provided for by the Special technical conditions;
- Recording the possible non-execution of works provided for under the contract;
- Recording the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

During this pre-technical acceptance, the Project Engineer may identify reserves and recommend tasks to be accomplished before the date of technical acceptance. The Contractor shall request for technical acceptance by writing to the Project Engineer with copy to the Contracting Authority. The agreed date shall be communicated to the other technical committee members. The commission for technical acceptance shall be composed of:-

- A Representative of the Project Owner ----- Chairperson
- The Project Engineer Secretary
- The CDO of Zhoa Council Member
- The Contractor Member
- The Representative of MINMAP Menchum Observer

Remark: *The technical acceptance report shall be prepared by the Project Engineer on the site and signed by at least 2/3 commission members on site as well. Technical acceptance shall mark the end of execution of works. Hence, if the Contractor was already within the penalty zone, counts of calendar days overrun shall stop on the day of technical acceptance. In case of delay of technical acceptance caused by one or more members of the commission, the date that was agreed upon and communicated to all members shall mark the end of counts of calendar days overrun.*

Article 34: PROVISIONAL ACCEPTANCE

After technical acceptance, the Contractor shall request for acceptance by writing to the Project Owner with copies to Project Engineer and Contracting Authority. It shall be recommended to the Project Owner by the Project Engineer and the date for it shall be agreed upon based on confirmation from the Contractor. The Project Owner shall then invite members of acceptance committee made up of:

- The Project Owner or Representative----- Chairperson
- The Project Engineer..... Secretary
- The Contracting Authority or his Representative Member
- The Chief of Service for the Contract..... Member
- The Contract ManagerMember
- The stores accountantMember
- The Contractor..... Member
- The Representative of MINMAP MenchumObserver

- The Village Chief or RepresentativeObserver

During acceptance, the committee shall examine the reports of the pre-technical and technical acceptances and carry on the acceptance if appropriate. The Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works;
- Acceptance of works with reserve;
- Acceptance of works without reserve.

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;
- transport and access conditions to the site at any period of the year;
- constraints relating to the geographic situation of works;
- water regime and rainfall in the area and possible risk of flood ;
- presence or absence of a Development association in the village.

The amounts of the price list comprise all the expenses of the manpower participating directly or indirectly in the execution of works, including salaries and allowances, insurance charges, wage bill, travelling expenses.

They also comprise the following headings:

- Conveyance, assembling, maintenance, dismantling and folding up of all the structures including offices, laboratories, possible quarry material, workshops, accommodation etc;
- Conveyance, supply, storing and transport of all the materials, ingredient, fuel, lubricant, etc;
- Maintenance of existing structures used for the execution of the contract arising from this invitation to tender;
- Prospecting for sources of materials, extraction, storing , drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices on the price list shall include all the execution charges whether or not they are provided for in the Special administrative conditions or the Special technical conditions. A modification of quantities may be brought in the volume of works, increasing or reducing it, irrespective of the volume of the works actually executed; unit prices of the unit price list shall be applied.

Article 41: SUB -DETAILED PRICES

The contractor shall have provided in his bid, the price sub-detail schedule drawn up in accordance with the rules in force and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

Article 42: ADDITIONAL WORKS - VARIATION IN THE VOLUME AND NATURE OF WORKS

In case of increase of the volume of works or structures not provided for in the contract, no extra bill shall be accepted on additional works executed by the contractor unless a Service Order issued.

Unit prices of the Price Schedule shall be applied if the additional works are accepted. The validation of these prices shall give rise to an additional clause. Shall be considered as new, any price not provided for in the unit price schedule or the detailed estimates of the contract.

Article 43: PAYMENT

Within the meaning of the security regime laid down Decree N^o. 2018/366 of 20th June 2018 to lay down the Public Contracts Code; the following definitions of duties shall apply:

The Divisional Delegate after verification and concluded good for payment shall affix a VISA (FINAL PAYMENT) and transmit to the Municipal Treasurer, Zhoa 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;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work (“attachement”) signed by the Project Engineer and bearing the visa of the authorising officer ;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
 - > An attestation of non-indebtedness;
 - > A location plan
 - > An attestation of localisation;
 - > A Taxpayer’s card;
 - > A Business licence;
 - > A clearance attesting to the payment of taxes;
 - > An attestation of solvency (non-bankruptcy), also called certificates of incorporation;
 - > A Clearance Certificates issued by the National Social Insurance Fund (“CNPS”).
 - > An attestation of Bank account;

REMARK: Payment on account may be spread over the duration of the execution of the jobbing order according to technical execution phases as defined in the jobbing order. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5th of the every month following the works executed transmit seven (7) copies of the partial invoices to the Project Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINMAP and MINFI.

* Venue of payment of works executed

It shall be carried out by the Municipal Treasury, Zhoa Council.

Article 44: START-OFF ADVANCE

The Contractor may through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a so-called “start-off” advance or advance “for purchase of building materials”. The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial contract price (*i.e. all taxes inclusive*) but the advance must be guaranteed at 100% by a Bank recognized by Cameroon Ministry in charge of Finance or a First Rate financial institution. This advance may be released after the notification of the Service order to start the work. It’s reimbursed by deduction done at 50% on each payment on the account (“décompte”) made to the contract holder during execution as from when works must have been executed more than 40% of the contract and must be totally reimbursed not later than when the execution of the contract must have reached 80%, *i.e.* when the value of the basic price of the goods & services rendered shall have reached 80% of the contract price. Following of the rate of reimbursement of the advance, the Contracting authority shall authorize 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

In respect to the maximum works execution deadline of three months defined in the tender, the prices shall be concluded firm and so shall be final and unchangeable. As well the contract arising from this tender shall not be subject to price revision.

Note should be taken that the contract amount that shall arise from this tender shall be lump sum. Hence, possible differences noticed for each type of structure or each element of the structure between the quantities in the cost estimates and the quantities effectively executed shall not lead to the modification of the said contract amount. This applies to errors that the cost estimates may include. The contract shall be paid on the basis of approved plans by the contracting parties.

Article 47: STAMP DUTY AND REGISTRATION

Seven (7) original copies of each constituent document of the contract arising from this invitation to tender shall be stamped and registered by at the expense of the contractor, in accordance with the laws in force; within thirty (30) days as from the date of notification of the contract by the Contracting Authority.

Article 48: TAX AND CUSTOMS REGIME

In respect to Decree N° 2003/651/PM of 16 April 2003 that defined modalities for the implementation of the tax and customs systems to Public Contracts taxes that shall be concerned with the contract arising from this invitation to tender shall be subject to the laws in force in the Republic of Cameroon.

Article 49: PENALTIES

- (a) **Penalties for lateness:** In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:
- $1/2000^{\text{th}}$ of the amount of the contract per calendar day overrun, from the 1st to the 30th day;
 - $1/1000^{\text{th}}$ of the amount of the contract per calendar day, beyond the 30th day;
 - Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.
- (b) **Specific penalties:** Apart from penalties of overrun of the contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the contract notably:-
- *The late provision of the final bond:* In case where the Contractor does not provide the final bond within the twenty (20) days from date of notification of the contract, he shall pay penalties amounting up to $1/5000^{\text{th}}$ of the contract amount (ATI) for every calendar day of lateness;
 - *The late provision of the insurance policy:* If after fifteen (15) days from the notification of the contract the contractor has not provided an insurance policy covering all risk on site, all execution activities shall be suspended without suspending the execution deadline. Hence penalties arising from failure to complete the work within the contractual time-limits shall be paid. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated;
 - *The late provision of the execution program:* In case where the Contractor does not provide the execution program within the thirty(30) days from date of notification of the service order to start

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;
- replacement of more than 50% of personnel ;
- Non-payment of insurance charges.

Article 53: SPECIAL COMMERCIAL CHARGES

The contractor shall declare that the contract agreement has not given and shall not give rise to the collection of special commercial charges.

In case special commercial charges are provided for under the contract agreement, the contractor shall reserve the amount of these charges for the Project Engineer on behalf of the Contracting Authority.

Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the laws.

Article 54: INTERNATIONAL TRANSPORTS

In case where the execution of the contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

Article 55: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

The contract arising from this invitation to tender shall become valid only after it must have been read and approved by the Contractor, visaed by the Municipal Treasurer, Zhoa Council and signed by the Contracting Authority. Its execution shall enter into force upon notification of the Contractor by the Contracting Authority.

Article 56: INFORMATION TO BE POSTED

The Contractor shall put up a visible sign board (*total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete*) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

DOCUMENT N° 05

THE SPECIAL TECHNICAL CONDITIONS

TECHNICAL SPECIFICATIONS FOR EXECUTION

This technical description of estimates is intended to define the content. **The Creation of communal green spaces in Esu and Yemge market, Fungom sub division in Menchum Division-North West Region.**

It specifies the quality of equipment, tools, materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Tender file. Hence, this descriptive has as objective the definition of the consistence of works to be executed in accordance with the specifications and technical norms for the construction of structures.

It specifies the quality of equipment, tools, materials, and the mode of execution that will enable compliance with the rules and regulations governing the execution of civil engineering public works. Hence, this description has as objective to define the consistence of works to be executed in accordance with the technical norms for road maintenance.

I VIII-TECHNICAL SPECIFICATIONS FOR EXECUTION

Article B201 - Aggregates for Mortars and Concrete

The aggregates for mortars and concretes must meet the requirements of the French standards cited in the CCTG fascicles 65. The aggregates will be of uniform quality and without excess of flat or elongated pieces, dust or impurities.

In addition, it is specified that the size of the gravels for concrete will be at most equal to 25 mm.

This maximum size will be reduced to 15 mm in the rubbed areas.

However, in massive structures and with the express agreement of the Project Manager, the maximum size may be increased to 40 mm.

Concrete 0/25 will consist of at least three classes of aggregates, the particle size curves being taken from the following series of strainer dimensions, expressed in millimetres: 2 - 4 - 6.3 - 10 - 20 or 3 - 5 - 8 - 12.5 - 15 - 25.

The sands will be of good quality, stable, clean and free of dust, shale, clay or organic debris. They should not contain more than 5% of fine elements passing through the 80 micron sieve.

No grain should be larger than 6.3 mm. The equivalent of sand must be greater than 70.

The aggregates are stored in such a way that the different classes cannot mix. Mud and dust contamination should be avoided. Good drainage of stocks should be ensured.

The quality and granulometry of the aggregates must be subject to the approval of the Project Manager. This approval will only be acquired after the resistance tests on concrete test pieces carried out with the proposed aggregates have proved satisfactory.

Article B202- Hydraulic Binders

The cement used in the composition of ordinary or reinforced concrete and mortars will be of the class

Quality concrete 1 (BQ1)	250kg	Concrete form	18 Pa 1.8 MPa	
Quality concrete 2 (BQ2)	300kg	For the parts of works not armed or lightly armed	23 MPa 2.05 MPa	
Quality concrete 3 (BQ3)	350kg	For works or parts of reinforced concrete structures	27 MPa 2.32	

The cement dose indicated in the table cannot be reduced even if the resistance of the tests exceeds the prescribed values.

a) Consistency

The consistency of BQ2 and BQ3 quality concretes will be measured with the AGTM cone, the subsidence will be less than 5cm. The other party must in all cases have the necessary equipment to ensure satisfactory vibration of the concrete. **b) Composition**

The study of the composition of concrete is the responsibility of the other party.

The Co-contracting party must present its proposals to the Project Manager and submit the particle size composition and the volumes of water to be incorporated per cubic meter for its approval, in good time to comply with the contractual execution deadline.

The other party has a period of fifteen (15) working days from the notification of the market to present the composition of the concrete.

The Project Manager will formulate his observations or give his approval within a period of seven (07) working days from the date of receipt of the Co-contractor's proposals.

Following approval by the Project Manager of the proposed concrete compositions, the Co-contractor will carry out mixing tests for each quality of concrete indicated. The tests must correspond to the manufacturing conditions on site.

The other party will only apply mixtures approved by the prime contractor.

B205.2. mortars

Depending on their destination, the mortars will have the following compositions:

M400: Mortar with 400 kg of cement per cubic meter of sand. It will be used to produce coatings for facings seen from structures (manhole cover slabs, superstructure structure).

M500: Mortar with 500 kg of cement per cubic meter of sand supplemented with Sika N1 product according to dosage prescribed by the manufacturer and subject to the approval of the Project Manager. This mortar will be used for interior plastering waterproofed works.

Article B207 - Compaction and Mixing Water

The supply of water is the responsibility of the other party. The proportion of materials in solution or in suspension in the compaction water must be low enough so that it does not cause a reduction in the qualities of the earthworks on the road.

The water used for both mixing and compaction must have the physical and chemical properties fixed by the standard defined in the specifications of Fascicle 65 of the CCTG. It must not exceed a temperature of 30 ° C and must not contain more than 2 g of dissolved salt per liter.

Doubtful waters will be subjected to chemical analysis by the care and expense of the other party.

Article B207 - Steels for Reinforced Concrete

The steels used for reinforced concrete will be the following:

Steels with high adhesion Fe400 conforming to the standards mentioned in the booklet 4 under title 1 of the CCTG. Minimum elastic limit: 400 MPa

For each supply of steels intended for works, the Co-contracting party will provide certificates indicating the results of tests undergone by the materials. If test results are not available, the Project Manager may refuse its use. The steels will be securely attached in bundles. The bundles must be clearly marked with the supplier, quality, delivery date and length, diameter and number of bars.

Reinforced concrete steels will be stored on supports above the ground and will be protected against rust, oil and other harmful influences.

Article B208 - Formwork

The formwork will consist of metallic elements, wood or any other equivalent material.

They will be subject to the approval of the Project Manager.

The formwork for slabs, rafts and walls that remain in view will be smooth, ensuring smooth and regular surfaces. They will comply with the prescriptions of Fascicle 65 of the CCTG.

ARTICLE B209 - SHAPING OF REINFORCED CONCRETE REINFORCEMENTS

The conditions of use of the reinforcements must comply with the prescriptions of booklet 4, title 1 of the CCTG. Article 21 of Fascicle 65 of the CLC is supplemented as follows:

When it is necessary to constitute reinforcement with several bars, the joints are distributed over a certain length so that, in a section, there are at least 2/3 of the continuous bars being admitted that the overlap of the reinforcements to improved adhesion will comply with the requirements of the reinforced concrete rules in force.

Immediately before installation, the steels will be clean and rust free. The reinforcements will be well fixed so that there is no risk of displacement during the pouring of the concrete. Are forbidden: deliberate folding and unfolding of reinforcements, assembly of reinforcements by welding.

IX- SUSTAINABILITY PLAN

- Community green space management committee

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

SUB TOTAL 300				
400				
401	Construction of four circular Gazebos (park shelters) of 2.5m in Diameter	m2		
402	Outdoor benches (concrete)	Unit		
403	Children's swings	Unit		
404	Merry-go-round	Unit		
405	Slide	Unit		
SUB TOTAL 400				
500				
501	Solar street lights	Unit		
502	Waste bins	Unit		
503	Sinage boards	Unit		
SUB TOTAL 500				
TOTAL WITHOUT TAXES				
VAT: (19.25%)				
AIR: (2.2%)				
TOTAL TAXES				
TOTAL WITH TAXES INCLUSIVE (ATI)				
NET PAYABLE				

This estimate is closed at the sum of:

Director

SUB TOTAL 300					
400	FURNITURE AND PLAYGROUND EQUIPMENT				
401	Construction of four circular Gazebos (park shelters) of 2.5m in Diameter	m2	19.65		
402	Outdoor benches (concrete)	Unit	24		
403	Children's swings	Unit	4		
404	Merry-go-round	Unit	2		
405	Slide	Unit	2		
SUB TOTAL 400					
500	LIGHTING AND PUBLIC UTILITIES				
501	Solar street lights	Unit	15		
502	Waste bins	Unit	10		
503	Sinage boards	Unit	8		
SUB TOTAL 500					
TOTAL WITHOUT TAXES					
VAT: (19.25%)					
AIR: (2.2%)					
TOTAL TAXES					
TOTAL WITH TAXES INCLUSIVE (ATI)					

This estimate is closed at the sum of:

Director

DETAIL PRICE BREAKDOWN

Description:

Price N ^o	Daily output	Unit	Total quantity		Unit	Activities' Duration

Personnel (Labour)	CATEGORY	N ^o	Daily Salary	Number	Paid man-days	AMOUNT	
	Works Supervisor	man-day					
	Foreman	man-day					
	Skilled labour	man-day					
	General labour	man-day					

Equipments	Type	Unit	Daily rate		Total (A)	
					Days Billed	AMOUNT

Materials	TYPE	Unit	Unit Price		Total (B)	
					Consumption	AMOUNT

Total (C)

D	Total Direct Cost				A+B+C	
E	General site Expenses	10%			Dx10%	
F	General Head Office expenses	5%			Dx5%	
G	Cost price				D+E+F	
H	Risk + Profit	10%			Gx10%	
P	Bid price Excluding Taxes				G+H	
V	Unit Bid price Excluding Taxes				P/Qty	

BETWEEN:

THE **REPUBLIC OF CAMEROON**, REPRESENTED BY THE **MAYOR OF ZHOA COUNCIL** (Contracting Authority), HEREINAFTER REFERRED TO AS **"THE ADMINISTRATION"**

ON THE ONE HAND,

AND:

THE ENTERPRISE (Company):P.O BOXTEL.

TRADE REGISTER NO (N° RC):TAXPAYER N°:

BANK ACCOUNT N°:AT (BANK)

AGENCY OF :

REPRESENTED BY MISTER (Mr.)HEREINAFTER REFERRED TO AS **"THE CONTRACTOR"**

ON THE OTHER HAND,

IT HAS BEEN ACCEPTED AND AGREED AS FOLLOWS:

CONTENTS

Title I : **THE SPECIAL ADMINISTRATIVE CONDITIONS**

Title II : **THE SPECIAL TECHNICAL CONDITIONS**

Title III : **THE DETAILED COST ESTIMATES**

Page N° ___ and last page of Jobbing Order N° ___ / JO/ MINDDEVEL/ZC/MAYOR /FACITB/MCH/2026 of ___ / ___ /2026 signed following an Open National Invitation to Tender N° ___ /ONIT/ MINDDEVEL/ZC/MAYOR/ZCITB/MCH/2026 of ----- **2026**

WITH:


for the Creation of communal green spaces in Esu and Yemge market, Fungom sub division in Menchum Division-North West Region.

EXECUTION DURATION: **One hundred and twenty (120) calendar days**

AMOUNT OF THE CONTRACT IN FCFA:

TOTAL WITHOUT TAXES		F CFA
VAT = 19.25%		F CFA
TOTAL WITH TAXES(ATI)		F CFA
AIR (Income on revenue =(2.2%)		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)

<p>READ AND APPROVED BY THE CONTRACTOR</p> <p>Zhoa, the _____</p>	<p>SIGNED BY THE MAYOR OF ZHOA CONTRACTING AUTHORITY, MENCHUM</p> <p>Zhoa, the </p>
<p><u>REGISTRATION</u></p>	

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 Manager

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 CREATION OF COMMUNAL GREEN SPACES IN ESU AND YEMGE MARKET, 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 **Creation of communal green spaces in Esu and Yemge market, 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 CREATION OF COMMUNAL GREEN SPACES IN ESU AND YEMGE MARKET, 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 Creation of communal green spaces in Esu and Yemge market, 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 **Creation of communal green spaces in Esu and Yemge market, 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 the **Creation of communal green spaces in Esu and Yemge market, 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

*** Other information**

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 the **Creation of communal green spaces in Esu and Yemge market, 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° 14
THE SITE VISIT REPORT

[not more than five (05) pages]

LETTER HEAD OF THE COMPANY
(here)

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 Hydraulic 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 Hydraulic 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 at least a dump truck, Grader 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 authorise 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

