

REPUBLIC OF CAMEROON
Peace-Work-Fatherland
MINISTRY OF DECENTRALIZATION
AND LOCAL DEVELOPMENT
NORTH WEST REGION
MEZAM DIVISION

BAMENDA III COUNCIL
P.O. BOX 5012 Bamenda

Tel : (237) 677665180



REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie
MINISTERE DE LA DECENTRALISATION
ET DU DEVELOPPEMENT LOCAL
REGION DU NORD OUEST
DEPARTEMENT DE LA MEZAM
COMMUNE DE BAMENDA III

B.P 5012 Bamenda

Tel: (237) 6 77665180

BAMENDA III COUNCIL INTERNAL TENDERS' BOARD

CONSULTATION NOTICE

**NO. 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 OF 01/07/2026
FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING
NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD
TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE
AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III
SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION**

FUNDING : MINTP BUDGET 2026

1. Subject of the invitation to consultation

The Mayor of Bamenda III Council, the Delegated Contracting Authority, on behalf of the Republic of Cameroon, hereby launches a consultation for **THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.**

2. Nature of works:

The work consists of **THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.** In general, the works to be done consist of:

000: Installation

100: Site preparation

200: General Earth works

300: FOUNDATION- ABUTMENT- DECK- WING WALL-GUTTERS

400: EQUIPEMENT

500: BOX CULVERT

3. Execution deadline:

The maximum deadline provided by the Project Owner/Contracting Authority for the execution of the works forming the subject of this invitation to tender is **four calendar (04) months**, as from the date of notification of the contractor by the control engineer to start work.

4. Lots

The works are divided into one lot.

5. Estimated cost

The estimated cost after preliminary studies stands at **100,000,000 (One hundred million francs) FCFA** all taxes inclusive.

6. Participation and origin

Participation to this invitation to tender restricted to the following pre-qualified registered enterprises based in the Republic of Cameroon, who have registered on the COLEPS System (having a certificate) and are categorised in the required sub sector; **Forban and Sons Company Limited, King's Company and N.A.K LOVE Company Limited** following Authorization No: **03932-76/L/MINMAP/SG/DGMI/DMTR/CE4 OF 11 JUNE 2026**

7. Financing

Work which form the subject of this invitation to tender shall be financed by the 2026 Public Investment Budget of the **Ministry of Public Works**.

8. Bid bond

Each bidder must include in his/her administrative documents, a bid bond that respects the models of this tender file, issued by a first-rate banking establishment approved by the Ministry in charge of Finance, of an amount of **2,000,000 (two million francs) FCFA** accompanied by a CDEC receipt, valid for thirty (30) days as from the date of validity of the offers. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract and those of successful bidders shall be retained until the required performance guarantee for good execution is provided.

9. Consultation of tender file:

The Consultation File may be consulted during working hours at the SIGAMP OFFICE of the Bamenda III Council as soon as this Consultation Notice is published.

10. Acquisition of tender file:

The tender file consulted online in the MINMAP/COLEPS platform at www.publiccontracts.com or from the BAMEMDA III COUNCIL, SIGAMP OFFICE free of charge.

11. Submission of bids:

Each offer prepared in English or in French (in PDF Format) shall be uploaded or submitted on the COLEPS platform on <http://www.plubliccontracts.com> latest the **14/07/2026 at 10:00 a.m** local time. The backup copy shall be submitted in a USB Flash at the Bamenda III Council (SIGAMP Office) not later than the date and time stipulated above and should bear;

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CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE
ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMEMDA III SUBDIVISION,
MEZAM DIVISION OF THE NORTH WEST REGION**

"To be opened only during the bid-opening session"

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

N.B: The three (03) volumes in PDF Format shall then be enclosed in a USB Flash drive bearing only the reference of the quotation in question.

12. Admissibility of bids

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

They must obligatorily be not older than three (3) months preceding the date of submission of bids 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 a first-rate bank approved by the Minister in charge of finance.

13. Opening of bids:

The opening of the bids in one phase shall be done on **14/07/2026** at **11a.m.** prompt in the conference hall of the BAMENDA III Council by an Adhoc Committee set up by the Mayor. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

14. Evaluation criteria

The evaluation of bids shall be carried out in three stages:

- 1st Stage: verification of the conformity of each administrative document;
- 2nd Stage: Evaluation technical bids;
- 3rd Stage: Analyses of Financial bids.

The criteria of evaluation shall be as follows:

14.1-Eliminatory criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according to the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

A. -Eliminatory criteria

- ❖ Absence or insufficient bid bond.
- ❖ Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
- ❖ False declaration or falsified documents;
- ❖ A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- ❖ Incomplete bids;
- ❖ Absence of a quantified unit price;
- ❖ Score of less than 75% of essential criteria;
- ❖ Change of quantity or unit in the financial file
- ❖ Deadline for delivery higher than prescribed
- ❖ Financial capacity below 50 % of the project cost

B. Essential criteria

NB. Pursuant to circular letter No.00005/LC/MINMAP/CAB of 26/12/2023, bidders with certified true copies of the certificate of categorisation shall not submit in their *TECHNICAL FILE* documents relating to; their turnover, References of the company, own minimum technical and Logistics means, permanent staff and head office location.

- 1- General presentation of the Tender;
- 2- Financial capacity
- 3- References of the company in building construction;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visits signed by the Contractor;
- 9- Special Technical Clauses initialled on all the pages and signed at the last page;

- 10-Special Administrative Clauses completed and initialled on all the pages and signed at the last page.

14.2. main Qualification criteria:

Essential criteria are those that are primordial or key in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender. They must be determined in relation to the nature and content of the works to be executed.

Indicatively, the criteria related to the qualification of candidates will be on:

- ▼ Financial situation;
- ▼ Experience;
- ▼ Personnel;
- ▼ Equipment.

15. Award

This evaluation will be done in a purely a purely binary method with a positive (yes) or negative (no) with an acceptable minimum of 75% of the essential criteria taken into account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest reasonable amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 75% of the essential criteria.

Pursuant to justification by bidder, unconvincing abnormally low costing will not be accepted spelled out in the Special Regulations of the invitation to tender of this consultation..

16. Validity of bids

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

17. Complementary information

Additional information in relation to technical details can be obtained at the office of the contracting authority, notably The Mayor of Bamenda III Council office situated at Mile IV Nkwen and on www.publiccontracts.cm (COLEPS).

BAMENDA III, the 01 – 07 - 2026

THE MAYOR, BAMENDA III COUNCIL

Copies:

- MINAVAP-Mezam
- ARMP
- Chairperson of BIICITB
- Notice Board
- File



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AVIS DE CONSULTATION

*Consultation N005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 DU 01/07/2026 POUR
LA CONSTRUCTION D'UN PONT DE 8 X 6M DE PORTÉE RELANT NTAMUCHE ET
NTAHKEKAH, LA CONSTRUCTION D'UNE ROUTE D'ACCÈS À NTAMUCHE AVEC DES
CANALISEURS DES DEUX CÔTÉS DE LA ROUTE AVANT ET APRÈS LE PONT, ET UN
DOULEAU, LOTISSEMENT BAMENDA III, DIVISION DE MEZAM DE LA RÉGION NORD-
OUEST*

FINANCEMENT: BUDGET MINTP 2026
AUTORISATION No: 03932-26/L/MINMAP/SG/DGMI/DMTR/CE4 DU 11 JUIN 2026

1. Objet de l'Appel d'Offres

Le maire du Conseil de Bamenda III, autorité contractante déléguée, agissant au nom de la République du Cameroun, lance par la présente une consultation relative à la construction d'un pont de 8 x 6 m reliant Ntamuche et Ntahkekah, à la construction d'une route d'accès à Ntamuche avec caniveaux de part et d'autre de la route avant et après le pont, et à la construction d'un ponceau, dans le lotissement de Bamenda III, département de Mezam, région du Nord-Ouest.

2. Nature des travaux

Les travaux consistent en la construction d'un pont de 8 x 6 m reliant Ntamuche et Ntahkekah, la construction d'une route d'accès à Ntamuche avec caniveaux de part et d'autre du pont, et la construction d'un ponceau, dans le lotissement Bamenda III, division de Mezam, région du Nord-Ouest.

De manière générale, les travaux à réaliser consistent en:

- 000 : Installation
- 100 : Préparation du site
- 200 : Terrassement
- 300 : Fondations - Culées - Dalle - Murs en aile - Gouttières
- 400 : Équipements
- 500 : Ponceau

3. Délais d'exécution

Le délai global d'exécution des travaux est de **quatre (04) mois calendaires** par lot. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

4. Affectation

Les travaux sont regroupés dans un unique lot.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **100,000,000 (Cent million) Francs CFA TTC**.

6. **Participation et origine**

La participation au présent appel d'offres est réservée aux entreprises préqualifiées et immatriculées suivantes, établies en République du Cameroun, inscrites au Système COLEPS (titulaires d'un certificat) et relevant du sous-secteur requis : Forban and Sons Company Limited, King's Company et N.A.K LOVE Company Limited, titulaires de l'autorisation n° : **03932-26/L/MINMAP/SG/DGMI/DMTR/CE4 DU 11 JUIN 2026.**

7. **Financement**

Les travaux faisant l'objet du présent appel d'offres seront financés par le Budget d'investissement public 2026 du Ministère des Travaux publics

8. **Cautionnement de soumission**

Chaque soumissionnaire doit joindre à son dossier administratif un cautionnement de soumission conforme aux modèles du présent dossier d'appel d'offres, émis par un établissement bancaire de premier ordre agréé par le Ministère chargé des finances, d'un montant de 2 000 000 FCFA (deux millions de francs CDEC), accompagné d'un reçu CDEC, valable trente (30) jours à compter de la date de validité des offres. Les cautions de soumission des soumissionnaires non retenus seront retirées au plus tard quinze (15) jours après l'attribution du contrat et celles des soumissionnaires retenus seront conservées jusqu'à ce que la garantie de bonne exécution requise soit fournie.

9. **Consultation du Dossier d'Appel d'Offres**

Le dossier d'appel d'offres peut être consulté aux heures ouvrables au unité de SIGAMP du Maire de la COMMUNE DE BAMENDA III.

10. **Acquisition du Dossier d'Appel d'Offres**

Le dossier d'appel d'offres peut être obtenu en ligne au www.marchespublics.cm aux heures ouvrables auprès de la Commune de BAMENDA III, Unité de SIGAMP.

11. **Remise des offres:**

Chaque offre, rédigée en anglais ou en français (au format PDF), doit être téléchargée ou déposée sur la plateforme COLEPS à l'adresse www.publiccontracts.com au plus tard le **14/07/2026** à 10h00 heure locale. La copie de sauvegarde devra être remise sur une clé USB au Conseil de Bamenda III (Bureau SIGAMP) au plus tard à la date et à l'heure indiquées ci-dessus et devra porter la mention suivante :

Consultation N° CONSULTATION N° 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 DU 01/07/2026 POUR LES TRAVAUX DE CONSTRUCTION D'UN PONT DE 8 X 6 M DE PORTÉE RELANT NTAMUCHE ET NTAHKEKAH, CONSTRUCTION D'UNE ROUTE D'ACCÈS À NTAMUCHE AVEC CANALISATEURS DE PARTOUT AVANT ET APRÈS LE PONT, ET D'UN DOSEAU, BAMENDA III, MEZAM, RÉGION DU NORD-OUEST

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

En cas d'ambiguïté ou de divergence, seul l'original fera foi.

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

R.B. : Les trois (03) volumes au format PDF doivent alors être enfermés dans une clé USB portant uniquement la référence du devis en question.

12. **Recevabilité des offres**

Les offres ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

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

Sous peine de rejet, les autres pièces administratives requises devront être impérativement

produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le **14/07/2026 à 11 heures** précises dans la salle de conférence de la Commune de BAMENDA III par un Adhoc Comite installer par le Maire de BAMENDA III en présence des soumissionnaires.

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

14. Critères d'évaluation

L'évaluation des offres se fera en trois (03) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

14.1. -Critères éliminatoires

Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les critères essentiels. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.

Il s'agit notamment :

A. Critères éliminatoires

- ▼ Absence ou insuffisance d'une Caution de soumission
- ▼ Non respect de 48h pour l'absence ou non-conformité des autres documents dans les dossiers administratifs ;
- ▼ Fausses déclarations ou pièces falsifiées;
- ▼ Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- ▼ Offres incomplètes;
- ▼ Absence d'un prix unitaire quantifié ;
- ▼ Obtention d'un score de moins 75% ;
- ▼ Situation financière inférieure à 50% du coût du projet
- ▼ Changement de quantification ou d'unité dans le dossier financier
- ▼ Délai de livraison supérieur au délai prescrit

B. Critères essentiels

N/B : Conformément à la circulaire n° 00005/LC/MINMAP/CAB du 26/12/2023, La présence de la copie certifiée conforme d'attestation de catégorisation délivrée par le Ministre chargé des Marchés Publics ou par son représentant dûment mandaté, dispense les soumissionnaires catégorisés de la production dans leurs dossiers techniques, des pièces justificatives relatives au chiffre d'affaires, aux références, aux moyens techniques et logistiques propres minima, au personnel permanent et à la localisation du siège.

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

- 1- Présentation générale de l'offre ;
- 2- Capacité financière
- 3- Références de l'entreprise dans les domaines de construction des bâtiments ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Sécurité au chantier ;
- 7- Moyens logistiques ;
- 8- Attestation et rapport de visite du site signé par l'entrepreneur ;

9- Cahier des Clauses Techniques Particulières paraphé à chaque page et une signature à la dernière page;

10- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et une signature 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).

14.2. Principaux critères de qualification :

Les critères essentiels sont ceux qui sont primordiaux ou déterminants pour apprécier la capacité technique et financière des candidats à exécuter les travaux faisant l'objet du présent appel d'offres. Ils doivent être déterminés en fonction de la nature et du contenu des travaux à réaliser.

À titre indicatif, les critères relatifs à la qualification des candidats porteront sur :

- Situation financière ;
- Expérience ;
- Personnel ;
- Équipement

La note de l'offre technique sera obtenue par addition des points pour chaque critère. Seule l'offre technique ayant obtenue une note égale ou supérieure à **75% du OUI** sera à l'évaluation financière.

15. Attribution

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la **moins-disant et techniquement qualifiée**, conformément à l'article 33 du Code des lettres commandes Publiques.

16. Durée de validité des offres

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

17. Renseignements complémentaires

Des informations complémentaires relatives aux détails techniques peuvent être obtenues auprès du bureau de l'autorité contractante, notamment auprès du bureau du maire de Bamenda III situé à Aile 1, Nkwen et sur www.publiccontracts.cm (COLEPS)

BAMENDA III, le 01 - 07 - 2026
Le Maire, COMMUNE DE BAMENDA III

Amplifications

- ARMAP (pour publication et archivage) ;
 - Président CPM (pour information) ;
 - Représentant MINMAP à la TB
- Affilage.



REPUBLIC OF CAMEROON
New Work Fatherland
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NORTH WEST REGION
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BAMENDA III COUNCIL INTERNAL TENDERS' BOARD

CONSULTATION FILE

N° 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 OF 01/07/2026
FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING
NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD
TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE
AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III
SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION

PROJECT OWNER: THE MAYOR OF BAMENDA III COUNCIL

FUNDING: MINTP BUDGET 2026

PROJECT CODE: 60 36 370 2 32000003 0451 523411

AUTHORIZATION LETTER N°: 03932-26/L/MINMAP/SG/DGMI/DMTR/CE4 OF 11 JUNE 2026

INVITATION AND REQUIREMENTS TO TENDER

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Document No. 7: Schedule of unit prices

Document No. 8: Bill of quantities and estimates (BQCE).

Document No. 9: The sub-detail of prices

Document No. 10: Model contract

Document No. 11: Model documents to be used by bidders

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

Document No. 13: Justifications of preliminary studies

DOCUMENT N°1

LETTER OF INVITATION OF BIDDERS

REPUBLIC OF CAMEROON
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COMMUNE DE BAMENDA III
B.P 5012 Bamenda
Tel: (237) 6 77665180

DATE: 01-07-2024

THE MAYOR OF BAMENDA III COUNCIL

LETTER OF INVITATION OF BIDDERS

To: The Director General of:

- I. Forban and Sons Company Ltd
- II. King's Company Ltd
- III. N.A.K LOVE COMPANY LIMITED

SUBJECT: CONSULTATION NO: 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/R/2024 OF 01/07/2026 FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.

Sirs/Mesdames

We are pleased to inform you that you have pre-qualified for the project reference above and have consequently been authorised to tender for The construction of an 8 x 6m Span Bridge linking Ntamuche and Ntahkekah, construction of an access road to Ntamuche with gutters on both sides of the road before and after the bridge, and a box culvert, Bamenda iii Subdivision, Mezam Division of the North West Region..

We are hereby inviting you to tender for the execution of the contract mentioned in the reference above;

1. A complete set of the consultation document may be consulted and withdrawn at the BAMENDA III Council.
2. All bids must include a bid bond of 2,000,000 (two million francs) CFA accompanied by a CDEC receipt and must be handed over to the SIGAMP OFFICE at the BAMENDA III Council not later than 10:00 a.m on 14/07/2026. The bids

shall immediately be opened in the presence of representative of bidder who desire to attend the opening session.

3. This invitation to tender is addressed to the candidates in the following restricted job:

No	Names of pre-qualified enterprise	Address
1	Forban and Sons Company Ltd	P.O Box 1025 Bamenda-Cameroon Tel: 676120779/651682449
2	King's Company Ltd	P.O Box 5192 Bamenda-Cameroon Tel: 676120779
3	FLAKE LOVE COMPANY LIMITED	P.O Box Bamenda Tel: 678500530

4. Please acknowledge receipt of this letter to the following address, **The Mayor of the BAMENDA III Council (Tel N° 6 77665180)** and within a deadline of **three (03)** days from the date of receipt of this letter and indicate if you do not intend to tender, failing which your withdrawal will be established.

Yours Sincerely

**THE MAYOR,
BAMENDA III COUNCIL**



13.
M. NMAH
A. M. P.
President BIIICITB
Notice Boards

DOCUMENT N°2

**CONSULTATION NOTICE /AVIS DE
CONSULTATION**

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Peace-Work-Fatherland
MINISTRY OF DECENTRALIZATION
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BAMENDA III COUNCIL INTERNAL TENDERS' BOARD

CONSULTATION NOTICE

**NO. 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 OF 01/07/2026
FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING
NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD
TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE
AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III
SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION**

FUNDING : MINTP BUDGET 2026

1. Subject of the invitation to consultation

The Mayor of Bamenda III Council, the Delegated Contracting Authority, on behalf of the Republic of Cameroon, hereby launches a consultation for **THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.**

2. Nature of works:

The work consists of **THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.** In general, the works to be done consist of:

- 200: Installation
- 200: Site preparation
- 200: General Earth works
- 300: FOUNDATION- ABUTMENT- DECK- WING WALL-GUTTERS
- 400: EQUIPMENT
- 500: BOX CULVERT

3. Execution deadline:

The maximum deadline provided by the Project Owner/Contracting Authority for the execution of the work forming the subject of this invitation to tender is **four calendar (04) months**, or from the date of notification of the contractor by the control engineer to start work.

4. Lots

The works are divided into one lot.

5. Estimated cost

The estimated cost after preliminary studies stands at **100,000,000 (One hundred million francs) FCFA all taxes inclusive**.

6. Participation and origin

Participation to this invitation to tender restricted to the following pre-qualified registered enterprises based in the Republic of Cameroon, who have registered on the COLEPS System (having a certificate) and are categorised in the required sub sector; **Forban and Sons Company Limited, King's Companies** and **N.A.K LOVE Company Limited** following Authorization No. **03026 26/L/MINMAP/SG/DGMI/DMTR/CE4 OF 11 JUNE 2026**

7. Financing

Works which form the subject of this invitation to tender shall be financed by the 2026 Capital Investment Budget of the **Ministry of Public Works**.

8. Bid bond

Each bidder must include in his/her administrative documents, a bid bond that respects the modalities of this tender file, issued by a first-rate banking establishment approved by the Ministry in charge of finance, of an amount of **2,000,000 (two million francs) FCFA** accompanied by a **COPE** receipt, valid for thirty (30) days as from the date of validity of the offers. Bid bonds for unsuccessful bidders shall be withdrawn not later than fifteen (15) days after the award of the contract. Bid bonds of successful bidders shall be retained until the required performance guarantee for good execution is provided.

9. Consultation of tender file:

The Consultation File may be consulted during working hours at the **SIGAMP OFFICE** of the Bamenda III Council as soon as this Consultation Notice is published.

10. Acquisition of tender file:

The tender file consulted online in the MINMAP/COLEPS platform at www.publiccontracts.com or from the **BAMENDA III COUNCIL, SIGAMP OFFICE** free of charge.

11. Submission of bids:

Each offer prepared in English or in French (in PDF Format) shall be uploaded or submitted to the COLEPS platform on <http://www.publiccontracts.com> latest the **14/07/2026 at 10:00 am local time**. The backup copy shall be submitted in a USB Flash at the **Bamenda III Council (SIGAMP OFFICE)** not later than the date and time stipulated above and should bear;

**CONSULTATION N° 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 OF 01/07/2026
FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAMUKU
CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE
ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION,
MEZAM DIVISION OF THE NORTH WEST REGION**

"To be opened only during the bid-opening session"

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

N.B: The three (03) volumes in PDF Format shall then be enclosed in a USB Flash drive bearing only the reference of the quotation in question.

12. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities must imperatively be produced in accordance with the Special Regulations of administration to tender.

They must obligatorily be not older than three (3) months preceding the date of submission of bids 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, specially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.

13. Opening of bids:

The opening of the bids in one phase shall be done on **14/07/2026** at **11a.m.** prompt in the conference hall of the BAMENDA III Council by an Adhoc Committee set up by the Mayor. Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the bid and is mandated in that capacity.

14. Evaluation criteria

The evaluation of bids shall be carried out in three stages:

- ✗ 1st Stage: verification of the conformity of each administrative document;
- ✗ 2nd Stage: Evaluation technical bids;
- ✗ 3rd Stage: Analyses of Financial bids.

The criteria of evaluation shall be as follows:

14.1-1 Eliminatory criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according to the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

A. Eliminatory criteria

- ✦ Absence or insufficient bid bond.
- ✦ Non respect of 48hrs given for absence or non-conformity of any other document in the administrative file;
- ✦ False declaration or falsified documents;
- ✦ A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- ✦ Incomplete bids;
- ✦ Absence of a quantified unit price;
- ✦ Score of less than 75% of essential criteria;
- ✦ Change of quantity or unit in the financial file
- ✦ Deadline for delivery higher than prescribed
- ✦ Financial capacity below 50 % of the project cost

B. Essential criteria

NB: Pursuant to circular letter No.00005/LC/MINMAP/CAB of 26/12/2023, bidders with certified true copies of the certificate of categorisation shall not submit in their **TECHNICAL FILE** documents relating to; their turnover, References of the company, own minimum technical and Logistics means, permanent staff and head office location.

- 1- General presentation of the Tender;
- 2- Financial capacity
- 3- References of the company in building construction;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit signed by the Contractor;
- 9- Special Technical Clauses initialled on all the pages and signed at the last page;

10-Special Administrative Clauses completed and initialled on all the pages and signed at the last page.

14.2. Main Qualification criteria:

Essential criteria are those that are primordial or key in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender. They must be determined in relation to the nature and content of the works to be executed.

Indicatively, the criteria related to the qualification of candidates will be on:

- ◆ Financial situation;
- ◆ Experience;
- ◆ Personnel;
- ◆ Equipment.

15. Award

This evaluation will be done in a purely a purely binary method with a positive (yes) or negative reply with an acceptable minimum of 75% of the essential criteria taken into account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest reasonable amount, in conformity with the regulations of the Tender Documents and having satisfied 100% of the eliminatory criteria and at least 75% of the essential criteria.

Pursuant to justification by bidder, unconvincing abnormally low costing will not be accepted as reflected out in the Special Regulations of the invitation to tender of this consultation..

16. Validity of bids

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

17. Complementary information

Additional information in relation to technical details can be obtained at the office of the contracting authority, notably The Mayor of Bamenda III Council office situated at Mile IV Nkongsamba and on www.publiccontracts.cm (COLEPS).

BAMENDA III, the 01 – 07 - 2026

THE MAYOR, BAMENDA III COUNCIL

Copies:

- MINMAP-Mezam
- ARMP
- Chairperson of BIICITB
- Notice Board
- File





AVIS DE CONSULTATION

Consultation N005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 DU 01/07/2026 POUR LA CONSTRUCTION D'UN PONT DE 8 X 6M DE PORTÉE RELANT NTAMUCHE ET NTAKKEKAH, LA CONSTRUCTION D'UNE ROUTE D'ACCÈS À NTAMUCHE AVEC DES CANALISSEURS DES DEUX CÔTÉS DE LA ROUTE AVANT ET APRÈS LE PONT, ET UN PONCEAU, LOTISSEMENT BAMENDA III, DIVISION DE MEZAM DE LA RÉGION NORD-OUEST

FINANCEMENT: BUDGET MINTP 2026

AUTORISATION No: 03932-26/L/MINMAP/SG/DGMI/DMTR/CE4 DU 11 JUIN 2026

1. Objet de l'Appel d'Offres

Le Maire du Conseil de Bamenda III, autorité contractante déléguée, agissant au nom de la République du Cameroun, lance par la présente une consultation relative à la construction d'un pont de 8 x 6 m reliant Ntamuche et Ntakkekah, à la construction d'une route d'accès à Ntamuche avec caniveaux de part et d'autre de la route avant et après le pont, et à la construction d'un ponceau, dans le lotissement de Bamenda III, département de Mezam, région du Nord-Ouest.

2. Nature des travaux

Les travaux consistent en la construction d'un pont de 8 x 6 m reliant Ntamuche et Ntakkekah, la construction d'une route d'accès à Ntamuche avec caniveaux de part et d'autre du pont, et la construction d'un ponceau, dans le lotissement Bamenda III, division de Mezam, région du Nord-Ouest.

D'une façon générale, les travaux à réaliser consistent en:

- 2000: Installation
- 1000: Préparation du site
- 2000: Terrassement
- 3000: Fondations - Culées - Dalle - Murs en aile - Gouttières
- 4000: Equipements
- 5000: Ponceau

3. Délais d'exécution

Le délai global d'exécution des travaux est de **quatre (04) mois calendaires** par lot. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

4. Affectissement

Les travaux sont regroupés dans un unique lot.

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de 100,000,000 (Cent million) Francs CFA TTC.

6. Participation et origine

La participation au présent appel d'offres est réservée aux entreprises préqualifiées et immatriculées suivantes, établies en République du Cameroun, inscrites au Système COLEPS (titulaires d'un certificat) et relevant du sous-secteur requis : Forban and Sons Company Limited, Kien's Company et N.A.K LOVE Company Limited, titulaires de l'autorisation n° 01037/26/L/MINMAP/SG/DGMI/DMTR/CE4 DU 11 JUIN 2026.

7. Financement

Les travaux faisant l'objet du présent appel d'offres seront financés par le "Plan" d'investissement public 2026 du Ministère des Travaux publics

8. Cautionnement de soumission

Chaque soumissionnaire doit joindre à son dossier administratif un cautionnement de soumission conforme aux modèles du présent dossier d'appel d'offres, émis par un établissement bancaire de premier ordre agréé par le Ministère chargé des finances, d'un montant de 2 000 000 FCFA (deux millions de francs CDEC), accompagné d'un reçu CDEC, valable trente (30) jours à compter de la date de validité des offres. Les cautions de soumission des soumissionnaires non retenus seront retirées au plus tard quinze (15) jours après l'attribution du contrat et celles des soumissionnaires retenus seront conservées jusqu'à ce que la garantie de bonne exécution requise soit fournie.

9. Consultation du Dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être consulté aux heures ouvrables annuelles de 08h00 à 17h00, au Maire de la COMMUNE DE BAMENDA III.

10. Acquisition du Dossier d'Appel d'Offres

Le dossier d'appel d'offres peut être obtenu en ligne au www.marchepublics.com aux heures ouvrables auprès de la Commune de BAMENDA III, Unité de SIGAMP.

11. Remise des offres:

Chaque offre, rédigée en anglais ou en français (au format PDF), doit être téléchargée et déposée sur la plateforme COLEPS à l'adresse www.publiccontracts.com au plus tard le 14/07/2026 à 10h00 heure locale. La copie de sauvegarde devra être remise sur une clé USB au Conseil de Bamenda III (Bureau SIGAMP) au plus tard à la date et à l'heure indiquées ci-dessus et devra porter la mention suivante :

Consultation N° CONSULTATION N° 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/PE/2026 DU 01/07/2026 POUR LES TRAVAUX DE CONSTRUCTION D'UN PONT DE 8 X 6 M DE PORTEE RELIANT NTAMUCHE ET NTAHKEKAH, CONSTRUCTION D'UNE ROUTE D'ACCES A NTAMUCHE AVEC CANALISEURS DE PARTOUT AVANT ET APRES LE PONT, ET D'UN DOSEAU, BAMENDA III, MIZAM RÉGION DU NORD-OUEST

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

En cas d'ambiguïté ou de divergence, seul l'original fera foi.

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

N.B. : Les trois (03) volumes au format PDF doivent alors être enfermés dans une clé USB portant uniquement la référence du devis en question.

12. Recevabilité des offres

Les offres ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

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

Sous peine de rejet, les autres pièces administratives requises devront être impérativement

produit en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le **14/07/2026 à 11 heures** précises dans la salle de réception de la Commune de BAMENDA III par un Adhoc Comite installer par le Maire de Bamenda III en présence des soumissionnaires.

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

14. Critères d'évaluation

L'évaluation des offres se fera en trois (03) étapes :

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

14.1. Critères éliminatoires

Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les critères essentiels. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.

Il s'agit notamment :

A. Critères éliminatoires

- Absence ou insuffisance d'une Caution de soumission
- Non-respect de 48h pour l'absence ou non-conformité des autres documents dans les dossiers administratifs ;
- Copies décolorées ou pièces falsifiées ;
- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le soumissionnaire ;
- Offres incomplètes ;
- Absence d'un prix unitaire quantifié ;
- Attribution d'un score de moins 75% ;
- Offre financière inférieure à 50% du coût du projet
- Absence de quantification ou d'unité dans le dossier financier
- Délai de livraison supérieur au délai prescrit

B. Critères essentiels

En vertu notamment de la circulaire n° 00005/LC/MINMAP/CAB du 26/12/2023, La présence de la copie certifiée conforme d'attestation catégorisation délivré par le Ministre chargé des marchés Publics du pays, son représentant dûment mandaté, disperse les soumissionnaires catégorisées de la production de dossiers techniques, des pièces justificatives relatives au chiffre d'affaires, aux références, aux moyens techniques et logistiques propres minima, au personnel permanent et à la localisation du chantier.

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

- 1. Présentation générale de l'offre ;
- 2. Capacité financière ;
- 3. Références de l'entreprise dans les domaines de construction des bâtiments ;
- 4. Qualité du personnel ;
- 5. Organisation technique des travaux ;
- 6. Sécurité du chantier ;
- 7. Moyens logistiques ;
- 8. Attestation et rapport de visite du site signé par l'entrepreneur ;

9- Cahier des Clauses Techniques Particulières paraphé à chaque page et une signature à la dernière page;

10-Cahier des Clauses Administratives Particulières complété et paraphé à chaque page et une signature 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).

14.2. Principaux critères de qualification :

Les critères essentiels sont ceux qui sont primordiaux ou déterminants pour apprécier le savoir-faire technique et financière des candidats à exécuter les travaux faisant l'objet du présent appel d'offres. Ils doivent être déterminés en fonction de la nature et du contenu des travaux à réaliser.

À titre indicatif, les critères relatifs à la qualification des candidats porteront sur :

- Situation financière ;
- Expérience ;
- Personnel ;
- Équipement

La note de l'offre technique sera obtenue par addition des points pour chaque critère. L'offre technique ayant obtenue une note égale ou supérieure à 75% du QTH sera considérée comme financière.

15. Attribution

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme à l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la mieux disant et **techniquement qualifiée**, conformément à l'article 33 du Code des lettres commandes Publiques.

16. Durée de validité des offres

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

17. Renseignements complémentaires

Des informations complémentaires relatives aux détails techniques peuvent être obtenues auprès du bureau de l'autorité contractante, notamment auprès du bureau du maire de Bamenda III situé à Mile IV Nkwen et sur www.publiccontracts.cm (COLEPS)

BAMENDA III, le 01-07-2016
Le Maire, COMMUNE DE BAMENDA III

Ampliations:

- ARMP (pour publication et archivage) ;
- Président CPM (pour information) ;
- Représentant MINMAP à la TB
- Affichage.



DOCUMENT N°3

**GENERAL REGULATIONS OF THE INVITATION
TO TENDER**

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GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

- 1.1 The Mayor of the BAMENDA III Council hereinafter referred to as the Contracting Authority, hereby launches an invitation to tender for the construction of the works described in the Consultation File. The name and identification number which formed the subject of the invitation to tender feature in the Special Regulations of the invitation to tender. Hereafter reference is made to it under the term "works".
- 1.2 The bidder retained or the successful bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 1.3 In this tender File, the terms "Contracting Authority" and Delegated Contracting Authority" are interchangeable and the term "day" means a calendar day.

Article 2: Financing

The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption

The Contracting Authority requires of bidders and contractors the strict respect of rules of good conduct during the award and execution of this contract. By virtue of this principle, the Contracting Authority:

(a) Defines, within the context of this clause, the following expressions in the following manner:

- (i) The term guilty of "corruption" whoever offers, gives, requests or accepts any gifts in view of influencing the action of a public official during the award or execution of this contract;
- (ii) Is defined in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of this contract;
- (iii) "Exclusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at the level corresponding with those which will result from the forces of competition;
- (iv) "Coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

(b) Will reject any award proposal if he determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, exclusive or coercive practices for the award of this contract.

Article 4: Candidates allowed to Compete:

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

- (i) Has, worked 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 concerning the scope of Contracts awarded for this invitation to tender; or
- (ii) Has made more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.

(c) A 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 economic supervisory authority of the Delegated Contracting Authority, Delegated Contracting Authority or his/her immediate collaborators.

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 this contract must 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 offer, bidders must:

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

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

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

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

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

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

6.4 National bidders and groups of national bidders requesting to benefit from the national preference whose percentage is set at ten percent (10%) must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 32 of the General Regulations of the invitation to tender.

Article 7: Visit of works site

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

7.2 The Delegated Contracting Authority shall authorise the bidder and his/her employees, agents and enter the premises and the land for the said visit but only on the express condition that the bidder, his/her employees and agents free the Delegated Contracting Authority, his/her employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall be responsible for any deadly or corporal accident, loss of material damages, cost and expenses arising from this visit.

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

B. Tender File

Article 8: Content of Tender File

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

1. the Invitation to Tender
2. the Tender Notice;
3. the General Regulations of the invitation to tender;
4. the Special Regulations of the invitation to tender;
5. the Special Administrative Conditions;
6. the Special Technical Conditions;
7. the Schedule of Unit Prices
8. the Bill of Quantities and Estimates
9. the Sub-Details of Unit Prices;
10. the Model of Contract
11. the Model Forms

- Annex No. 1: Model tender
- Annex No. 2: Model Bid Bond
- Annex No. 3: Model of Performance Bond (Retention Fund)
- Annex No. 4: Declaration Form
- Annex No. 5: Model of Start-Off Advance Bond
- Annex No. 6: Sub-Unit Price Detail
- Annex No.7: Model of Commitment of Availability
- Annex No. 8: Model References of The Enterprise
- Annex No. 9: Model Equipment List.
- Annex No.10: Key Staff
- Annex No: 11 Site Visit Report
12. List of banking establishments and financial bodies approved by the Ministry in charge of Finance authorised to issue bonds.

13. the Plans

4.2.11. The tender must examine all the rules, forms, conditions and specifications contained in the Tender File before deciding to bid to furnish all the information requested and prepare an offer in conformity with all the documents of the tender file. Any inadequacy may lead to a rejection of his/her offer.

Article 9: Clarifications on the Tender File

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Delegated Contracting Authority in writing or by electronic mail (fax or e-mail) at the Delegated Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Delegated Contracting Authority replies in writing to any request for clarification received at least 10 days prior to the deadline for the submission of offers.

9.2 Any bidder's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought a Tender File.

9.2 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public Contracts award procedure may lodge a complaint to the Delegated Contracting Authority.

9.3 The complaint must be addressed to the Delegated Contracting Authority or Delegated Contracting Authority with copies to the body in charge of the regulation of public Contracts and the chairperson of the Tenders Board.

It must reach the Delegated Contracting Authority or Delegated Contracting Authority at the latest fourteen (14) days before the opening of bids.

9.4 The Contracting Authority or Delegated Contracting Authority has five (5) days to report. A report of the reaction shall be forwarded to the body in charge of the regulation of public Contracts.

Article 10: Amendment of the Tender File

10.1 The Delegated Contracting Authority may at any moment, prior to the deadline for the submission of offers and for any reason, be it at his/her 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 as soon as possible to all bidders who bought the Tender File. The latter must acknowledge receipt of the addendum in writing to the Delegated Contracting Authority.

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

C Preparation of offers

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his/her offer. The Delegated Contracting Authority shall in no case be responsible for those costs, whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of offer

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

Article 13: Constituent documents of the offer

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

Article 12: Technical offer

12.1 Information on qualifications

Article 12.1.1. Conditions lists the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Conditions of the invitation to tender.

12.2 Methodology

The Special Conditions of the invitation to tender specifies the constituent elements of the technical offer of the bidders especially: a methodological statement on an analysis of the works and specifying the organization and programme which the bidder intends to put in place or use to execute the works (manpower, schedule, sub-contracting, attestation of visit of the site, where necessary, etc).

12.3 Proof of acceptance of conditions of the contract

Article 12.3.1. bidders shall submit duly initialled copies of administrative and technical documents relating to the following documents:

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

Article 13: Financial offer

Article 13.1.1. Conditions specify the elements that will help in justifying the cost of the works, namely:

- a) the signed and dated original offer prepared according to the attached model, stamped at the prevailing rate;
- b) the duly filled Unit Price Schedule;
- c) the duly filled detailed estimates;
- d) the breakdown of prices and/or breakdown of all-in prices;
- e) the proposed schedule of payments, where need.

Article 13.1.2. bidders will use the documents and models provided in the Tender File, subject to the provisions of article 1.1(1) of the General Regulations of the invitation to tender concerning the other documents and guarantees.

Article 13.1.3. In accordance with the provisions of the Special Regulations of Invitation to Tender, the bidders and the others, for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot.

Article 14: Offer price

Article 14.1.1. Except otherwise stated in the Tender File, the amount of the contract shall cover all the works mentioned 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 .

Article 14.1.2. The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.

Article 14.1.3. 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 offers, shall be included in the prices mentioned in the offer presented by the bidder.

Article 14.1.4. A price revision/updating clause is provided for in the contract, the date of establishment of the initial offer, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to a price revision.

Article 14.1.5. All unit prices must be justified by sub-details established in accordance with the structure mentioned in article 8.3.

Article 15: Currency of offer and payment

Article 15.1.1. The amount of the offer shall be entirely made in the national currency (CFA franc). The amount of the unit prices of the price schedule and the prices of the bill of quantities and estimates are expressed in the CFA francs.

Article 16: Validity of offers

16.1 Offers must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Delegated Contracting Authority, in application of article 27 of the Special Regulations. An offer valid for a shorter period shall be rejected by the Delegated Contracting Authority or Delegated Contracting Authority as not being in conformity.

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

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

Article 17: Bid bond

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

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

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

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

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

17.6 The bid bond may be seized:

- a) If the bidder withdraws his/her offer during the period of validity;
- b) If the retained bidder:
 - i) fails in his/her obligation to register the contract in application of article 32 of the General Regulations;
 - ii) Fails in his/her obligation to furnish the required final bond in application of article 33 of the General Regulations.

Article 18: Varying proposals of bidders

18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the proposals proposed by the bidder within the specified deadlines. Offers that propose deadlines not agreed upon 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 a bid shall first assess the basic solution of the Delegated Contracting Authority as described in the Tender File and furnish in addition all the information which the Delegated Contracting Authority requires.

ed price evaluation of the proposed variant, including the plans, calculations, technical specifications, sub details of prices and proposed construction methods and all other useful information necessary, the Delegated Contracting Authority will examine only the technical variants of the bidder whose offer conforming to the basic solution has been evaluated as the lowest bid.

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

Article 19: Preparatory meeting to the establishment of offers

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

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

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

19.4. The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who received 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 Delegated 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. A bidder that a bidder does not attend a preparatory meeting for the establishment of offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

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

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

20.3. The offer shall bear no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the offer.

D. SUBMISSION OF OFFERS

Article 21: Sealing and marking of offers

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

21.2. The external and internal envelopes:

a) shall be addressed to the Delegated Contracting Authority at the address indicated in the Special Regulations;

b) Shall bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS" as specified in the Special Regulations.

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

21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21.1 and 21.2 above, the Delegated Contracting Authority shall not be responsible if the offer is inadvertently opened prematurely.

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

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

22.2 The Delegated Contracting Authority may, at his/her discretion, postpone the deadline for the submission of the offers by publishing an addendum in accordance with the provisions of article 21 of the General Regulations. In this case, all the rights and obligations of the Delegated Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

Article 23: Late offers

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

Article 24: Modification, substitution and withdrawal of offers

24.1 A bidder may modify or withdraw his/her offer after submitting it, on condition that prior written notification of the modification or withdrawal is received by the Delegated Contracting Authority prior to the end of the time-limit prescribed for the submission of the offers. The notification must be signed by an authorised representative in application of article 10(2) of the General Regulations. The modification or the corresponding replacement offer must be notified in the written notification. As the case may be, the envelopes must be marked "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".

24.2 The notification of modification or withdrawal should be prepared, sent by telex and forwarded in accordance with the provisions of article 21 of the General Regulations. The withdrawal may equally be notified by telex but should in this case be confirmed by a dated written notification whose date, post mark being authentic, shall not be posterior to the deadline for the submission of offers.

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

24.4 No offer may be withdrawn during the interval between the submission of offers and the opening of the validity of offers specified by the model tender. The withdrawal of an offer 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 offers

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in a 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.

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

26.1.5. 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 and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Delegated Contracting Authority deems useful to be mentioned. Only rebates and variants at the time announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

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

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

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

It is received 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/her report the sheet that was handed to him, including any related commentaries or observations.

Article 26: Confidential character of the procedure

26.2.1. Information relating to the examination, clarification, evaluation and comparison of offers and the evaluation of the qualification of the bidders and the recommendation for the award shall be given neither to bidders nor to any person concerned with the said procedure before the announcement of the award.

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

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

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

- 27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the Tender Board may, if he desires, request any bidder to give clarifications on his/her offer. The request for clarification and the response given are formulated in writing but no change in the substance or content of the offer is sought, offered or authorised, except it is necessary to confirm the absence of calculation errors discovered by the Evaluation Sub-committee during the preparation of the offer in accordance with the provisions of article 29 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tender Board and the Evaluation Sub-committee for questions related to their offers, between the opening of envelopes and the award of the contract.

Article 28: Determination of Conformity of offers

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of offers to date when documents are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the offers are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external documents as proof.
- 28.3 An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation, that is:
- 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 Delegated Contracting Authority or the obligations of the bidder in relation to the contract;
 - iii) whose correction would unjustly affect the competitiveness of the other bidders who have submitted offers that essentially conformed with the Tender File.
- 28.4 If an offer is essentially not in conformity it shall be rejected by the competent bodies. It shall not eventually be rendered in conformity.
- 28.5 The Delegated Contracting Authority reserves the right to accept or reject any offer with a substantial divergence or reservation. Modifications, divergences, variants and other factors which go beyond the requirements of the Tender File shall not be considered during the evaluation of offers.

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder, because based on an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification requirements stipulated in article 6 of the Special Regulations. It is essential to avoid any and all errors when determining qualification.

Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected;
 - (b) if the total obtained by addition or subtraction of the totals is not exact, the total 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 a specific quantity.

...in the sub-detail of the said price, in which case the amount in figures shall prevail over the paragraphs (a) and (b) above.

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

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

Article 31: Evaluation of financial offers

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

31.2. In examining the offers, the Evaluation Sub-committee shall determine for each offer the corrected amount of the offer by rectifying the amount as follows:

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

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

31.4. The Delegated 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.

31.5. If the offer judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Delegated Contracting Authority, the Evaluation sub-committee shall, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory to it, the Delegated Contracting Authority may reject the offer.

Article 32: Preference granted national bidders

32.1. If no provision is mentioned in the Special Regulations, national contractors may benefit from a certain national preference during the evaluation of offers as provided for in the Public Contract Model.

F. Award of the contract

Article 33: Award

- 34.1** The Delegated or Contracting Authority shall award the contract to the bidder whose offer is judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer was accepted as the lowest realistic by including, where necessary, proposed rebates.
- 34.2** If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest offer shall be determined by evaluating this contract with other lots separately and concurrently, by taking into account the rebates offered by the bidders in the case of award of one lot, as well as their financial situation at the time of award.

Article 34: The right by the Delegated Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure

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

Article 35: Notification of the award of the contract

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

Article 36: Publication of results of award and petitions

- 36.1** The Delegated Contracting Authority shall communicate to any bidder or administrative authority, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award decision of the related contract to which shall be attached the evaluation report of the offers.
- 36.2** The Delegated Contracting Authority is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 36.3** After publication of the award results, offers that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy retained for the body in charge of regulation shall be kept.
- 36.4** In case of petition, it should be addressed to the Public Contracts Authority, or to the body in charge of the regulation of public Contracts, the Delegated Contracting Authority and the chairperson of the Tenders Board. It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 37: Signing of the contract

- 37.1** After publication of the results, the draft contract subscribed by the successful bidder must be submitted to the Tenders Board and the competent Specialised Contracts Control Board, without delay, for approval.
- 37.2** The Delegated Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 37.3** The contract must be notified to the holder within five (5) days of its date of signature.

Article 38: Final Bond

- 38.1** Within twenty (20) days of the notification by the Delegated Contracting Authority, the successful bidder shall furnish the Delegated Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

- 3.2.1 The bond whose rate varies between 2 and 5 percent of the amount of the contract may be replaced by a guarantee from a banking establishment approved according to the instruments in force within the Delegated Contracting Authority as beneficiary or by a joint or several guarantee.
- 3.2.2 Small and medium-sized enterprises (SME) constituted of national capital and managed by natural persons 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.
- 3.2.3 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Document No: 4

**THE SPECIAL REGULATIONS OF
THE INVITATION TO TENDER**

INTRODUCTION

ARTICLE 1: Definition of Works:

Within the framework of the Funding hereby launches a mutual agreement consultation document for the CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD AND DRAINAGE AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.

ARTICLE 2: Execution Deadline

The maximum completion period of the works to the state of provisional reception is Four (04) months from the date of notification of the service order to start work

ARTICLE 3: Source of funding

The works which form the subject of this open national invitation to tender shall be financed by the 2026 Budget, allocated to the MAYOR of BAMENDA III COUNCIL the authorizing officer

Article 4: Consistency of the bids

A bid shall include a file for:

Envelope A: Administrative documents

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

1. An undertaking by the bidder (declaration to tender), stamped, dated and signed by the bidder or group representative in conformity with the model attached.
2. An attestation of **non-bankruptcy** not older than 03 months, issued by the chamber of commerce or court of competent jurisdiction of the place of residence of the bidder.
3. An attestation of **domiciliation**: Bank account in the name of the enterprise issued by a bank or any first-order credit institution approved by the Minister in charge of finance.
4. A security (bank guarantee) of **2,000,000 (Two million francs) FCFA**, from a bank accredited by COBAC and recognised by COBAC (Bank caution) accompanied by a CDEC Receipt.
5. An attestation of **CNPS**: current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his/her social contributions.
6. A certificate of **non-exclusion** attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts, not older than three (03) months issued by ARMP.
7. A certificate of **fiscal conformity** certifying that the bidder owes no taxes signed by the director of the bureau of tax center.
8. A valid copy of Taxpayer's card.
9. A certified copy of certificate of incorporation.
10. Attestation of site visit signed by the project beneficiary/user.
11. Group agreement as the case may be.
12. Power of attorney as the case may be signed by a notary.
13. The special Administrative Conditions (SAC/CCAP), initialled on each page and signed, dated and stamped on the last page
14. A final attestation of localization, signed by the taxation authorities.
15. A certified true copy of the certificate of categorisation less than 3 months

N.B:

Absence of the following documents shall result to out right rejection

✓ Bid bond

- All bids not containing all the documents listed above or not in conformity with the request shall be simply rejected.

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

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

Envelope B: TECHNICAL FILE

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

o	DOCUMENT	OPERATION REQUESTED	ATTESTATION
1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (list of equipment and tools)	Attach certified copies of deeds, receipts, etc. showing equipments and tools must be present at the site before and during each phase
2	Personnel list	- It shall contain: - Works Supervisor: at least a Civil Engineer with at least 05 years' experience - Foreman: at least a Senior Civil Engineering technician or HND with at least 5yrs experience in the domain of Construction. - Other personnel	Attach for each person a signed and dated certificate or certified copy of a certificate. (all large companies must present a commitment of availability that must be present at certified copies of a valid national identity card)
3	Organisation of works/ methodology	In conformity with article 7 below, it shall show clearly the organisation of the enterprise (methodology of execution, work schedule, site installation, supply of materials, etc)	Date, signature and stamp of bidder at the end of item 10
4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor, (only if the contract may be a subcontract)
5	Attestation of site visit	Attestation of visit to the site where the works are to be carried out. A site visit report signed by the contractor. (see attached format)	Dated and signed by the contractor
6	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and or other civil engineering works realised. (see attached format)	Amount of works, number of and last largest and oldest of final reception report from works executed before 2010 and minutes of pre-qualification reception for 2010 onwards

Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.
Technical specifications	Provided in tender file.	Initialed on every page and Signed and stamped on the last page

ENVELOPE C: FINANCIAL OFFER

DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
The tender (CV, Technical letter)	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. A Fiscal stamp of 1500 FCFA.
Unit Price Breakdown	Format to be completed showing detail breakdown of prices.	Initials on each page, all pages stamped.
Bill of Quantities and Cost Estimates	Format to be completed.	Initials on each page, dated, signature on the last page, all pages stamped.
The Sub detail of unit prices	Format to be completed showing the unit prices.	Initials on each page and signature on last page, all pages stamped with enterprise function stamp.

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

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

Materials, materials, supplies equipment and authorised services

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

Bidders remain qualification criteria of bidders

Qualification criteria relating to the qualification of candidates could indicatively be on the following:

- Presentation of the tender files;
- References of the company in similar achievements;
- Quality of the personnel requested;
- Information and report of site visit;
- Detailed organization of the works,
- Programs put aside for this project,

Technical Clauses initialed in all the pages and signed, stamped and dated on the last page;

General Administrative Clauses completed and initialed in all the pages and signed, stamped and dated on the last page;

Safety measures on the site.

Financial capability

Any offer that shall not respect (75%) of the above criteria shall simply be eliminated.

Bidders shall remain bound by their bids for a period of ninety (90) days from date of receipt of last date.

ARTICLE 6: OBLIGATIONS AND CONDITIONS TO TENDER

- 6.1 Any bid that does not respect any of the conditions for tendering shall not be received.
- 6.2 The bidders shall submit seven (07) copies with one (01) original and six (06) copies (including them as such) of his/her bids drafted in English or French at the SIGAMP Service of the EACMP III COUNCIL against a receipt **on or before the 14/07/2026 at 10:00a.m** prompt. The bids shall be received after this time and date.
- 6.3 After submission no bids shall be withdrawn, modified or corrected for any reason. This condition shall apply before and after the submission date.

ARTICLE 7: THE BIDDING DOCUMENTS

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

1. The Tender Notice;
2. The General Regulations of the invitation to tender;
3. The Special Regulations of the invitation to tender;
4. The Special Administrative Conditions;
5. The Special Technical Conditions;
6. The Schedule of Unit Prices
7. The; Bill of Quantities and Estimates
8. The Sub Details of Unit Prices;
9. The Model of Contract
10. The Model Forms

Annex No. 1: Model tender

Annex No. 2: Model Bid Bond

Annex No. 3: Model of Performance Bond (Retention Fund)

Annex No. 4: Declaration Form

Annex No. 5: Model of Start-Off Advance Bond

Annex No. 6: Sub-Unit Price Detail

Annex No.7: Model of Commitment of Availability

Annex No. 8: Model References of The Enterprise

Annex No. 9: Model Equipment List.

Annex No.10: Key Staff

Annex No: 11 Site Visit Report

11. List of banking establishments and financial bodies approved by the Ministry of Finance and finance authorised to issue bonds.

12. The Plans

ARTICLE 8: AMENDMENT OF BIDDING DOCUMENTS

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

ARTICLE 9: CALCULATION OF PRICES

9.1 The amount shall be calculated on the bases of variable prices.

9.2 The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the bill of quantities to be multiplied by the quantities given in order to obtain the amount of his/her offer in francs CFA.

9.3 The price enclosure slip must be completed. Any price lacking on this form shall be considered as zero.

- the corresponding price on the bill of quantities and costs estimates;
- the highest corresponding price furnished by the bidder technically qualified, if it exist in the same lot;
- the average of all the prices of bidders in the same lot if the bidder is the only qualified one.

9.4 The bidder shall express the prices in the PES and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.

9.5 The prices on the PES shall have priority over those of the BQCE and PE. They shall serve as the basis for calculation of the bidding amount.

9.6 The eventual calculation errors shall be corrected by the Sub Committee for Analysis and Award and corrected if necessary without any complaints from the bidder.

ARTICLE 10: PRESENTATION OF BIDS

a. Signature of bids – Power of Attorney

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

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

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

b. Presentation of bids

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

10.3.1 The documents are to be arranged in the above order and separated with colour paper.

10.3.2 The Price supplied with tender file should not be submitted.

c. SUBMISSION OF OFFERS AND OPENING OF BIDS

10.4 A, B, and C are to be uploaded on the COLEPS platform; www.marchespublics.com marked "BIDDING DOCUMENTS, TECHNICAL OFFER or FINANCIAL OFFER" as the case may be. The three files shall be uploaded into a backup USB flash drive and placed in an envelope, sealed and shall carry the following inscriptions:

CONSULTATION NO: 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 OF 01/07/2026
FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH,
CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE
ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION,
MEZAM DIVISION OF THE NORTH WEST REGION >

(TO BE OPENED ONLY DURING THE BIDS OPENING SESSION)

10.5 The three (03) volumes in PDF Format shall then be enclosed in a USB Flash drive bearing only the reference of the quotation in question.

All bids shall be deposited at the Service of Contracts of infrastructures at the MINISTRY OF INFRASTRUCTURES and TRANSPORTS against a receipt according to the schedule in the tender notice. In the case where the envelope shall not be sealed or without the inscription on it, the administration shall assume all responsibility for misdirection or premature opening. Any bid opened prematurely shall be returned to the bidder.

ARTICLE 11: TECHNICAL PROPOSALS

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

ARTICLE 12: BID BOND

The bidder shall furnish a bid bond (provisional caution) of 2,000,000 (Two million CFA francs) from a banking institution of the first order accredited by the Ministry in charge of Finance to conform to the criteria of COBAC accompanied by a CDEC Receipt.

ARTICLE 13: TENDER

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

ARTICLE 14: CURRENCY

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

ARTICLE 15: PAYMENT MODALITIES

The contractor shall be paid upon presentation of monthly instalments "Décomptes" established from attachments signed by Project Manager and visa by the Delegated Contracting Authority. The work progress, presented by the Contract Engineer and countersigned by the Contract Manager (Authorising Officer) and the Contractor.

ARTICLE 16: IMPORTATION OF MATERIALS

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

ARTICLE 17: VERIFICATION OF BIDS

- 13.1 The administration has a period of one (01) month to examine the bids and make the observations. It shall eventually rectify, as indicated in article 5.3, the bidding amount without any objection from the bidder.
- 13.2 At the request of the tender board, the bidder shall furnish in writing, within seven (7) calendar days, any information necessary for the examination of his/her bid or concerning any omissions noted.
- 13.3 The tender board reserves the right to convoke the bidder at his/her expense for complementary explanations. Any errors discovered by the tender board shall be as follows:
 - 13.3.1 Where there exist a difference between the amount in figures and the amount in letters, the amount in letters shall be taken as correct;
 - 13.3.2 Where there exist a difference between a unit price and the amount obtained by the product of the unit price and the quantity, the unit price shall be taken, except the tender board decides otherwise in the case of an error of decimal point, in which case the amount is taken and the unit price corrected;
 - 13.3.3 The sub-committee for the evaluation of bids, whose president shall be designated by the Delegated Contracting Authority, shall be constituted during the bid opening session.

ARTICLE 18: VALIDITY OF BIDS

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

ARTICLE 19: OPENING/EVALUATION OF BIDS AND CHOICE OF CONTRACTOR:

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

9.1 OPENING OF ENVELOPES (A) (B) and (C) (FIRST STAGE)

9.1.1 OPENING/EXAMINATION OF ENVELOPE (A):

Administrative documents shall be opened in public and the conformity of the documents shall be verified. The administrative documents must be complete, valid and authentic. The bid bond must accompany the formal submitted. Only bids with documents that meet these requirements shall have their financial stage evaluated.

ADMINISTRATIVE DOCUMENTS.

DOC UMENT N°	DESCRIPTION	YES	NO
1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).		
2	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.		
3	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.		
4	Purchase receipt of tender file issued by BAMENDA III Municipal treasury (NOT APPLICABLE).		
5	A bid bond of 2,000,000 (Two million francs) FCFA issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions accompanied by a CDEC Receipt		
6	Attestation of 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.		
7	Attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)		
8	Certificate of fiscal conformity certifying that the bidder owes no taxes owed by the director or the head of taxcenter.		
9	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.		
10	Certified copy of certificate of incorporation		
11	An Attestation of site visit signed by the contractor		
12	Group agreement as the case may be.		
13	Power of attorney authorizing signatory to engage the enterprise in the tender		
14	The Special Administrative Conditions (SAC/CCAP), initialled on each page and signed, dated and stamped on the last page		
15	Attestation and plan of localization of the enterprise		

• **OPENING/EXAMINATION OF ENVELOPE (B)**

(Technical Offer) shall be opened in public to determine whether the file is complete, the authenticity of documents checked and whether the documents are legalised by the competent authority concerned and placed in the recommended order.

• **OPENING/EXAMINATION OF ENVELOPE (C)**

(Financial Offer) shall be opened in public but evaluated only for bids that have passed through the first two steps.

Bid amounts shall be read out in public as inscribed in the financial offer of the bidder.

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

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

19.2 EVALUATION OF TECHNICAL OFFER

BAMENDA III COUNCIL

TECHNICAL ANALYSIS

THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION

PRESIDENT:

SECRETARY:

MEMBER:

PROJECT OWNER:

TENDER No: OF

CONTRACTORS:

)

)

)

Eliminatory Criteria (See evaluation of administrative files)

Designation

a. General presentation of bids

1

Presence of all documents

2

Properly bind (Not Applicable)

3

Separators in colour apart from white

4

Order prescribed respected

5

Table of content page

Colour sheets separation apart from white

BIDDERS

EVALUATION

(Yes or No)

TOTAL a		6	6	/6
b. The company references		EVALUATION (Yes or No)		
References of the company in civil construction or similar works for the past Five years				
a. 03 cumulative Certified copy of contracts above 100 million (1 st and last page) and PV of provisional reception for projects executed within the last five yrs (pluri annual projects)				
a. 03 cumulative Certified copy of similar contracts below 100 million and more than 50 million (1 st and last page) and PV of provisional reception within the last five yrs (pluri annual contracts)				
TOTAL b		2	2	/2
c. Equipment		EVALUATION (Yes or No)		
Provision of ownership or hire of a liaison vehicle (Pick up 4 x 4 or van) (used or owned)				
Provision of ownership or hire of a truck of atleast 20 tonnes capacity				
Provision of ownership or hire of a bulldozer of good condition				
Provision of ownership or hire of a compactor in good condition				
Provision of ownership of a survey kit				
Provision of ownership of a grader				
Provision of ownership of a masonry kit				
TOTAL c		07	07	7/0
d. Personnel of the Enterprise		EVALUATION (Yes or No)		
Works Engineer: Civil Engineer or Bachelor in Civil Engineering with atleast 05 yrs of experience.				
Certified copy of valid national identity card				
Duly signed work Engineer certified				
Certified and dated by works Engineer				
Availability or availability duly signed by bearer and dated				
Site foreman: Senior Civil Engineering technician or HND with atleast 03 yrs experience				
Certified copy of valid national identity card				
Certified copy of certificate of Foreman				
Signed and dated by site foreman				
Availability or availability duly signed by bearer and dated				

	Chief carpenter: Atleast CAP in wood work/joinery atleast three years			
9	Certified copy of valid national identity card			
10	Certified copy of diploma			
11	Cv signed and dated			
12	Attestation of availability dully signed by bearer and dated			
	TOTAL d	12	12	2
	e) Technical Proposals		EVALUATION	
			(Yes or No)	
1	Attestation of site visit			
2	Site visit report duely signed by the Contractor			
	TOTAL e	2	2	
	f) The methodology of intervention and execution of work		EVALUATION	
			(Yes or No)	
1	Site organisation in teams or options			
2	Description of the socio - environment measures for site protection			
3	Dispositions prevued for the securisation of personnel and and other ussers			
4	Use of local manpower			
5	CCTP dully initialled and dated on each page and signed on the last page			
	TOTAL f	5	5	
	g. Planning of execution of works		EVALUATION	
			(Yes or No)	
1	Manpower deployment plan			
2	Material deployment plan			
3	Organisational chart of the enterprise			
	TOTAL g	3	3	
	I. Pre-financing		EVALUATION	
			(Yes or No)	
1	Attestation of credibility shall be at least 55% of the bid price			
	TOTAL	1	1	
	GRAND TOTAL	38	38	5

NB: The minimal technical acceptable mark is 75% of the technical marks, i.e., 28.5. Having less than 75/100 of the technical marks shall be eliminated.

Resolution:

FINANCIAL ANALYSIS

EVALUATION

C

Unit Price Schedule

Bill of Materials and Cost Estimate

Breakdown of prices

Bidder's financial Offer

(30) the non-existence or laxity noticed at the study of prices and Arithmetic errors shall be corrected by the Technical Sub Committee with respect to the invitation to Tender

FINANCIAL RESOLUTION OF THE EVALUATION COMMISSION (use the corrected offer)

2.3: EVALUATION OF FINANCIAL OFFER:

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

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

2.3.1: CHOICE OF CONTRACTOR (CRITERIA OF AWARDING CONTRACT):

According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the lowest bidder, careful study must be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount.

ARTICLE 21: PROCEDURE OF AWARD OF CONTRACT

The result from this tender shall be prepared, awarded and executed according to the rules and laws determined by the legislation in force for Public Contracts.

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

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

Once the Delegated Contracting Authority has signed the contract, the contractor shall be notified immediately. He has three (03) days to contact the Authorising Officer for the beginning of the works following notification of the Service Order to start work by the Project Manager. Failure to respect the date line shall call for withdrawal and eventual cancellation of contract.

2.1.3 The pre-award contract can be cancelled outright in the cases provided for by Decree 2018-366 of 10 June 2018 in the Public Contracts Code.

PART 04
SPECIAL ADMINISTRATIVE CLAUSES (C.C.A.P)

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THE SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

CHAPTER I: GENERAL

Article 1: Subject of contract

The subject of the contract must be in consonance with article 1 of the GAC relating to the scope of application.

The subject of this contract shall be for THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE IN NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH CURBS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, IN AGRICULTURAL SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.

Article 2: Contract award procedure.

This contract shall be awarded by Consultation No: 005/CF/MUT/AGR/BIHC/BIHC/18/MUT/01/07/2026

Article 3: Definitions and duties (article 2 of GAC supplemented)

3.1 General definitions (cf. Code)

- The Contracting Authority shall be: The Mayor of BAMENDA III COUNCIL. He ensures the preservation of originals of said contract, having to ensure the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Project Owner is the Mayor of BAMENDA III COUNCIL. He represents the financial administration of the works.
- The authority in charge of the effective execution of the works: the Ministry in charge of Public Contracts.
- The Attributions of Contract Manager are devolved on the Council Delegate of Public Works of BAMENDA III COUNCIL who on the basis of the works' attachment, signs and releases the payments.
- The Contract Engineer shall be The Divisional Delegate of Public Works MEZAM hereinafter referred to as the Engineer.
- The Project Manager shall be Chief of Technical Service of the Divisional Delegation of Public Works MEZAM.

3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be: The Mayor of BAMENDA III COUNCIL.
- The authority in charge of the clearance of expenditures shall be the Director of General Affairs to the Minister of Public Works.
- The body or official in charge of payment shall be Specialised Paymaster of the Ministry of Public Works.
- The official competent to furnish information within the context of execution of the contract shall be the Mayor of BAMENDA III COUNCIL.
- The Attributions of the Project Manager is to the Chief of Technical Service of Divisional Delegation of Public Works MEZAM in charge of control and supervision of the works who examines, verifies, testifies and approves the quality and quantity of all work executed. In consequence, he is qualified to prescribe all the dispositions that he deems necessary and confirms all the works well done. He works in collaboration with the Contract Manager.

Article 4: Language, applicable law and regulation

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

1.3. The Contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon and to apply them to his own organization and in the execution of the contract.

1.4. If 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 to either party.

Article 3: 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 contract)*

1. The order of commitment letter;
2. The Bids, tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) here under;
3. The Special Administrative Conditions (SAC);
4. The Special Technical Conditions (STC);
5. The documents 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 the prices and the sub-details of unit prices;
6. Other documents, notes, trial documents, geotechnical documents
7. The General Administrative Conditions applicable on MINEE contracts that went into effect by Order No. 032/CAB/PM of 13 February 2007;
8. The General Technical Condition(s) applicable on the services forming the subject of the contract

Article 4: General Instruments in force

4.1. The contract shall be governed by the following general instruments Framework Law No. 96/12 of 5 August 1997 on the management of the environment;

1. The Mining Code ;
2. Instruments governing the various professional bodies;
3. Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
4. Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
5. Decree 2018-366 of 20 June 2018 to institute the Public Contracts Code;
6. Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
7. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
8. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
9. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
10. Circular N° 00000006/C/MINFI of 30 December 2023 on the instructions relating to the execution of the finance laws, monitoring and control of the execution of the budget of the state, and other public entities for the 2026 financial year;
11. Unified Technical Documents (DTU) for building works;
12. Applicable standards ;
13. Other instruments specific to the domain concerned with the contract.

Article 5: Communication (Articles 6 and 10 supplemented)

5.1. All communications within the framework of this contract shall be written and notifications sent to the following address:

- a) In the case where the contractor is the addressee: Sir/Madam.....

Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the province in which the work was carried out;

- b) In the case where the Project Owner is the addressee:
Sir/Madam [to be specified] with a copy addressed to the Contracting Authority, the Contract Manager, Contract Engineer, Project Manager and where needed to 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

7.2. The contractor shall address all written notifications or correspondences to the Project Owner 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 objectives, the amount and execution deadline shall be signed by Contracting Authority and notified to 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 price up to the amount of the Paying Body shall possibly be required before the signature of those that have to be paid 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 Major Impediment shall be signed by the Contracting Authority and notified 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 defects which must appear on the structures during the guarantee period and not related to normal usage shall be signed by the Project Owner upon the proposal of the Contract Engineer and notified to the contractor by the Contract Engineer, with copies to the Contracting Authority.
- 8.7 The contractor has a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.
- 8.8 Concerning Administrative Order signed by the Contracting Authority and notified to 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 9: Contracts with conditional phases (Article 9 of GAC)

- 9.1 If the contract has several phases,
At the end of a phase, the Project Owner shall carry out the acceptance of the work and give an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be [to be specified].

Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)

10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).

10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner within the days following notification of the Administrative Order to start execution. The Contract Manager has Seven (7) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.

10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

CHAPTER II: FINANCIAL CONDITIONS

Article 1: Guarantees and bonds (Articles 29 and 41 of GAC)

1.1 Bid bond

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

The bid bond shall be transmitted to the Contract Manager within a maximum deadline of twenty (20) days after the signature of the contract.

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

1.2 Performance bond

The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes.

The retention or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Project Owner upon request by the contractor.

1.3 Guarantee of start-off advance

1.3.1 Request for the start-off advance

At the express request of the contractor, a start-off advance not exceeding 20% of the contract amount shall be granted. This advance shall be 100% guaranteed by a first-rank banking institution based in the country and approved by the Ministry in charge of Finance. The bond shall be drafted according to the model included in Appendix.

1.3.2 Refund of the start-off advance

The start-off advance shall be refunded by deducting 30% of the amount of each payment on account due from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 80% of the value of the contract. Whatever the case, refund must be over one month to the end of the duration of the contract.

1.3.3 Release of bond

When the start-off advance is refunded, the delegated Contracting Authority shall release the start-off advance bond if the contractor requests it.

Article 2: Amount of the contract (Articles 18 and 19 of GAC supplemented)

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

Amount exclusive of VAT: () CFA F
Amount of VAT: () CFA F.
Amount of TSR and/or () CFA F
Net to be paid: EVAT-TSR and/or AIR

Article 3: Price and method of payment

3.1 Unit price

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 the Project Owner 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 the Project Owner account No. _____ opened in the name of the contractor in the _____ bank.

Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm and non-revisable.

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

14.2 Price updating modalities (where applicable)

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

The prices of this contract shall be firm and non-reviewable

[Comply with Circular No. 003/CAB/PM of 31 January 2011]

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

The prices of this contract shall be firm and non-reviewable

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

17.1 The percentage of works under State supervision shall be 2 % of the amount of the contract, in addition to the additional clauses, where applicable.

17.2 In the case where the contractor was invited to execute works under State supervision, the government shall reimburse 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 40 percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate fixed by the Project Owner at the time of prices;
- Building materials and materials shall be reimbursed at cost price duly increased by 10% 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 administrative expenses.

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

This contract is at unit price and lump sum

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

19.1 NOT APPLICABLE

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

Article 20: Advances (article 28 of the GAC)

20.1 The Contracting Authority shall grant a start-off advance of 20 % of the amount of the contract, exclusive of taxes.

20.2 This advance whose value cannot exceed twenty (20) percent of the initial contract amount, exclusive of taxes shall be guaranteed at one hundred (100) percent by a banking establishment or a first-rate financial institution in accordance with the instruments in force in Cameroon law or a first-rate financial institution in accordance with the instruments in force in the country of origin of the contractor, to be reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Conditions of the Tender File.

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

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

20.5 The possibility of granting start-off advance or advance for supplies must be expressly stated in the Tender File.

Signing of the general and final account without reserve by the contractor shall definitively settle the parties and put an end to the contract, except for issues concerning default interests.

- Payment of works :

Payment shall be done by the Specialized Finance Controller to the Minister of Public Works after receiving accounts drawn up by the Contract Engineer and signed by the Mayor bearing the stamp of the Service of Follow up of Projects upon presentation of an account drawn up by the contractor in two (02) copies including the stamped original copy.

Each request for payment shall include the following documents:

A. Common documents

1. The Mayor's payment request addressed to the the Minister of Public Works;
2. The Funding agreement between the Minister of Public Works and the Municipality within the framework of the project for which payment is requested;
3. The original contract (s), the jobbing order or the purchase recorded for the start off advance and the photocopy of the contract for the following ones,
4. The original copy of the registered receipt for the start off advance or the first bill and photocopies for the others;
5. The Tax Notice,
6. The report of work executed, for partial provisional acceptance, general provisional acceptance or final acceptance of works signed by at least two-thirds (2/3) of the members of the commission including the President,
7. The bill (start off advance or partial or final or holdback) stamped and signed by all stakeholders (the contractor, the project manager, the contract Engineer and Manager, and liquidated on the back by the Project Owner),
8. The validated attestation of **non-indebtedness**,
9. The valid original copy of the attestation of Bank Account (not more than three months),
10. The original copy of the certificate of non-exclusion from Public Contracts (only for public works),
11. A photocopy of the company's civil liability insurance including the photocopy of all the civil insurance (only for works of contractors) - **Except holdback**,
12. A photocopy of the final bond - **Except holdback**,
13. The delivery note signed by the contractor and the vote holder, or delivery note or attestation of service signed by the Manager or the vote holder, or the attachment signed by all appointed members in accordance with the contractual provisions,
14. A photocopy of the warranty certificate of at least six months for the equipment and maintenance,

B. Documents specific to request for the start-off advance payment;

- 1 The original copy of the start-off advance deposit or **Guarantee of start-off advance**
- 2 Notice of approval of the plan of works Execution,
- 3 The plan of Works Execution.

C. Documents specific to request for payment of bill No 1;

- 1 The Service order to start works,
- 2 The project Managers Activity report.

D. Documents specific to request for partial payments;

- 1 The detailed works Execution or services rendered stamped and signed by the contractor, the Project Manager or the contract Engineer;
- 2 The Minutes of works executed.

Documents specific to request for final bill payment requests;

1. the final detailed works Execution or services rendered stamped and signed by the contractor, the Project Manager or the contract Engineer;
 2. the final plans of the infrastructures (for works contractors) and the final inspection report (the Project Managers);
 3. the original copy of the general provisional acceptance or technical acceptance of works report.
- Documents specific to the payment requests of holdback;**
1. the original copy of the final acceptance of works report.
 2. the original copy of the certificate of release of retention signed by the Project Owner,

Interest interests

Interest interests shall be paid by statement of the amounts owed.

Currency

The currency of the tender and payment shall be the CFA Franc.

Article 20: Start-off account of start-off account (if applicable).

Documents specific to request for the start-off advance payment;

1. the original copy of the start-off advance deposit,
2. the notice of approval of the plan of works Execution,
3. the plan of Works Execution.

Article 21: Interest on overdue payments (Article 31 of the GAC)

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

Article 31: Penalties (Article 32 of the GAC supplemented)

A. Penalties for delay

The amount set for penalties for delay shall be set as follows:

1. one two thousandth ($1/2000^{th}$) 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;
2. one thousandth ($1/1000^{th}$) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

The total 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]

In addition to 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:

- Representative of the Co-contractor: 10,000F/d of delay beyond fifteen (15) days from the date of notification of the start-up Service Order;
- Name of the Co-contractor: 10,000F/d late beyond fifteen (15) days from the date of notification of the start-up Service Order;
- List of personnel and equipment: 20,000F/d late beyond fifteen (15) days from the date of notification of the start-up Service Order;
- Insurance: 20,000F/d of delay beyond fifteen (15) days from the notification of the start-up Service Order.
- Final deposit: 20,000F/d of delay beyond twenty (20) days from the notification of the Start-up Service Order;

- Execution schedule: 50,000F/d late beyond thirty (30) days from notification at the receipt of Service Order.

NB: 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 each of the enterprises, where need be.
2. Indicate the method of payment of sub-contractors, where need be.

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

- 25.1 After completion of the works and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sum to which the contractor may be entitled as a result of the execution of the whole contract. The draft final detailed account is forwarded to the Project Manager, after the date of provisional acceptance for examination.
- 25.2 The Project Manager has a deadline of two weeks to notify the corrected and approved draft to the Project Manager.
- 25.3 The contractor has a maximum of one month to return the signed final detailed account.

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

- 26.1 At the end of the guarantee period which results in the final acceptance of the works, the Project Manager draws up the general and final detailed accounts of the contract after a period of one month which he has had signed jointly by the contractor and the Contracting Authority. The detailed account includes:
 - the final detailed account,
 - the balance
 - the summary of monthly payments on account.

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

- 26.2 The contractor has a maximum of one month to return the signed final detailed account.

Article 27: Tax and customs regulations (article 36 of the GAC)

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which includes company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
 - i) Duties and taxes of entry into Cameroonian territory (customs duties, VAT, company taxes);
 - ii) Council dues and taxes ;
 - iii) Dues and taxes relating to the extraction of building materials and water.

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

All taxes inclusive prices mean VAT included.

Article 28: Stamp duty and registration of contracts (article 37 of GAC)

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

CHAPTER III: EXECUTION OF WORKS

Article 29: Nature of the works (article 46 of GAC)

Article 1: The project shall consist in THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING
GUMBI AND INTAKHEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS
ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III
DISTRICT, MEZAM DIVISION OF THE NORTH WEST REGION.

Article 2: Site installation

Before the commencement of works, the contractor must make sure that he respects the elements of
the environment especially the location of the structure shown to him during the site visit.
If for one reason or the other the initial location shown to the contractor during the site visit has
to be changed in this phase, the following commission members will be convened to establish a report of
the said situation:

- ✧ The authorizing authority.....(Chairperson)
- ✧ The Divisional Delegate of MINMAP or his representative;.....(Observer)
- ✧ The Divisional Delegate of MINTP or his representative.....(secretary)
- ✧ The DD MINEPAT for Mezam.....(member)
- ✧ The Chief of Technical Service Public Works for Mezam(member)
- ✧ The Council Development Officer(member)
- ✧ The council engineer..... (member)
- ✧ The representative of the beneficiary population(member)
- ✧ The contractor.....(member)

Article 3: Role and responsibilities of the Project Owner (GAC supplemented)

33.1 The Project Owner shall be bound to furnish the contractor with information necessary for the
correct performance of his mission and to guarantee, at the cost of the contractor, access to sites of projects.

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

Article 4: Execution time-limit of the contract (article 38 of the GAC)

Article 4: The time-limit for the execution of the works forming the subject of this contract shall be: **Four (04)**
months.

Article 4: The 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 5: Role and responsibilities of the contractor (article 40 of the CAG)

A monthly and general plan of progress of the works shall be communicated to the Project Manager in
writing, copies at the beginning of each week.

Article 6: Provision of documents and site (article 42 of the GAC)

The project manager shall provide a copy of the plans featuring in the Tender File shall be submitted by the Project Manager.
The Project Owner shall make available the site and access ways to the contractor at the appropriate
stage of the works progress.

Article 7: Insurance of structures and Civil or Rural 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 8: Documents to be furnished by the contractor (Article 49 of the GAC supplemented)

8.2.1 The programme of works, Quality Assurance Plan and others (to be specified).

a) Within a minimum deadline of *thirty (30) days* from the date of notification of the Administrative
order to commence execution, the contractor shall submit in six (6) copies for the approval of Contract
Manager [after the endorsement of the Project Manager and the Contract 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 and Contract Engineer then has a deadline of five (5) days to give his approval or to give his 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 draft execution schedule neither be ascertained nor paid for. The updated and approved schedule will become the execution 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 programming 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 contract or the nature of the work, the Contracting Authority shall return the execution schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

Prior to the start of the work, the execution of works programme shall have received the approval of Approval of MINTP solicited by the company, care of the Contracting Authority. The Notice of Approval or rejection of execution programme, shall be carried out within time limits not exceeding twenty (20) calendar days with effect from the date of submission to MINTP of the Execution programming approved by the service Head and the Contract Engineer.

- b) The Environment Management Plan should bring out notably the choice technical for the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the work and installation sites.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to employ as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (calculations and drawings) necessary for the construction of the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most 30 days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] has a deadline of [fifteen (15) days] to make known his observations. The contractor then has a deadline of [eight days] to provide a response file including the said observations.

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

Article 36: Organisation and safety of sites (article 50 of the GAC)

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of one month after the notification of the Administrative Order to commence work.

36.2 The services to inform in case of interruption of traffic or along the deviated line are [to be specified in accordance with article 50(2) of the GAC].

the contractor the special measures demanded of the contractor, other than those provided for in the contract, in terms of hygiene and safety and for circulation around or in the site.

article 47: Implantation of structures

17.1 The Project Manager shall notify within 15 days following the date of notification of the Administrative order to commence work, the basic points and levels of the project.

article 48: Sub-contracting (article 54 of the GAC)

18.1 The works to be sub-contracted shall be 30 % of the initial amount of the contract and its sub-contract shall be approved.

article 49: Site laboratory and trials (article 55 of GAC)

19.1 If necessary, the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

19.2 The Project Manager has a deadline of 07 days to approve the contractor's personnel and equipment as soon as the request is made.

article 50: Site logbook (article 56 of the GAC supplemented)

20.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where appropriate and the contractor's representative each day.

20.2 It is a print document in a single copy. Its pages must be numbered and initialled. No page should be torn out, the erased or cancelled parts must be mentioned on the margin for validation.

article 51: Use of explosives (article 60 of the GAC)

21.1 The use of explosives shall only be accepted with authorisation from the Ministry concerned.

CHAPTER IV: ACCEPTANCE

article 52: provisional acceptance (article 67 of the GAC)

22.1 To obtain provisional acceptance, the contractor shall request in writing from the Project Manager, the authorisation of a technical visit required before acceptance.

22.2 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;
- Ascertaining the possible non-execution of works provided for under the contract;
- Ascertaining the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

22.3 These operations shall give rise to a report drawn up on the spot, signed by the Project Manager and approved by the contractor.

22.4 Following this pre-acceptance visit, the Project Manager may indicate the reserves to be lifted and the corresponding works to be carried out before the date of provisional acceptance which he shall agree in agreement with the contractor.

22.5 The visit included in the operations prior to acceptance shall include the geotechnical studies of the soil for the foundation of the building

22.6 Possible ascertainment of the folding up of the site installations and the restitution of the site as was agreed upon and modify if applicable;

22.7 The Acceptance Commission shall comprise the following members indicatively:

- 1. The member of BAMENDA III Council (Project Owner).....Chairman
- 2. The DELEGATION/MEZAM DIVISION (Contract Engineer).....Secretary
- 3. The Project Contract Manager (CDO BAMENDA III Council).....Member
- 4. The Provincial Delegate of MINMAP;Observer
- 5. The Project Manager (CIS PW Mezam).....Member
- 6. The Technical EngineerMember
- 7. A representative of the population benefitting from the works.....Member
- 8. The contractor or his representative.....Member

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

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

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

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

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

42.4 There is no provision for partial acceptance.

42.5 The guarantee period commences from the date of provisional acceptance of the works.

Article 43: Documents to be furnished after execution (article 68 of the GAC)

43.1 At the completion of the works and within 30 days after the provisional reception, the contractor shall provide all working documents including proof of origin of material used and their location, along with all associated geographical coordinates.

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

Article 44: Guarantee period (article 70 of the GAC)

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

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

45.1 Final acceptance shall take place within a maximum deadline of fifteen (15) days after the expiry of the guarantee.

45.2 The Project Manager shall be member of the commission.

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

CHAPTER V: SUNDRY PROVISIONS

Article 46: Termination of the contract (article 182 of the GAC)

The contract may be terminated as provided for in Decree No. 2018/366 of 20/06/2013, instituting the Public Contracts Code.

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

Article 47: Case of Major Impediment (article 75 of the GAC)

If the contractor were to raise the issue of force majeure, the thresholds below which claims shall be admitted are:

- Rainfall: 200 millimetres in 24 hours;
- Wind: 40 metres per second;
- War in the area of execution of the job;
- Flood: decennial flood frequency.

Article 48: Disagreements and disputes (article 79 of the GAC)

Disagreements and disputes resulting from the execution of this contract may be settled amicably.

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction, subject to the following provisions: [to be filled, where need be].

Article 49: Production and dissemination of this contract

Article 8. Five copies of this contract shall be produced at the cost of the contractor and furnished to the Contracting Authority.

Article 9 and last: Entry into force of the contract

The contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is delivered to the contractor by the Contracting Authority.

PART 05
SPECIAL TECHNICAL CONDITION (C.C.T.P)

5.1. TECHNICAL SPECIFICATIONS OF WORKS

5.1.1. OBJECT OF THIS DOCUMENT

This book of technical specification of works is aimed at setting the rules and techniques of construction as well as the procedure of work envisaged - THE CONSTRUCTION OF AN 8 X 100 FT BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.

5.1.2. ORIGIN OF MATERIAL

The necessary borrow sites shall be indicated by the supervisor after running identification tests on the materials.

When a borrow site chosen by a contractor is approved, he/she has to carry out sufficient number of samples and run the necessary identification tests which shall be compiled in a single document and submitted to the supervisor for approval. This shall comprise;

- Plan of localisation of the borrow pit
- Thickness of top soil
- the exploitable layer and volume
- Test results on natural moisture
- Test results on sieve analysis
- Test results on atterbergs limits
- Test results on modified proctor
- Test results on CBR

The Contractor can start the exploitation of any identified quarry upon the approval of the supervisor.

The approval can be withdrawn at any time the supervisor deems the borrow pits no longer producing quality material.

5.1.3. PROCEDURE OF WORK

Each part of the works was conceived according to the principles of the construction of road & bridge.

5.1.4. CONSISTENCE OF WORK

This complete project comprises the following lots:

6000 Lot 1: Lot 1

7000 Lot 2: Lot 2

7000 Lot 3: Lot 3

7000 Lot 4: Lot 4

7000 Lot 5: Lot 5

7000 Lot 6: Lot 6

The works shall be executed as outlined in the next few paragraphs

5.1.5. WORK IN HIMO

The specificity of HIMO (high intensity of manual work) consists in fighting against poverty by the creation of temporary employment for local unqualified labour and the use of local materials in the building work. The recruitment of the unqualified personnel must be done through a convention of local labour between the contractor and the representative of the community.

In the case of this project, one of its objectives is the use of HIMO which is the use of temporary jobs in order to fight against poverty, the company should use and offer unqualified local labour of the project area for the completion of the work quoted under the following subparagraph. The financial repercussions to the profit of the beneficiaries will have to be in theory from 5 to 15% of the value of the tender, of which a part is assigned to the female labour.

Within the framework of the completion of the work, objects of this Invitation to tender, the following tasks must be carried out manually:

- 1) Cleaning of the site of the infrastructure
- 2) felling/pruning of trees
- 3) Construction of the bridge
- 4) Participation as labourers in the realization of the body work
- 5) Participation as labourers in the realization of finishing works
- 6) Forestation

5.1.5. BASES FOR CALCULATION

While carrying out the work, the legislative, administrative and technical texts in force in the Republic of Cameroon must be respected: Most particularly, the technical specifications (P.T. 1), and the recommendations of the C.S.T.B.

- Reinforced concrete:

Technical rules of Design and Calculation of the Reinforced Concrete Works, within the limit states Rule BAEL 91 MOD 99.

- Climatic requests

Rules defining the effects of winds known as, rules NV 65.

- Evaluation of permanent charges and of exploitation overloads

The evaluation of permanent charges and exploitation overloads will be given from:

- Standard NF P 06 - 004 for permanent charges and the exploitation costs due to the forces of gravity
- Standard NF P 06 - 001 for the running costs of the buildings.

5.2. EXECUTION OF WORKS

5.2.1. COMPLEMENTARY STUDIES

Before the commencement of works, the contractor must carry out a complementary geotechnical study in the presence of the Contract Engineer and/or controller to determine the bearing capacity of the soil to receive the foundation of the bridge. The results of this geotechnical test shall be used to verify the actual calculations presented in this document and if need be, modifications to the foundation of the bridge may be carried out.

5.2.2 EXECUTION DOCUMENTS.

The execution documents mentioned here shall be submitted by the contractor at the following times:

1. The geotechnical studies of the soil;
2. The works execution program which shall comprise the detailed calculations and studies carried out by the contractor, the personnel and equipment which the contractor intends to use as well as the detailed plans of works to be executed.
3. The performance bon for the project.
4. An insurance policy for the project.

By the validation of our works execution plan by the control engineers of the project, we shall ensure that it is respected.

5.2.2. INSTALLATION OF THE WORKING SITE

The installation of the working site will be at the expenses of the executing enterprise. It will include:

- The construction or renting of a base where the equipment of the contractor shall be kept;
- The construction of a provisional fence round the base;
- Provisional water connections, electricity and telephone;
- The cleaning and the guarding of the project site;
- Necessary measures for the respect of legal/lawful provisions relating to hygiene and safety on site. (Installation of a latrine, provision of drinkable water, provision of a first aid box equipped with products such as: aspirin, nivaquine, adhesive plaster, band-aids, bands, compress, alcohol...);
- Provisional access roads to the project site;
- A storeroom on site;
- A site office, where the site book, the building plans will be available permanently throughout all realization of works;
- An office or room of at least of 8 m² equipped with a table office and two chairs reserved with the Project superintendent;
- A meetings room for the building site which can receive at least 5 people equipped with a table, two benches of 1.5 m, a display board for plans and planning placed permanently.

Waste receptacles to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and waste to be deposited in a vat for recovery or a dump pit. This pit must be located at least 100m from installations and in the event of presence of water with at least 150m. At the end of work, the pit is to be filled with ground up to the level of the original ground.

5.2.3. THE PROJECT SITE SIGNBOARDS

Large very visible site signboards shall be displayed on positions indicated by the project manager. These building site signboards shall be according to the model provided in the annex 33.

5.2.4. ORGANISATION OF DIFFERENT WORK POST

A site installation will be done in order to ease our work and circulation in and out of the site. A site barack will be constructed; in which we will packed some of the construction materials. This site installation will be done such that, the site functionality and coordination will be fluid. To better illustrate this, we have established a site installation plan which will serve as a guide as we install the site.

5.2.5. MODE OF EXECUTION OF WORKS

Concrete Works.

The scope of concrete works shall include the following:

- Installation of concrete production units

- Procurement and delivery to site of cement, sand, aggregates and any other concrete production ingredients
- Setting up of temporary workshop and production of formwork elements
- Setting up of unit for iron bending
- Fixing of rods and divers embedded items
- Erection of formwork
- Production of concrete (batching)
- Casting of concrete
- Execution of surface finishes on concrete

Our prime quality objectives for the concrete works shall be to ensure that all of the specifications are met, especially those relating to concrete strength and surface finish.

To ensure that the specified physical characteristics of sand and aggregates are respected, all sand and aggregates to be used for concrete production shall be well selected.

The required concrete shall be produced on site. Concrete production on site will of course require stocking of sand, aggregates and cement on site. Within the space limitations at site, these concrete production ingredients shall be stockpiled on site in sufficient quantities to prevent any interruption of concrete works.

Once in place, the concrete shall be consolidated by means of simple vibration.

Formwork:

Material for formwork shall be wood. This shall be cut, shaped and assembled on site to the required forms and sizes. Simple conventional wooden formwork shall be used for the construction of the various concrete structural elements (columns, beams, etc.). These shall be fabricated *in-situ* and, lifted into position.

Reinforcement.

On the whole, reinforcement steel shall be cut and shaped using the simple conventional methods and tools encountered on ordinary construction sites.

SUB STRUCTURE

EARTHWORKS

• We shall carry out the excavation works mechanically using excavation machines. However, small excavations can also be done manually with the use of local labour, under supervision by the site Engineer, and the site foremen and skilled technicians. The sides and bottom of excavations shall be well trimmed by skilled labour.

FOUNDATION FOOTING

- Laying of blinding or lean concrete of 5 cm batched at 200 kg/m³.
- Realization of the iron works, form work and concreting of footings for the abutments and wing walls batched at 350 kg/m³
- Realisation of reinforced concrete beams and bridge deck closed at 400 kg/m³.

ABUTMENTS

- Building of reinforced concrete abutments which shall be built with dosage 300 kg/m³
- Casting of reinforced concrete pillars and beams for the abutments closed at 350 kg/m³

- Provision of web holes

DECKING OF THE BRIDGE

The bridge shall be decked with the following

- Cast bridge beams with reinforced concrete
- Cast bridge rib beams with reinforced concrete of 0.3x0.5m and of length of 6m length. The concrete beams shall be dosed at 400kg/m³.
- Reinforced concrete deck dosed at 400 kg/m³
- Provision of drainage holes to drain off water
- Shaping of the bridge deck so the easy evacuation of water

ACCIDENT

- Mixed handrails of reinforced concrete and 60mm metallic poles built according to the build down norms and painted.
- Reinforced concrete deck dosed at 400 kg/m³
- Provision of drainage holes to drain off water
- Shaping of the bridge deck so the easy evacuation of water

2.2.2 SUPPLY OF MATERIALS

Our construction materials will be bought from qualified suppliers approved by the state and the control engineer and will be mainly from Bamenda and Santa. The sand will be gotten from Wum, while the rest of the materials will be bought from Santa and Bamenda. All materials will be from jointly control and approved sites by the contracting parties before delivery.

The quality of building materials shall be controlled and accepted by the two parties before installation and eventual usage.

2.2.3 HEALTH AND SAFETY AT WORK

A first aid team will handle injuries sustain by workers during work while critical cases will be taken to any nearby hospital. To avoid accidents on the project site, we shall ensure that all our workers and visitors on site are in position of helmets, safety boots and jackets. During weekly site meetings, safety topics will be introduced to all the workers on site. The population and our workers will be sensitized against the aids pandemic and other sexually transmitted diseases. Prevention shall be our watch word.

2.2.4 SITE SECURITY

A direction board displaying site installation element, circulation trend, display of position housing material deposit, offices and other facilities will future at the construction site. Access paths easing internal circulation within the base and working areas will be constructed in a way of services, operating positions of warehouses, fabrication posts, offices, administrative areas and material stockage areas to assure internal security of personnel. Temporary structures of wood will be put up to house offices, workstations, warehouses, dressing rooms, conference room for site meetings and fabrication post. A temporal wooden fence will be put in place around the base boundary location. Concreting materials such as sand, gravel, cement, concrete mixer and rod bending production post will be position in function of task operation. Environmental conservation, security measures and life protection will constitute our watch word fixed at all offices, production post and open areas.

DOCUMENT No. 7

SCHEDULE OF UNIT PRICES

**SCHEDULE OF UNIT PRICES FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING
NTAMUCHE AND NTAMKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS
ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE AND A BOX CULVERT IN BAMENDA III
SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.**

Sl. No.	DESCRIPTION	Unit	U.P in words	U.P in figures
	Series 000-Installation			
	Site installations	LS		
	Installation and demobilisation of equipment	LS		
	Implementation program and as built plan	LS		
	Geotechnical studies (environmental studies inclusive)	LS		
	Total Installation			
	Series 100: Site preparation			
101	Site clearance	m2		
102	Diverting flow (diversion of water course/road)	LS		
103	Grading cut of the bridge	LS		
	Total Site preparation			
	Series 200: General Earth works			
201	Excavation of trenches	m3		
202	Backfilling of excavation	m3		
203	Resurfacing of the filled accesses to the bridge with laterite from borrowed pit 1KM on both sides	M3		
	Total General Earth works			
	Series 300 FOUNDATION- ABUTMENT- DECK- WING WALL- GUTTERS			
301	Cast in situ concrete	M3		
302	Lean concrete dosed at 150Kg/m3	m3		
303	Reinforced concrete dosed at 350Kg/m3 for the footings	M3		
304	Reinforced concrete 15cm thick dosed at 350Kg/m3 for the bridge raft	M3		
305	Reinforced concrete dosed at 400Kg/m3 for abutment and wing walls	m3		
306	Reinforced concrete dosed at 400Kg/m3 for the beam seat, curb and kerbs	m3		
307	Transitional Slab(1mx0.1x8)cm length on both sides of the bridge	m3		
308	Embedment of rods HA25 to a rock	ML		
309	Backfilling material behind the abutment	M3		
310	Construction of stone trapezoidal gutters of 100x70x30m	ML		
	Total Foundations- abutments- deck- wing wall			
	Series 400 - EQUIPMENT			
401	Fix guard rails (concrete pillars and metallic pipes)	ml		
402	Warning lights in PVC	U		
403	Warning pipes (PVC 100)	ML		
404	Install the project information sign posts (type AB)	U		
405	Round post markers (Balises) in treated Eucalyptus well seasoned wood	U		
	Total Equipment			
	Series 500 - BOX CULVERT			
	Construction of a box culvert of 1.5X1.5X7M with heads	ML		
	Total box culvert			

PART 07

Bill of quantities and cost estimates

**QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING
NTAMUCHE AND NTAMKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON
BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE AND A BOX CULVERT IN BAMENDA III
SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.**

SL	DESCRIPTION	Unit	QTY	Unit price	Total
	Series 000-Installation				
	Sub-installations	LS	1.00		
	Installation and demobilisation of equipment	LS	1.00		
	Access/execution program and as built plan	LS	1.00		
	Environmental studies (environmental studies inclusive)	LS	1.00		
	Total Installation				
	Series 100: Site preparation				
101	Site clearance	m2	660.00		
107	Temporary flow (diversion of water course/road)	LS	1.00		
108	Construction of the bridge	LS	1.00		
	Total Site preparation				
	Series 200: General Earth works				
201	Excavation of trenches	m3	400.00		
202	Backfilling of excavation	m3	180.00		
203	Reinforcing of the filled accesses to the bridge with laterite from borrowed pit 1KM on both sides	M3	3000.00		
	Total General Earth works				
	Series 300 -FOUNDATION- ABUTMENT- DECK- WING WALL-GUTTERS				
301	Reinforced concrete	M3	150.00		
302	Reinforced concrete closed at 150Kg/m3	m3	6.89		
303	Reinforced concrete closed at 350Kg/m3 for the footings	M3	15.60		
304	Reinforced concrete 15cm thick closed at 350Kg/m3 for the	M3	4.90		
305	Reinforced concrete closed at 400Kg/m3 for abutment and	m3	78.00		
306	Reinforced concrete closed at 400Kg/m3 for the beam	m3	17.76		
307	Reinforced Slabs(1mx0.1x8)cm length on both sides of the	m3	1.90		
308	Reinforced Slabs HA25 to a rock	ML	6.00		
309	Reinforced material behind the abutment	M3	12.00		
310	Construction of stone trapezoidal gutters of 100x70x30m	ML	400.00		
	Total Foundations- abutments- deck- wing wall				
	Series 400 - EQUIPMENT				
401	Reinforced rails (concrete pillars and metallic pipes)	ml	28.00		
402	Reinforced rails in PVC	U	48.00		
403	Reinforced pipes (PVC 100)	ML	12.00		
404	Available project information sign posts (type AB)	U	2.00		
405	Reinforced markers (Balises) in treated Eucalyptus well	U	16.00		
	Total Equipment				
	Series 500 - BOX CULVERT				
	Construction of a box culvert of 1.5X1.5X7M with heads	ML	7.00		
	Total Box culvert				
TOTAL AMOUNT WITHOUT TAXES					
VAT (19.25%)					
AIR (2.2% or 5.5%)					
AMOUNT ALL TAXES INCLUSIVE					
NET TO BE PAID					

PART 08

Sub detail of breakdown of unit price

SUB-DETAIL MODEL OF BREAKDOWN PRICES

PRICE SUB-DETAIL

DESIGNATION :				
SERVICE	Daily yield	Total quantity	Unité	Activity duration
	CATEGORIES	Daily salary	Billed days	Amount
WORKFORCE				
MATERIALS AND EQUIPMENT			TOTAL A	
	TYPE	Daily rate	Billed days	Amount
MATERIALS AND MISCELLANEOUS			TOTAL B	
			TOTAL C	
DIRECTS TOTAL COST A+B+C				
	Construction site overhead	%	= Dx%	
	Headquarters overhead	%	= Dx%	
	RETURN COST OF	-	= D+E+F	
	Risks and Benefits	%	Gx%	
	SALE PRICE EXCLUDING TAXES		= G+H	
	UNITARY SALE PRICE WITHOUT TAXES		= P/Quantity	

Document No. 9: Draft contract

Structure of a contract

Summary

Part II: Special Administrative Conditions (SAC)

Part III: Description of Works

Part IIIa: Schedule of Prices and Quantities

Part IV: Delivery calendar

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

[Indiquer le Maître d'Ouvrage]

[Indicate Project Owner]

CONTRACT No. _____ /Contracting Authority to be indicated/ type tender form/

Awarded after Invitation to tender No.

/IT /PO/TR/00 of

HOLDER OF CONTRACT: _____ [indicate the holder and his full address]

P.O. Box 0000 at _____, Tel _____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer's No. _____

SUBJECT OF CONTRACT: _____ [indicate the full subject of the supply]

PLACE OF DELIVERY: _____ [indicate]

AMOUNT IN CFA F:

IAT
EVAT
VAT (19.25%)
AIR (2.2 or 5.5 %)
Net to be paid

[

DELIVERY DEADLINE: _____ [In days, weeks, months or years]

FINANCING: [Indicate source of financing]

BUDGET HEAD: _____ [To be filled]

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

ATTACHED

the Republic of Cameroon, represented by [indicate Project Owner]
Hereinafter referred to as "the Contracting Authority",

ON THE ONE HAND,

AND:

COMPANY

Address at Tel Fax:

Registration No. A

Signature of:

[Indicate name of supplier his full address as well as the name of the mandated signatory] ,
Hereinafter referred to as "THE SUPPLIER"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:

DATE:

Page _____ and Last of Contract No. _____
of award of contract]

/C or JO/PO/TB/0000 [recall the method

With-----

For the supply of _____

Contract price: [recall in CFA francs inclusive of all taxes in figures and words]

Delivery deadline: [fill in days, weeks, months or years]

Read and accepted by the supplier

(place of signature) _____ (date) _____

Signature of Contracting Authority

Registration

(place of signature) _____

(date) _____

DOCUMENT No. 10:
Model documents to be used
by bidders

Model table

Annex 1: Consultation Template.

Annex 2: Bid bond template.

Annex 3:Final bonding model.

Annex 4: Model of advance loan guarantee.

Annex 5: Model of guarantee retainer.

Annex 8: Consultation Template

I, the undersigned, am [indicate the name and the quality of the tenderer] representing the company, the company or the group
My head office is at registered in the commercial register of under the number

I have read all the documents appearing or mentioned in the tender documents including the invitation to tender [recall the number and subject of the Call Offers]

I, having personally visited the site of the works and having greatly appreciated the and noted the nature and constraints of the work to be done

I hereby, bearing my signature, the list of unit prices and the estimate established in accordance with the frameworks in the tender dossier.

I commit me and undertake to perform the work in accordance with the tender documents, for the price I have established for each type of work, which prices show the amount of the offer for to

..... [in numbers and in letters] Cfa francs Excluding VAT, and

..... CFA Francs All Taxes Included. [in figures and in letters]

I undertake to perform the work within a period of months

I commit myself to maintain my offer within the time limit days [indicate the period of validity, in principle 90 days for the NSO and 120 days for the ICB] from the date of submission of tenders.

The discounts and the conditions of application of the said rebates are the following ones (in case of possibility of attribution of several lots):

The client will release the sums due by him under this contract by giving credit to the account n° opened at name of at the bank ...
Agency of

By signing the contract, the present bid accepted by you will be worth engagement
.....

I am in the

Signature of

I hereby, duly authorized to sign the tenders for and in the name of

Annex 2: Model Bid Deposit

A [indicate the Contracting Authority and its address], "the Contracting Authority"

Whereas the company, hereinafter referred to as "the tenderer", submitted its offer dated to [recall the subject of the Invitation to Tender], hereinafter referred to as "the offer", and for which it must attach a provisional bond equivalent to [insert amount] CFA francs,

We [name and address of the bank], represented by [names of signatories], hereinafter referred to as "the bank", declare to guarantee payment to the Contracting Authority of the maximum sum of [insert amount] CFA Francs, which the bank undertakes to pay in full to the Contracting Authority, binding itself, its successors and assigns.

The conditions of this obligation are as follows:

If the tenderer withdraws his tender during the period of validity laid down in the Tender Documents;

or

If the tenderer has been notified of the award of the contract by the Contracting Authority during the period of validity:

- to sign or refuse to sign the contract, while it is required to do so;
- fails or refuses to provide the final contract security (final bond), as provided for in the contract.

We undertake to pay to [Contracting Authority] an amount up to the maximum of the sum stipulated above, upon receipt of its first written request, without the Contracting Authority having to justify its request, provided, however, that in its request, the Contracting Authority will note that the amount claimed by the Contracting Authority is due to it because one or both of the above conditions, or both, are met, and that it will specify which (s) condition (s) has (have) played.

This deposit shall enter into force upon signature and from the date fixed by the Contracting Authority for the submission of tenders. It will remain valid until the thirtieth day following the end of the period of validity of the offers. Any request from the Contracting Authority to have it played shall reach the bank by registered letter with acknowledgment of receipt before the end of this period of validity.

This deposit is subject for its interpretation and execution under Cameroon law. The courts of Cameroon shall have exclusive jurisdiction to rule on all matters relating to this deposit and its consequences.

Signed and authenticated by the bank

to, the

[bank signature]

Annex 3 - Final Bond Model

Page 1

Reference for the Deposit: N°

We indicate the Client and his address] Cameroon, hereinafter referred to as the Employer "

While bank no [name and address of the undertaking],
hereinafter referred to as "the contractor", undertook, in execution of the designated contract
"the contract", to carry out [indicate the nature of the work]

Article 20, has stipulated in the contract that the contractor will give the Client a final bond,
equivalent [indicate the percentage between 2 and 5%] of the amount of the works of the
said contract, as a guarantee of the execution performance obligations in
accordance with market conditions,

Article 21, we agreed to give the contractor this bond.

And, we [name and bank address], represented
by [names of signatories], hereinafter referred to
as "the bank", we undertake to pay to the Owner, within a maximum period of eight (08)
days upon request in writing stating that the Contractor has not fulfilled its contractual
obligations under the Contract, without being able to defer payment or raise any dispute for
any reason, any amount up to [in figures and in letters].
We agree that no changes or additions or other changes to the Market will release us from
any obligation under this Final Bond and we hereby waive any change, addendum or change.

This final bond shall take effect upon signature and upon notification of the contract. The
deposit is received within [insert time] from the date of provisional acceptance of the work.

After the aforementioned period, the deposit becomes moot and must be automatically
returned to us without any form of procedure.

Any request for payment made by the Client under this guarantee must be made by
registered letter with acknowledgment of receipt, received at the bank during the period of
validity of this commitment.

This final guarantee is submitted for its interpretation and execution under Cameroonian law.
The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this
undertaking and its consequences.

Done and authenticated by the bank

Witnessed by the

Annex 4: Model of a Start Advance Bond

Bank: reference, address

We the undersigned (bank, address), declare hereby guarantee, on behalf of
..... [the holder], for the benefit of the
[Address of the Owner]
(" The beneficiary ")

Payment, without dispute and upon receipt of the first written request of the beneficiary, declaring that [the holder] does not has not paid its obligation, relating to the repayment of the start-up loan according to market conditions of ... relating to the work [indicate the purpose of the work, the references of the Call for Tenders and the lot, if possible], of the maximum "lot" sum corresponding to the advance of [twenty (20)%] of the amount of all taxes included in the contract No, payable upon notification of the same beneficiary service order, that is: CFA francs.

This guarantee will come into effect and will take effect after transfer of the respective shares of this advance to the accounts of [the holder] at the bank under number

It will remain in effect until repayment of the advance in accordance with the procedure set by the SCC. However, the amount of the deposit will be reduced proportionately to the repayment of the advance as and when repayment.

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

Signed and authenticated by the bank
to the

[bank signature]

Appendix 5: MODEL RETENTION FUND

Bank
Reference of the Deposit: N°
in favour of the Owner]
Title of the Contracting Authority]

which will be referred to as "the Client"

Contractor [name and address of the company],
hereinafter referred to as "the Contractor", undertook, in execution of the contract, to carry
out the work of [indicate the purpose of the work]

which stipulated in the contract that the holdback of [% below 10% to be specified]
of the amount of the contract may be replaced by a joint and several guarantee,

and we have agreed to give the contractor this bond, We,
[name and bank address], represented by
[names of signatories], and hereinafter referred
to as "the Bank",

We, the undersigned, hereby affirm that we are the guarantors and responsible to the Owner, in the
event of the contractor, for a maximum amount of [in figures and in
words] corresponding to [less than 10% to be specified] of the amount of the contract,
and we undertake to pay the Owner, within a maximum period of eight (08) weeks, upon a
simple written request from the latter stating that the contractor has not satisfied his contractual
commitments or that he is found to be the Principal's debtor under the amended contract, if
necessary by its amendments, without being able to defer payment or raise any dispute for
any reason whatsoever, any sum (s) within the limits of the amount equal to [percentage less
than 10% to be specified] of the cumulative amount of work included in the final statement,
without the Owner having to prove or give the reasons or the reason for his request for the
amount of the sum indicated above.

We agree that no changes or additions or other changes to the market will release us from
any obligation under this warranty and we hereby waive any change, addendum or change.

This guarantee comes into force upon signature. It will be released within thirty (30) days from
the date of final acceptance of the works, and on release delivered by the Owner.

Any request for payment made by the Client under this guarantee must be made by
registered letter with acknowledgment of receipt, received at the bank during the period of
validity of this commitment.

This deposit is subject for its interpretation and execution under Cameroon law. The
Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this
warranty and its consequences.

Bank
[name and address of the bank]
[signature of the bank]

Document No. 11:
Bids evaluation sheet

Special regulations of the invitation to tender

References
of the
General
regulations

General

Definition of works:

THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION.

Name and address of the Contracting Authority: The Mayor of Bamenda III

Reference of CONSULTATION FILE: N°

005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 OF 01/07/2026 FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT, BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION

Execution deadline: **Four (04) Calendar months**

Source of financing

Works which form the subject of this invitation to tender shall be financed by the MINTP BUDGET 2026

List of pre-qualified candidates, not applicable

Origin of building materials, equipment, materials, supplies and equipment:
The materials will generally be from natural sources in Cameroon.

3.1 Evaluation criteria

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

3.1.1 Preliminary criteria

Preliminary criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according to the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

- ✦ Deadline for delivery higher than prescribed;
- ✦ False declaration or falsified documents;
- ✦ Insufficient bid bond; not corrected after 48hrs of opening time
- ✦ A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- ✦ Incomplete financial file;
- ✦ Omission of a unit price in the financial bid;
- ✦ Change of quantity or unit;
- ✦ Non respect of (75%) of essential criteria;

During the opening session of the bids if a document of the administrative bid is absent or non-compliant, 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.

3.1.2 Essential criteria

- ✦ General presentation of the tender files;
- ✦ Financial capacity;

3. References of the company in similar achievements;
4. Quality of the personnel;
5. Technical organization of the works;
6. Safety measures on the site;
7. Logistics;
8. Attestation and report of site visit;
9. Special Technical Clauses initialed in all the pages;
10. Special Administrative Clauses completed and initialed in all the pages.

This evaluation will be done in a purely a purely binary method with a positive (yes) or negative (no) with an acceptable minimum of 75% of the essential criteria taken into account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest reasonable amount, in conformity with the regulations of the Tender Document and at least 75% of the eliminatory criteria and at least 75% of the essential criteria.

ARTICLE 6: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in French or English. The handwritten documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE TENDER.

The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

- A) **Administrative Documents**
- B) **Technical Documents**
- C) **Financial Documents**

5.1 External envelope.

Each bidder shall upload these three (03) files (A, B and C) in one backup USB Flash drive sealed in an envelope on which shall be written.

TO THE PROJECT OWNER

**« CONSULTATION N°: N° 005/CF/MUT/AGR/BIIC/BIICITB/MINTP/RF/2026 OF 01/07/2026
FOR THE CONSTRUCTION OF AN 8 X 6M SPAN BRIDGE LINKING NTAMUCHE AND
NTAHKEKAH, CONSTRUCTION OF AN ACCESS ROAD TO NTAMUCHE WITH GUTTERS ON
BOTH SIDES OF THE ROAD BEFORE AND AFTER THE BRIDGE, AND A BOX CULVERT
BAMENDA III SUBDIVISION, MEZAM DIVISION OF THE NORTH WEST REGION**

"To be opened only during the bid-opening session"

N.B: The external envelope should not carry any mark or sign that can lead to the identification of the bidder.

N.B: The three (03) volumes in PDF Format shall then be enclosed in a USB Flash drive bearing only the reference of the quotation in question.

8.2 Internal envelopes

Three (03) internal envelopes must be sealed in an external envelope.

The first internal envelope shall be labeled;

<<FILE A: ADMINISTRATIVE DOCUMENTS>> and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities for more than three months.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT	DESCRIPTION	YES	NO
0001			
0002			
0003			
0004			
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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.

The sealed internal envelope shall be labeled <<FILE B: TECHNICAL DOCUMENT>> and shall contain the following:

01	General presentation of the tender files		
02	at content page		
03	without sheet separation		
04	arrangement of documents in the order given in this tender		
05	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
06	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.		
07	1 st Reference		
08	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		

B.3.1	01 works supervisor (at least Degree or equivalent certificate) Qualification of the works supervisor: (Civil or Rural Engineering (BAC +3) 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
B.3.2	01 Site foreman (Civil Engineering BAC +2) Qualification of the Site foreman: (Technical certificate in public works (BAC +2 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
B.4	TECHNICAL PROPOSALS
B.4.2	Organigram of the project
B.4.3	Logical sequence for the execution of the task
B.4.5	Quality control method
B.4.7	Environmental protection measures
B.4.8	Security and safety at the site
B.4.9	Duration of execution in respect with the Tender file
B.5	LOGISTICS (Equipment put aside for this project)
B.5.1	Prove of ownership or rental of a GRADER
B.5.2	Prove of ownership or rental of a FRONT END LOADER
B.5.3	Prove of ownership or rental of a pick-up or other vans
B.5.4	Prove of ownership or rental of a dump truck
B.5.5	Prove of ownership or rental of a compactor
B.5.6	Prove of a concrete mixer
B.5.7	Assorted Masonry tools
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 CORAC conditions. =50,000,000
B.7	Attestation of site visit signed by the bidder
B.8	Comprehensive report of site visit signed by the company administrator
B.9	Special Technical Clauses initialed in all the pages
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed

FILE - FINANCIAL FILE

DESIGNATION.

- 1. submission letter, signed, dated and stamped. (see ANNEX 3)
 - 2. Completed and signed frame work of unit prices.
 - 3. Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
 - 4. Sub details of unit prices
- The bidders will use for this purpose the documents and models envisaged in the Tender documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
 - The various parts of the same file must be separated with colour guides from as well in the original as in the copies, so as to facilitate its examination

Document No. 12:

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

4.1 Lending establishments and financial institutions authorised to issue bonds for public

4.1.1 BANKS

1. Atlantic First Bank (First Bank);
2. Banque Atlantique du Cameroun (BACM);
3. Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
4. City Bank Cameroon (City group);
5. Commercial Bank Cameroon (CBC)
6. EcoBank Cameroon (EcoBank);
7. National Financial Credit (NFC-BANK);
8. Societe Commerciale de Banques-Cameroun (CA SCB) ;
9. Societe Generale des Banques au Cameroun (SGBC) ;
10. Standard Chartered Bank Cameroon (SCBC)
11. Union Bank of Cameroon PLC(UBC)
12. United Bank for Africa (UBA).
13. Banque Gabonaise pour le Financement International (BGFI BANK)

4.1.2 INSURANCE COMPANIES

1. Active Assurances;
2. Africa Insurance SA;
3. Atlantik Assurances SA;
4. Beneficial Beneficial life insurances SA;
5. Cameroonian Assurances SA;
6. CIFA SA;
7. CIMA Assurances SA;
8. CIMA Assurances SA, BP 5 963, Douala;
9. CIMA Assurances SA;
10. CIMA Assurances SA;
11. CIMA Assurances SA;
12. CIMA Assurances SA;

