

Re: 18302 2026 / SARAI SDO Mezam / CERAGEL / DA

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REGION DU NORD -OUEST

DEPARTEMENT DE LA MEZAM

PREFECTURE DE BAMENDA



REPUBLIC OF CAMEROON
Peace -Work-Fatherland

NORTH WEST REGION

MEZAM DIVISION

DIVISIONAL OFFICER BAMENDA

MEZAM DIVISIONAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER
N° ...003./ONITE/E.29/E.F.A.S./MDTB/PIB/2026 OF 27/03/2026

THE CONSTRUCTION OF A RETAINING WALL AND PAVEMENT AT CIOP(CENTRE INFORMATION ET D'ORIENTATION PROFESSIONEL) BAMENDA IN MEZAM DIVISION OF THE NORTH WEST REGION.

CONTRACTING AUTHORITY: The Senior Divisional Officer Mezam

PROJECT OWNER: CIOP BAMENDA

FINANCING: PUBLIC INVESTMENT BUDGET (PIB) - 2026

PROJECT	BUDGET HEAD
THE CONSTRUCTION OF A RETAINING WALL AND PAVEMENT AT CIOP (CENTRE INFORMATION ET D'ORIENTATION PROFESSIONEL) BAMENDA OF THE NORTH WEST REGION	JB05413

AUTHORIZATION NUMBER : JB05413

IMPUTATION : 60 35 361 3 52165401 0980 523519

FINANCIAL YEAR 2026

Document No. 1

Tender Notice

10. Acquisition of tender file:

The file will be obtained online in the MINMAP/COLEPS platform www.publiccontracts.com as soon as this tender notice is published against payment of a non-refundable sum of 26,000 CFA francs (twenty-Six Thousand francs CFA), payable at the Public Treasury, representing the cost of purchasing the tender file.

11. Submission of bids:

Each offer drafted in English or French with a backup copy in a USB key will be submitted online in the MINMAP/COLEPS platform www.publiccontracts.com not later than **30/04/2026** at **10 AM** local time and should carry the inscription:

TO THE DELEGATED PROJECT OWNER (CONTRACTING AUTHORITY)
<<OPEN NATIONAL INVITATION TO TENDER N° **_003/ONIT/E.29/E.F.A.S./MDTB/PIB/2026 OF
27/03/2026** FOR THE CONSTRUCTION OF A RETAINING WALL AND PAVEMENT AT CIOP (CENTRE
INFORMATION ET D'ORIENTATION PROFESSIONEL) BAMENDA IN MEZAM OF THE NORTH WEST REGION
"To be opened only during the bid-opening session"

File Size and Format:

The maximum size of the documents that will be uploaded on the platform and constituting the bidder's offer shall be;

- 5Mb for Administrative offers;
- 15Mb for the Technical offers;
- 5Mb for the financial offers.

Supported formats shall include:

- PDF formats for texts documents;
- JPEG formats for images.

The Tenderer shall use compression software to reduce the size of the file to be submitted.

12. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily be not older than three (3) months preceding the date of launching of the tenders or may be established after the signature of the tender notice

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by CDEC

13. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place online in the MINMAP/COLEPS platform www.publiccontracts.com on the **30./04/2026** at 11 AM local time, at the Conference Hall of office designated by the Contracting Authority (SDO's Office, by the Mezam Divisional Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice.

14. Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

A. Eliminatory criteria

• **Outright elimination during the opening session of the bids**

1. **Absence of the bid bond**

• **Elimination during the evaluation of bids by the adhoccommittee**

- -Absence or non-conformity of an element in the administrative file; not regularised after 48hrs from opening time.
- -Deadline for delivery higher than prescribed;
- -False declaration or falsified documents;
- -Absence or insufficient bid bond
- -Incomplete financial file;
- Omission of a unit price in the financial bid;
- -Change of quantity or unit;

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DIVISIONAL OFFICER BAMENDA

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 003./AO/ONIT/E.29/E.F.A.S./MDTB/PIB/2026 DU 27/03/2026

POUR LES TRAVAUX DE CONSTRUCTION ET PAVEMENT DES CENTRE INFORMATION ET D'ORIENTATION PROFESSIONNEL (CIOP) BAMENDA, DEPARTEMENT DE LA MEZAM, REGION DU NORD-OUEST.

Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP) - EXERCICE 2026

1. Objet de l'Appel d'Offres

Dans le cadre de l'exercice budgétaire 2026, Monsieur le Préfet de la Mezam ; Maître d'Ouvrage Délégué et Autorité Contractante lance un Appel d'Offres National Ouvert POUR LES TRAVAUX DE CONSTRUCTION ET PAVEMENT DES CIOP BAMENDA, REGION DU NORD-

2. Consistance des travaux

Les travaux comprennent notamment :

- Travaux préparatoires
- Terrassement
- Fondations
- Maçonneries en élévations
- Revêtement,
- VRD

3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **quatre (04) mois calendaires et court à compter de la date de notification de l'ordre de service de démarrage des travaux.**

4. Lotissement:

Les travaux objet de cet appel d'offres sont en un lot unique et concernent la CONSTRUCTION ET PAVEMENT DES CIOP BAMENDA, REGION DU NORD-

Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de (15,000,000) de Francs CFA

5. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires et qui sont en règle sur le plan fiscal.

6. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du PIB de l'exercice 2026 sur la ligne d'imputation budgétaire N°_: 60 35 361 3 52165401 0980 523519

7. Cautionnement de soumission

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission suivant la prescription de la CAISSE DES DEPOTS ET CONSIGNATIONS (CDEC) par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, d'un montant de **(300 000) FCFA** et valable pendant trente (30) jours au-delà de la date de validité des offres. Conformément à l'article 90 (9) du code des Marchés Publics (Décret No. 2018/366 du 20 June 2018)

8. Consultation du Dossier d'Appel d'Offres

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables au secrétariat Particulier du Préfet de la Mezam Telephone N° (237) 233 36 41 46, dès publication du présent avis.

6. Le non-respect de **75%** des critères essentiels
7. Situation financier moins au 2/3 du cout provisionnel
8. Défaut de fournir une copie de sauvegarde de l'offre sauvegardée sur une clé USB ou un CD/DVD à temps ;
9. Défaut de se conformer au formât du type de fichier et de la taille pour la soumission en ligne;
10. Défaut de présenter un reçu du CDEC ou une preuve de dépôt du montant de la caution de soumission exigée auprès du Fonds de dépôt et de garantie;
11. Défaut de présenter un certificat de catégorisation ou un reçu de dépôt du dossier de catégorisation de l'entreprise dans le sous-secteur d'activité « Bâtiment et équipement général

N.B. En cas d'absence ou de non conformité d'une pièce du dossier administratif lors de l'ouverture des plis, un délai de quarante huit (48) heures est accordé aux soumissionnaires concernés pour remplacer la pièce en question. Passé ce délai, la pièce ne sera plus acceptée et l'offre ne sera éliminée que lors de l'évaluation des of en sous-commission d'analyse.

B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur:

1. Présentation générale de l'offre ;
2. Capacité financière;
3. Références de l'entreprise dans les travaux similaires;
4. Qualité des ressources humaines;
5. Méthodologie d'exécution des travaux;
6. Mesures de sécurité envisagées pour l'exécution des travaux;
7. Moyens matériels de l'entreprise;
8. Attestation et rapport de visite du site;
9. Cahier des Clauses Techniques Particulières paraphé à chaque page et signé à la dernière page;
10. Cahier des Clauses Administratives Particulières paraphé à chaque page signé à la dernière page;

Les critères essentiels sont soumis à des minima dont le détail est donné dans le Règlement Particulier de l'Appel d'Offres (RPAO).

14. Attribution

Cette évaluation se fera de manière purement binaire dont des positifs (oui) ou négatifs (non) et dont le minimum des « oui » acceptable est d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **75%** des critères essentiels.

15. Durée de validité des offres

Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

16. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Préfecture de la Mezam Secrétariat Particulier du Préfet de la Mezam Tél.:N° (237) 233 36 41 46

Fait à Bamenda, le

27 MARS 2026

**LE MAITRE D'OUVRAGE DELEGUE
(AUTORITE CONTRACTANTE)
Le Préfet de la Mezam -**

Copies

- MINMAP
- ARMP
- Maître d'Ouvrage
- Président MDTB
- Affichage.
- Chrono



Simon Emile MOOH
Administrateur Civil Principal
Hors Echelle

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- (a) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder), in accordance with the funding agreement.
- (b) a bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
 - i) is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
 - ii) presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
 - iii) The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- (c) The bidder must not have been excluded from bidding for public contracts.
- (d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

- 5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

Article 6: Qualification of bidder

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

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

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

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

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

- (a) The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;

- Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
- Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids.

A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

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

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

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

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

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

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

15.2 Option A: The amount of the bid shall be entirely made in the national currency. The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

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

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

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

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

- iii) refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

- 19.1 Except otherwise stipulated in the Special Regulations, a bidder may be invited to take part in a preparatory meeting which will hold at the date and place indicated in the Special Regulations.
- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.
- 19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

Article 20: Form and signature of bid

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

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

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

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

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

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

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

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

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned. It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.

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

Article 26: Confidential nature of the procedure

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder

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

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

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

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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

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

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board

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

Article 39: Final Bond

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Special regulations of the invitation to tender

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.References of the General regulations	General
1.1	Definition of works: FOR THE CONSTRUCTION OF A RETAINING WALL AND PAVEMENT AT CIOP BAMENDA OF THE NORTH WEST REGION. Name and address of the Contracting Authority: The Senior Divisional Officer for Mezam Reference of Invitation to tender: N° 03/ONIT/E.29/E.F.A.S./MDTB/PIB/2026 OF 27/03/2026
1.2	Execution deadline: Four (04) calendar months
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by the 2026 Public Investment Budget of the Ministry of Basic Education.
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

C. Eliminatory criteria

- **Outright elimination during the opening session of the bids**
 1. Absence of the bid bond
- **Elimination during the evaluation of bids by the Adhoccommittee**
 2. after 48hrs from opening time.
 3. -Deadline for delivery higher than prescribed;
 4. -False declaration or falsified documents;
 5. -Absence or insufficient bid bond
 6. -Incomplete financial file;
 7. Omission of a unit price in the financial bid;
 8. -Change of quantity or unit;
 9. -Non respect of (75%) of essential criteria;
 10. Companies under suspension in 2025
 11. Financial capacity less than 2/3 of project cost.
 12. Failure to provide a backup copy of offers saved in a USB key or a CD/DVD on time;
 13. Failure to comply with the format of file type and size for online submission;
 14. Failure to present a CDEC receipt or proof of deposit of the amount of the bid bond requested into the Deposit and Guarantee Fund.
 15. Failure to present a certificate of categorization or receipt of deposit of file for categorisation of the enterprise in the "Building Construction and General Equipment" sub-sector of activities;

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty eight (48) hours to produce or replace said document else will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

D. Essential criteria

1. General presentation of the tender files;
2. References of the company in similar achievements;
3. Quality of the personnel;
4. Technical organization of the works;

A.15	A certified copy by MINMAP of the Certificate of categorization or receipt of deposit of file for categorization of the enterprise in the " Building and General Equipment " subSector of activities
A.16	An original of CDEC Receipt of payment

The absence or the non-conformity of the one of these documents will result to the elimination of the offer either during the opening session of the bids (absence of bid bond) or during the evaluation

<<FOLDER B: TECHNICAL DOCUMENT>> and shall contain the following:

B.1	General presentation of the tender files		
-	Document spirally bound		
-	Neatness and clarity of documents		
-	Page numbering		
-	Table of content page		
-	Colour sheets separation		
-	Presentation of documents in the order given in this tender		
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by certified true copies of contracts (first and last pages) and minutes of acceptance of works or attestation of clearances of works executed. Minimum of two contracts realized in the domain of building construction over the past five years		
	1 st Reference		
	2 nd Reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	01 works supervisor (at least HND or equivalent certificate)		
	Qualification of the works supervisor: (Senior Technician certificate in Civil or Rural Engineering (BAC +2)		
	Professional experience of the project engineer \geq 03 years (signed CV)		
	➤ CV signed by the candidate,		
	➤ A certified copy of the technical diploma		
	➤ An attestation of availability signed by the candidate		
	➤ A certified copy of National Identity Card		
B.3.2	01 Site foreman (Civil Engineering BAC)		
	Qualification of the Site foreman: (Technical certificate in Building (BAC F4 or equivalent certificate)		
	Professional experience of the Site foreman \geq 03 years (signed CV)		
	A certified copy of		
	➤ CV signed by the candidate,		
	➤ A certified copy of the technical diploma		
	➤ An attestation of availability signed by the candidate		
	➤ A certified copy of National Identity Card		
B.3.3	Other personnel		
	➤ 02 two bricklayers with 3 years professional experience in building construction or similar works. Only (CVs signed by the candidate)		
	➤ 01 one Carpenters with 3 years professional experience on carpentry or similar works. Only CVs signed by the candidate		
	➤ 01 One Electrician with 3 years professional experience on Electricity or similar works. (Only CVs signed by the candidate)		

Supply price

ARTICLE 8: Currency of payment

This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit Schedule price expressed out in figures and letters will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers.

ARTICLE 9: Transport and delivery

The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **300 000 FCFA** (three hundred thousand FCFA). As per the CDEC prescription.

The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at Two percent (2%) of the initial amount of the services envisaged in the country.

It could be replaced by a guarantee personal and interdependent of a banking house approved by the Ministry of Finances following COBAC conditions.

It will have to be made up in the twenty (20) days following the notification of the signature of the contract in a bank approved by the Minister in charge of Finances.

10.3 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, one year after provisional reception of works.

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers.

If at the end of this period, the contract was not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices

ARTICLE 12: A copy of the offer which must be filled and submitted as a backup copy

inside a sealed outer jacket being marked:

TO THE DELEGATED PROJECT OWNER (CONTRACTING AUTHORITY)
<<OPEN NATIONAL INVITATION TO TENDER N° 003/ONIT/E.29/E.F.A.S./MDTB/PIB/2026
OF 27/03/ 2026 FOR THE CONSTRUCTION OF A RETAINING WALL AND PAVEMENT
AT CIOP BAMENDA OF THE NORTH WEST REGION.>>

<<TO BE OPENED ONLY DURING THE OPENING SESSION>>

ARTICLE 13: Submission

The Tender must be submitted by the Tenderer on the COLEPS Platform not later than **30/04/2026 at 10:00am**. A backup copy of the Tenders saved in a USB key or a CD/DVD must be sent in a sealed envelope with a clear and legible indication "backup copy" within the time limit bearing the label:

- measures relative to the condition of works

In the case where these justification(s) is or are not convincing, the Delegated Project Owner decides but before the reject, he can only decide when the Public Contracts Regulatory Agency (ARMP) must have examined the unconvincing justification(s) and given his opinion in seven (07) working days from the date of receipt of these justifications from the Delegated project. ***(The Tenders Board requests for justifications, bidder replies by writing, board examines and if not convincing, proposes reject to contracting Authority who decides after consulting ARMP)***

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of works, the contractor must be installed on site by the following commission;

- ❖ The Contracting Authority (SDO) or His Representative (Chairperson)
- ❖ The Contract Manager (director of CIOP) or His Representative.....(Member)
- ❖ The Divisional Delegate of MINMAP or his representative;.....(Observer)
- ❖ The Divisional Delegate of MINTP or his representative(secretary)
- ❖ The Divisional Delegate of MINEPAT or his representative(Member)
- ❖ The Stores Accountant at CIOP , Bamenda(Member)
- ❖ The contractor.....(member)

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In accordance with the provisions of article 153 paragraphs 1 and 2 of the Public contract Code(Decree No. 2018/366 OF 20 June 2018),the Contract Manager, the Contract Engineer as well as the other persons in charge of the control and follow up of the project shall perceive indemnities as well as logistics support for the realisation of the project from that shall be fixed by a decision of the Project Owner or delegated Project Owner.

Article 4: Language, applicable law and regulation

1.2 The language to be used shall be *[English and/or French]*.

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

If the laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the contract (Article 4 of GAC)

The constituent contractual documents of this contract are in order of priority: *(to be adapted to the nature of the works)*.

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents *[insert and indicate, where need be, names and references]*.
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the contract *[insert and indicate, where need be, names and references]*.

Article 6: General instruments in force

This contract shall be governed by the following general instruments *[to be adapted according to the case]*:

1. Law No. 2018/011 of 11 July, 2018 on the Code of Transparency and Good Governance in the management of Public Finances in Cameroon;
2. Law No. 2018/012 of July 11, 2018 on the financial regime of the state and other public entities;
3. Law No. 96/12 of 5th August 1996 on the management of the environment;
4. Law No. 2025/012 of 17 December, 2025 bearing on the Finance Law of the Republic of Cameroon for the 2026 Financial Year
5. Decree No. 2013/159 of 15th May, 2013 putting in place a special regime on Administrative Control of Public Finances
6. Law No. 2016/017 of 14th December 2016 instituting the Mining Code;
7. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code and its texts of application;
8. Decree No. 2018/4992/PM of 21st June, 2018 putting in place the General Rules regulating the maturation of Public Investment projects;

region in which the work was done;

- b) In the case where the Project Owner is the addressee:
Sir/Madam _____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable

1.2 The contractor shall address all written notifications or correspondences to the Project Manger with a copy to the Contract Manager.

Article 8:Administrative Orders (Article 8 of GAC)

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by Contract Manager and notified to the contractor by the Contract Engineer or Project Manager (where applicable) with a copy to the Contracting Authority and Contract Manager.
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the contractor by the Contract Manager with a copy to the Contracting Authority, the Contract Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the Contracting Authority and notified by his services to the contractor with a copy to the Project Owner, Contract Manager, Contract Engineer and Project Manager.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the Contract Manager upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a **maximum of 30 days** from the date of transmission by the Contracting Authority to the Project Manager. **Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner, take over from him and carry out the said notification.**

Article 13: Place and method of payment

The Project Owner shall release the sums due in the following manner:

- a. For payments in CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in the _____ bank.
- b. For payments in foreign currencies (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in _____ bank.

Article 14: Price variation (Article 20 of GAC)

30.1 Prices shall be firm.

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

30.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC)

(not applicable)

Article 16: Price updating formulae (article 21 of the GAC)

(not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

17.1 The percentage of works under State supervision shall be [*must not exceed 2 %*] of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor were invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseens.

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

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

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

19.1 [*indicate, where applicable, the modalities for payment of supplies*].

21.3 Detailed account of start-off account (if applicable).

Article 22: Interest on overdue payments (Article 31 of the GAC)

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

Article 23: Penalties (Article 32 of the GAC supplemented)

A. Penalties for delay

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

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

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

B. Specific penalties [amount to be indicated]

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

- Late submission of final bond;
- Late submission of insurances;
- Late submission of the draft execution schedule if the lateness is caused by the contractor.

Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

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

Article 25: Final detailed account (article 34 of the GAC)

25.1 [Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.

25.3 The contractor has up to thirty (30) days to return the signed final detailed account.

Article 26: General and final detailed account (article 35 of the GAC)

26.1 The Contract Manager or the Project Manager has up to thirty (30) days to establish the general detailed account and forward to the contractor after final acceptance.

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **four (04) calendar months**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [or that fixed in this Administrative Order- to be specified].

Article 32: Role and responsibilities of the contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Project Manager in five (05) copies at the beginning of each.

Article 33: Provision of documents and site (article 42 of the GAC)

A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Manager .

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

Article 34: Insurance of structures and civil liabilities (article 45 of GAC)

The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):

- Liability insurance, business manager;
- Comprehensive insurance of the site;
- Insurance covering its ten-year obligation, where applicable.

Article 35: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

35.1 Programme of works, Quality Assurance Plan and others (to be specified).

a) Within a minimum deadline of [fifteen (15) days] from the date of notification of the Administrative Order to commence execution, the contractor shall submit in [six (6)] copies for the approval of [Contract Manager after the endorsement of the Project Engineer] the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

The contractor has eight (8) days to present a new draft. The Contract Manager or the Project Manager then has a deadline of five (5) days to give his approval or possibly make comments. Delay in approving the draft execution schedule shall stay the execution deadline.

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

The contractor shall constantly update on site, a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Project Manager. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the

Chapter IV: Acceptance

Article 42: PROVISIONAL ACCEPTANCE

42.1 PRE- ACCEPTANCE OPERATIONS

Before the acceptance of the works the contractor shall ask in writing to the control Engineer, to organize a technical visit for pre-acceptance. This visit shall include the following operations.

- Qualitative and quantitative evaluations of the different works that have been executed.
- Findings and statement of the unexecuted task envisaged in the present jobbing order.
- Findings relative to the completion of the work
- Findings on the quantity of works that have been effectively realized

These operations shall be subject to a site report drawn up on the field, signed by the following.

- Control Engineer,
- Contractor.

During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the contract.

42.2 Acceptance

The acceptance commission shall comprise:

- ❖ The Delegated Project Owner (C.A) or his representative (chairperson);
- ❖ The Contract Manager or his representative(member);
- ❖ The Divisional Delegate of MINMAP or his representative.....(Observer) ;
- ❖ The Divisional Delegate of MINTP.....(secretary)
- ❖ The Stores Accountant at CIOP, Bamemda(Member)
- ❖ The contractor.....(member).

The commission shall examine the report of the pre-acceptance and shall proceed to the acceptance. An acceptance report (process - verbal) of the works shall be prepared by the Engineer and signed by all the commission members.

However, the report (process - verbal) shall be valid if two third (2/3) of the members including the chairperson append their signatures.

The chairperson can only convene the acceptance of works when he must have received from the Contract Engineer the report (process - verbal) of the technical acceptance of works with no reserves pending clearance.

This report (process - verbal) of the technical acceptance of works shall be an integral part of the acceptance of works' report (attached to acceptance of works report)and shall accompany the bills for settlement

In accordance with the provisions of article 153 paragraphs 1 and 2 of the Public contracts Code(Decree No. 2018/366 OF 20 June 2018), an indemnity to be fixed by the project Owner shall be perceived by the members.

Article 43: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

Article 44: Article 45: Final acceptance (article 72 of the GAC)

44.1 Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.

44.2 The Project Manager [shall [not] be member of the commission.

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

**Document No. 5:
Special Technical Conditions (STC)**

1 – GENERALITIES: This present special technical specification concerns the CONSTRUCTION OF A RETAINING WALL AND PAVEMENT AT CIOP BAMENDA OF THE NORTH WEST REGION.

It is the duty of the contractor to realize the structure as per the execution plans that shall be approved by the competent authority and sample models of equipments and furniture provided by the project owner. Through the Project Engineer, the contractor shall furnish the owner of the project and other project team members within the shortest possible time with an execution plan showing clearly how he intends to run the work site. A fence in local materials shall enclose the whole work site to avoid trespassing.

SIGN-POSTS: The contractor shall put in place at his expense sign-posts indicating work in conformity with the plans put at his disposal by the authority that signed the contract.

Hygiene and safety: The contractor shall ensure total hygiene and security of the site by constructing a temporal pit latrine and putting up a temporal fence around the project site if that be the case.

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

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

The contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

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

2- PREPARATORY WORKS – SETTING OUT: These works concern the clearing of the site and evacuation of the rubbles to the public discharge, the clearing and leveling of the site where necessary. The setting out will be in respect to the technical plans.

The setting out profile boards will be at least 1, 20 m from the outside axes, this to facilitate trenching and other earthworks and good circulation. The commencement of excavation will be accepted by the Project Engineer without checking the conformity of the setting.

The minimal depth of the excavation trenches shall be of 80cm, and depending on the soil bearing capacity. Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Engineer. The excavations will be done manually and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

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

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of classroom buildings.

2 – FOUNDATION: Blinding concrete: The base of the foundation trenches shall be stabilized with 5cm of concrete dosed at 150kg/m³

➤ **Separate footing plus foundation walls:**

- The separate footing shall be in reinforced concrete of section 20x30 (or as per indication on the plans) dosed at 350kg/m³.
- The reinforcement shall be stirrups T6 every 20cm + 4HA10 main rods
- The foundation walls shall be realized with frog filled sand Crete blocks of section 20x20x40 dosed at 200kg/m³ OR masonry foundation of 25cm thickness

-PROTECTION OF THE ENVIRONMENT: The entrepreneur will propose to the Project Engineer, before the beginning of works, the place of his yard facilities and will request his authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the building and general circulation.

The site must foresee an adequate drainage of waters on the whole surface. The maintenance areas and of washing should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the out-flow of the polluting products toward the site and the neighborhood.

At the end the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, support made of concrete or metallic, etc. in order to put back the site in its nearest initial state. No equipment nor materials should be abandoned on the site, nor in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.

- ORIGIN, QUALITY AND PREPARATION OF MATERIALS: The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 or 15/25) shall be clean and well graded with very fine elements settlement of less than 2%. The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings. Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the Project Engineer with dimension sizes of not less than 20cm.

1) CONCRETE:

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

- Over-site concrete: shall be 12cm thick laid on the entire floors and paved area between walls and gutters dosed at 350kg/m³ over the entire surface.

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

-Reinforced concrete: shall be specifically for pillars, beams damp proof course (DPC), lintels and tie-beams and their mixture shall be in a proportion of 350kg/m³.

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

NOTE: Reinforcement Schedule.

No	STRUCTURE	SIZES	RODS	RODS	STIRRUP Spacings	DOSAGE	TYPE
		Nos	φ	Torsφ			
1	Damp proof course	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
4	pillars 15x15	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400
5	tie-beams 20x40	6	10mm	6mm	20cm	350kg/m ³	Fe-E-400
6	Beams 20x20 and 15x20	4	8mm	6mm	20cm	350kg/m ³	Fe-E-400

NB: All rods should preferably be imported

- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.08 – 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 – 5mm. It shall be river sand and nothing else.

- **Aggregate:** shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing.

- **Water:** To be used for the mixture mortar, concrete and washing of aggregates. Shall be clean and free from impurities ; meaning potable water.

- **Cement:** To be used mostly for cement mortar, all concrete mixtures shall satisfy the general conditions laid down by regulation in force. It will be type CPA325 Portland cement and shall not show any trace of

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

Document No. 7:
Bill of quantities and cost estimates

NET TO BE PAID

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

**Document No. 9:
Model contract**

Between:

The Government of the Republic of Cameroon, represented by _____ hereinafter referred to the "Contracting Authority"

On the one hand,

And

_____ (enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

**THE CONSTRUCTION OF A RETAINING WALL AND PAVEMENT AT CIOP (Centre Information et
 D'Orientation Professionel) BAMENDA OF THE NORTH WEST REGION**

With _____,

For the execution of _____ works

Lot No. _____; _____ Network

EXECUTION DEADLINE _____ (_____) months

Amount of contract in CFA F:

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

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

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

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule

Annex No. 7: Evaluation grid

Annex No. 8: Attestation of site visite

ANNEX No. 2: MODEL BID BOND

Addressed to [indicate the Contracting Authority and his address] "Contracting Authority"

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

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

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

Document No. 11: Preliminary studies

[To be systematically filled by the Delegated Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts]

Document No. 12:

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

ANNEX 7: EVALUATION GRID

ADMINISTRATIVE DOCUMENTS.

NO	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond of 300 000 FCFA (Six hundred thousand FCFA), certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of tax centre		
A.10	Business License (photocopy certified by the chief of tax centre, not more than three months).		
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of tax centre		
A.12	A Clearance Certificate signed by the chief of tax centre stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		
A.13	An Attestation of site visit signed by the authorizing officer		
A.14	Power of attorney authorizing signatory to engage the enterprise in the Tender		
A.15	A certified copy by MINMAP of the Certificate of categorization or receipt of deposit of file for categorization of the enterprise in the "Building and General Equipment" subSector of activities		
A.16	An original of CDEC Receipt of payment		

EVALUATION GRID OF TECHNICAL BID			
N°	EVALUATION CRITERIA AND SUB-CRITERIA	YES	NO
B)	ESSENTIAL CRITERIA		
B.1	General presentation of the tender files		
	<ul style="list-style-type: none"> - Document spirally bound - Neatness and clarity of documents - Page numbering - Table of content page 		

B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Prove of ownership or rental of a pick-up or other vans		
B.5.2	Prove of ownership or rental of a dump truck		
B.5.3	Prove of ownership or rental of a Concrete mixer		
B.5.4	Prove of ownership or rental of a concrete vibrator		
B.5.5	Prove of ownership or rental of a Hand compactor		
B.5.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry harmer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. = 27,500,000		
B.7	Attestation of site visit signed by authorizing officer		
B.8	Comprehensive report of site visit signed by the company administrator		
B.9	Special Technical Clauses initialed in all the pages and last page signed		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed		