

REPUBLIQUE DU CAMEROUN
PAIX-TRAVAIL-PATRIE

MINISTERE DE L'ELEVAGE, DES PECHEES
ET DES INDUSTRIES ANIMALES

CAISSE DE DEVELOPPEMENT DE
L'ELEVAGE DU NORD-OUEST (CDENO)

Tel. Fax: (237) 233 36:26:15
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REPUBLIC OF CAMEROON
PEACE -WORK -FATHER LAND

MINISTRY OF LIVESTOCK, FISHERIES
AND ANIMAL INDUSTRIES

NORTH WEST LIVESTOCK
DEVELOPMENT FUND (NWLDF)

TEL:23336:14:40 /677 83 12 21
BP 399 MANKON BAMENDA

**NORTH LIVESTOCK DEVELOPMENT FUND (CDENO)
INTERNAL TENDERS BOARD**

OPEN NATIONAL INVITATION TO TENDER No. 0021
ONIT/CDENO/CITB/2018 OF 24/05/2018 FOR THE
CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT
MEJUNG, BELO SUB DIVISION BY EMERGENCY PROCEDURE

FUNDING: C.D.E.N.O. Budget 2018
BUDGET HEAD: 22: 04: 00
FINANCIAL YEAR: 2018

**“ OPEN NATIONAL INVITATION TO TENDER
No . ___/ONIT/CDENO/CITB/2018 OF ___/___/2018”**

**FOR THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO
SUB DIVISION**

CONTRACTING AUTHORITY: THE ADMINISTRATIVE DIRECTOR CDENO

PROJECT OWNER: NORTH WEST LIVESTOCK DEVELOPMENT FUND (CDENO)

PROJECT ENGINEER: REGIONAL DELEGATE OF PUBLIC WORKS, NORTH WEST.

PROJECT MANAGER: CHIEF OF TECHNICAL SERVICE CDENO

CONTROL : REGIONAL CONTROL BRIGADE MINMAP NORTH WEST

This Open National Invitation to tender comprises:

Document	N°1 : the open national invitation to tender
Document	N°2 : the special regulations governing the invitation to tender
Document	N°3 : the special administrative conditions
Document	N°4 : the special technical conditions
Document	n°5 : the unit price schedule
Document	N°6 : the detailed cost estimates
Document	N°7 : Framework of sub-detail of prices
Document	N°8 :The model contract
Document	N°9 : Forms and models to be used
Annex N° 01	<i>The model tender letter</i>
Annex N° 02	<i>The model bid bond</i>
Annex N° 03	<i>The model performance bond</i>
Annex N° 04	<i>The model bank guarantee for the refund of the start-off advance</i>
Annex N° 05	<i>The model undertaking by the bidder</i>
Annex N° 06	<i>The model curriculum vitae</i>
Annex N° 07	<i>The model professional references</i>
Document	N°10 : List of banking establishments and financial bodies authorised to issue bonds for public contracts
Document	N°11 : Drawings
document	No. 12 : Evaluation Grid

DOCUMENT N°01: OPEN NATIONAL INVITATION TO TENDER

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BP 399 MANKON

TENDER NOTICE

" OPEN NATIONAL INVITATION TO TENDER BY EMERGENCY PROCEDURE.
No 002 /ONIT/CDENO/CITB/2018 OF 24/05/2018" FOR THE CONSTRUCTION OF ONE
PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION

1 – SUBJECT OF THE INVITATION TO TENDER

The ADMINISTRATIVE DIRECTOR OF CDENO, (Contracting Authority) within the frame-work of the 2018 CDENO Budget hereby launches by emergency procedure an open national invitation to tender FOR THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION.

Subject	Place	Bid Bond	Tender Fee	Estimated cost of project
THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH IN BELO SUB DIVISION	MEJUNG	160,000	14,000	8,000,000

2 – NATURE OF SERVICE:

- Lot 100: preliminary works
- Lot 200: Earth work
- Lot 300: Elevation
- Lot 400: mass concrete/ flooring

3 – PARTICIPATION:

Participation in this invitation to tender is open to all registered and qualified enterprises of the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in Public works (construction domain especially Livestock Infrastructures).

4 – FINANCING:

This project shall be financed by CDENO budget for 2018, chap 22 04 00

5 – ESTIMATED COST OF PROJECT

The provisional amount after studies stands at eight million francs (8,000,000 frs)

6 – EXECUTION DEADLINE:

The deadline for the completion of the works shall be three (03) months, with effect from date of notification of the service order bearing information to start works.

7 - CONSULTATION

The tender documents are available for consultation at the North West Livestock Development Fund (CDENO), P.O. Box 399 Bamenda. Tel :233 36 26 15 during working hours

8 - ACQUISITION OF TENDER FILE:

The file may be obtained upon presentation of a receipt showing payment of a non-refundable sum of 14,000 FCFA (Payable CAS-ARMP account no.335 988 at BICEC) or at the Regional Treasury Bamenda. The original copy of this receipt shall be included in the bidder's documents.

On procuring the tender documents (DAO), bidders shall be duly registered with their full addresses indicating: P.O. Box; Fax; and Telephone numbers.

9 - BID BOND

Each bidder must include in his administrative documents, a bid bond that respects the model of this tender file, issued by a banking establishment approved by the Ministry in charge of Finance at an amount of 160,000 FCFA (One hundred and sixty thousand francs). 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. The validity period for the Bid Bond shall be 30 days.

10 - SUBMISSION OF BIDS

Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) sets (**01 original and 06 copies**) marked as such. These shall be submitted in one sealed pack containing three (3) envelopes, that is, A: Administrative Documents, B: Technical file and C: Financial file. The sealed pack shall bear no information on the enterprise, and should reach CDENO main office, Service of contracts not later than 13 JUN 2018 at 11.00 am and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic

The sealed pack (*outer envelope*) shall bear the following inscriptions:

<< OPEN NATIONAL INVITATION TO TENDER
NO. 022/ONIT/CDENO/CITB/2018 OF 24/12/2018

**FOR THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG IN
BELO SUB DIVISION**

(To be opened only during bids opening session)

11 - ADMISSIBILITY OF BIDS:

At the risk of being rejected, all documents shall be originals or certified true copies by the authorized issuing service or administrative authorities (Senior Divisional Officers, Divisional Officers) presented in accordance with the Special Regulations of this invitation to tender. None of these should be more than three (3) months old as from the date of submission of offers, without double certification and not falsified. These shall be separated by coloured separators from each other. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared inadmissible.

NB: The successful bidder shall during site installation present the originals of the respective documents for strict verification of their authenticity.

12- EVALUATION CRITERIA:

Tender conformity shall be evaluated as per the following

A) *Eliminatory Criteria.*

- Absence of original or properly certified administrative documents, more than three months old in the administrative dossier;
- Omission of units price on a schedule of Unit Price;
- None justification of capacity to pre-finance ;
- Technical and administrative evaluation mark less than 75% ;
- False declaration or forged documents ;

B) Essential Criteria.

The preliminary evaluation shall be binary and based on the following essential criteria:

General presentation of the bids
Experience of the enterprise.
Quality of personnel and management of the company
Technical equipment
Methodology for the execution of works
Financial capacity and other financial bearings

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

13 – OPENING OF BIDS:

The offers shall be opened at the CDENO Internal Tenders Board in a single phase on the 13 JUN 2018 at 12:00pm local time in the conference hall of CDENO in the presence of bidders or their representatives who have full knowledge about the bids submitted. **ONLY BIDDERS** or their duly authorised representatives with a sound knowledge of their bids shall attend the bid opening session. Any bid that shall not comply with the requirements of the tender file shall be rejected.

14 – AWARD OF JOBBING ORDER:

The jobbing order shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest realistic bid and technical quality. (see article 33 of the public contracts code)

15 – VALIDITY OF BIDS:

Bidders will remain committed to their bids which shall be valid for a period of ninety (90) days with effect from the deadline for the submission.

16 – COMPLEMENTARY INFORMATION:

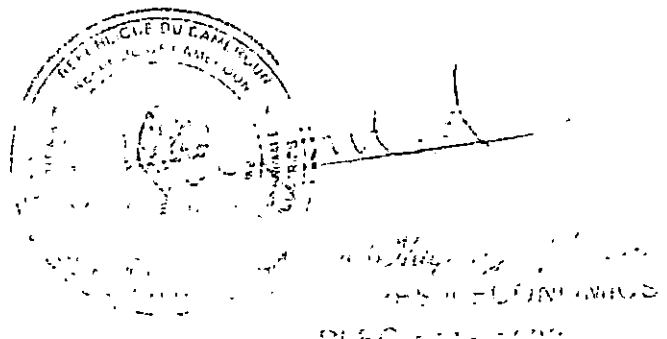
Complementary technical information may be obtained during working hours from the service for contracts at CDENO main office, BP 399 Bda, Tel: 233 36 26 15, door no.1.

Bamenda, the 24 MAY 2018

**THE ADMINISTRATIVE DIRECTOR OF CDENO
(Contracting Authority)**

COPIES :

- CHAIRMAN, CDENO INTERNAL TENDERS BOARD
- ARMP Bamenda (for publication and filing)
- MINMAP NORTH WEST (for filing)
- NOTICE BOARDS



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BP 399 MANKON BAMENDA

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT PAR PROCEDURE D'URGENCE
No . 002/ONIT/CDENO/CITB/2018 du 24 11/5 2018 POUR LES TRAVAUX DE
CONSTRUCTION D'UN PARC DE VACCINATION A MEJUNG, ARRONDISSEMENT DE
BELO

1- OBJET DE L'APPEL D'OFFRES :

Le Directeur Administratif de la CDENO, (AC) représentant l'état du Cameroun dans le cadre du Budget de la CDENO lance par procédure d'urgence un Appel d'Offres National Ouvert pour la CONSTRUCTION D'UN PARC DE VACCINATION A MEJUNG, ARRONDISSEMENT DE BELO

Sujet	localite	Cautio	Tender Fee	Coût prévisionnel
CONSTRUCTION D'UN PARC DE VACCINATION DANS L'ARRONDISSEMENT DE BELO	MEJUNG	160,000	14,000	8,000,000

2- NATURE DU SERVICE (CONSISTANCE DES TRAVAUX)

- Lot 100: Travaux préparatoires;
- Lot 200: Fouilles
- Lot 300: Maçonnerie
- Lot 400:dallage du sol

3- PARTICIPATION:

La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises de bâtiment et travaux publics exerçant au Cameroun (surtout dans le domaine des infrastructures des élevages).

4- FINANCEMENT :

Les travaux sont financés par le budget du CDENO exercice 2018, chap. : 22 04 00

5- COUT PREVISIONNEL

Le coût prévisionnel de l'opération à l'issue des étude préalables est de huit million francs CFA (8,000,000 frs)

6- DELAI D'EXECUTION :

Le délai prévu pour l'achèvement des travaux objet du présent appel d'offre est de trois (03) mois

7- CONSULTATION DU DOSSIER D'APPEL D'OFFRES

Le dossier peut être consulté aux heures ouvrables à CDENO (service du marché, BP 339 Bamenda, Tel 233 36 26 15, porte N^o.01

8- ACQUISITION DU DOSSIER D'APPEL D'OFFRES:

Le dossier d'appel d'offres est obtenu uniquement auprès de la CDENO Bamenda sur présentation d'un reçu de 14,000FCFA. (Payable dans le compte no.335 988 de CAS- ARMP à BICEC) ou dans la Trésorerie régional de Bamenda.

L'original et les copies de la quittance d'acquisition du DAO seront joints au dossier de soumission.

9- GARANTIE DE SOUMISSION (CAUTIONNEMENT PROVISOIRE) :

Chaque soumissionnaire doit inclure dans ses documents administratifs, une **garantie de soumission** qui respecte le model prescrites dans le DAO établi par un établissement bancaire agréée par le Ministère en charge des Finances d'un montant égal à cent soixante milles francs (160,000 *FCFA*). Les **garanties de soumission** pour les soumissionnaires qui n'ont pas réussi seront retirées au plus tard quinze jours après l'attribution du marché et celle d'attributaire est retenue jusqu'à ce que la garantie de bonne exécution mise sur pied. La période de validité est de trente (30) jours.

10- REMISE DES OFFRES :

Les offres seront établies en langue française ou anglaise et en sept (07) exemplaires dont un original et six copies marqués comme tels et consistant en une partie administrative, une partie technique et une partie financière, et placées dans une enveloppe (système de triple enveloppe). Les offres devront parvenir auprès du Directeur Administratif de la CDENO le 13 JUIN 2018 à 11.00. Heures précises contre récépissé de dépôt et devront porter la mention: note qu'en cas d'ambiguïté or différente pendent la séance d'ouverture, juste la copie d'original sera retenu authentique.

" APPEL D'OFFRES NATIONAL OUVERT

No . 102/ONIT/CDENO/CITB/2018 du 24/05/2018

POUR LE TRAVAUX DE CONSTRUCTION D'UN PARC DE VACCINATION A MEJUNG DANS L'ARRONDISSEMENT DE BELO

"A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT"

11- ADMISSIBILITES DES OFFRES :

Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives (Préfet ou Sous-préfets) depuis une duré n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

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

12- CRITERES D'EVALUATION:

Les offres seront évaluées selon the conditions suivantes

A) *Critères éliminatoires*

- Dossier administratif incomplet ou non conforme
- Fausse déclaration ou pièce falsifiée
- Omission, dans le bordereau des prix, d'un prix unitaire
- Capacité financière non justifiée
- Note technique inférieure à 75% au niveau de l'évaluation administrative et technique

B) Critères essentiels

L'évaluation des offres sera faite sur la base des critères essentiels suivants :

Présentation générale de l'offre
Les références de l'entreprise
La qualité du personnel d'encadrement de l'entreprise
Le matériel de chantier à mobiliser
Méthodologie et exécution des travaux
Capacité financière

13- OUVERTURE DES PLIS:

L'ouverture des offres aura lieu le 13 JUIN 2018 à 12.00 Heures précis à la salle de conférence du CDENO à Bamenda dans une seule phase. Les offres seront ouvertes en présence des Soumissionnaires ou de leurs représentants compétent qui ont une bonne connaissance du marché en question.

A l'ouverture des offres par la Commission de Passation des Marchés, toute offre non conforme aux prescriptions du dossier d'appel d'offres sera déclarée rejetée.

14- DUREE DE L'EXECUTION DES TRAVAUX :

La durée maximale de l'exécution des travaux pour la construction de ce parc de vaccination est fixée à 90 jours compte de la date de notification de démarrage des travaux.

15. VALIDITE DES OFFRES :

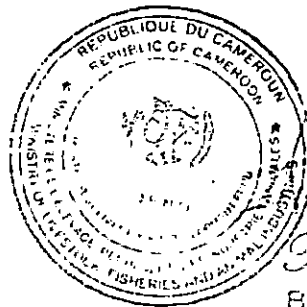
Les offres seront valides pendant une période de quatre-vingt-dix jours (90) à partir de la date de la soumission.

16. RENSEIGNEMENTS COMPLEMENTAIRES :

Les renseignements complémentaires peuvent être obtenus auprès du Service des marchés CDENO, BP399, Tel : 233 36 26 15, porte No.1

Fait à Bamenda, le 24 MAI 2018

**Le Directeur Administratif de la CDENO
(Autorité Contractant)**



Ampliations :

- ARMP (Pour publication)
- CIPM CDENO
- MINMAP
- Archives.

Michael Shyong Michael
B Sc, DIPES II ECONOMICS
PLEG Hors Echelle

**Document No. 2:
General Regulations of the Invitation to Tender**

Table of contents

A. General

Article 1: Scope of the tender.....	
Article 2: Financing.....	
Article 3: Fraud and corruption.....	
Article 4: Candidates admitted to compete.....	
Article 5: Building materials, materials, supplies, equipment and authorised services...	
Article 6: Qualification of the bidder.....	
Article 7: Visit of site of works.....	

B. Tender File.....

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

C. Preparation of Bids

Article 11: Tender fees.....	
Article 12: Language of bid.....	
Article 13: Constituent documents of the bid.....	
Article 14: Amount of bid.....	
Article 15: Currency of bid and payment.....	
Article 16: Validity of bids.....	
Article 17: Bid bond.....	
Article 18: Varying proposals by bidders.....	
Article 19: Preparatory meeting to the establishment of bids.....	
Article 20: Form and signature of bids.....	

D. Submission of bids.....

Article 21: Sealing and marking of bids.....	
Article 22: Date and time-limit for submission of bids.....	
Article 23: Out of time-limit bids.....	
Article 24: Modification, substitution and withdrawal of bids.....	

E. Opening and evaluation of bids

Article 25: Opening of bids.....	
Article 26: Confidential nature of the procedure.....	
Article 27: Clarifications on the bid and contact with Contracting Authority.....	
Article 28: Determination of their compliance.....	
Article 29: Qualification of the bidder.....	
Article 30: Correction of errors.....	
Article 31: Conversion into a single currency.....	
Article 32: Evaluation of financial bids.....	
Article 33: National preference.....	

F. Award of the contract.....

Article 34: Award.....	
Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure.....	
Article 36: Notification of the award of the contract.....	
Article 37: Signature of the contract.....	
Article 38: Final bond.....	

GENERAL RULES OF THE INVITATION TO TENDER

A. General

Article 1: Scope of the tender

1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations.

The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.

1.2 The bidder retained or the preferred 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 or that indicated in the said Administrative Order.

1.2 In this Tender File, the term "day" means a calendar day.

Article 2: Financing

The source of financing of the works forming the subject of this invitation to tender shall be financed by the CDENO Budget for 2018

Article 3: Fraud and corruption

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

a) The following definitions shall be admitted:

i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;

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

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

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

3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider

trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

Article 4: Candidates allowed to compete

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

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

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

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

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

Article 6: Qualification of bidder

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

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and

- (b) provide all information requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

- (i) the production of certified balance sheets and recent turnovers;
- (ii) access to a line of credit or availability of other financial resources;
- (iii) orders acquired and contracts awarded;
- (iv) pending litigations; and
- (v) availability of indispensable equipment.

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

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

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

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

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

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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

Document No. 10. Model documents of the contract:

a. The execution schedule;

b. Model of forms presenting the equipment, personnel and references;

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

g. Model of guarantee in replacement of the retention fund;

h. Model contract;

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

a. Model contract;

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

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

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

Article 9: Clarifications on the Tender File and complaints

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

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

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



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

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;

ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

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

b. Volume 2: Technical bid

b.1 Information on qualifications

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

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the contract

The bidder shall submit duly initialled copies of the administrative and technical documents relating to the contract, namely:

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

b.4 Commentaries (optional)

A commentary on the technical choices of the project and possible proposals.

c. Volume 3: Financial bid

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

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

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

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

Article 14: Bid price

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

Article 15: Currency of bid and payment

The prices shall be in FCFA

Article 16: Validity of bids

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.

- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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



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

Article 20: Form and signature of bid

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
 - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.

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

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

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

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

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

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

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

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

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

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

25.1 The Tenders Board shall open the envelopes in single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the



Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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



Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to do with his bid may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- i) which substantially limits the scope, quality or realisation of the works;
 - ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
 - iii) whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

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

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

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

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

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

Article 31: Conversion into a single currency

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

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

However prices shall be in FCFA

Article 32: Evaluation and comparison of financial bids

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

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

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

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

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

Article 33: Preference granted national bidders

National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petition

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned.

It must take place within a maximum deadline of five (5) working days after the publication of the results.

Article 38: Signing of the contract

38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.

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

38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

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

39.2 The bond whose rate is 3% of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

39.3 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 N° 03:

THE SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Tender Notice (English V.) should reflect the regulations of invitation to tender on page 27

CONTENTS

Article 01: Definitions and duties under the invitation to tender

Article 02: Purpose of the invitation to tender

Article 03: Conditions for participation

Article 04: Funding

Article 05: Duration for execution of the contract

Article 06: Constituent documents of the tender file

Article 07: General requirements of the invitation to tender

Article 08: Content of bids

Article 09: Presentation of bids

Article 10: Submission of bids

Article 11: Duration of validity

Article 12: Compliance of bids with the tender file

Article 13: Opening and assessment of bids

Article 14: Award of the contract

Article 15: Clarifications on the tender file

Article 16: Amendments to the tender file

Article 17: Notification of award of the contract

Useful information to enterprises

The Special regulations governing the invitation to tender provide instructions to bidders and set the general conditions for the award of the execution of the Construction of one permanent cattle crush in the North West Region.

. The general conditions for payment of the work executed are set out in the Special administrative conditions governing the tender file.

All the works are defined in compliance with the specifications, estimates and plans provided in this tender file and shall be executed in partnership with the population of the said localities.

Observations :

- Bidders are advised to visit and inspect the work-site and its surroundings to obtain at their own cost, any information that may be necessary in preparing the bid and executing the works. Costs of the visit to the site shall be born by the bidder.
- The Contracting Authority may organize a visit to the work-site dedicated for the preparation of the bids referred to under the Special regulations governing the invitation to tender.
- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the building-site shall be carried out by the Technical Service of CDENO in collaboration with the North West Livestock Development Fund. CDENO shall report on the works executed, prepare payments that shall be VISAED by the ADMINISTRATIVE DIRECTOR OF CDENO and transfer into an account opened by the contractor to this effect.

Article 01: DEFINITIONS AND DUTIES UNDER THE INVITATION TO TENDER

CONTRACTING AUTHORITY: ADMINISTRATIVE DIRECTOR OF CDENO

PROJECT OWNER: NORTH WEST LIVESTOCK DEVELOPMENT FUND (CDENO)

PROJECT ENGINEER (Control Engineer): REGIONAL DELEGATE OF PUBLIC WORKS
NORTH WEST.

PROJECT MANAGER: CHIEF OF TECHNICAL SERVICE CDENO

Article 02 : PURPOSE OF THE INVITATION TO TENDER

The purpose of this Open National Invitation to Tender is the execution of one permanent cattle crush at Mejung, Belo Sub Division.

Article 03 : CONDITIONS FOR PARTICIPATION

Participation in this present invitation to tender is open to all registered and qualified enterprises of the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in Public works (construction domain).

Article 04: FUNDING

This project shall be financed by CDENO budget for 2018, chap:22 04 00

Participation is open, under the same conditions, to all the enterprises which are based in the Republic of Cameroon and fulfil the conditions stated in the Special regulations governing the invitation to tender which is the document No. 2 of this tender.

The tender file shall be obtained by potential bidders against payment of an amount stated in the notice of the invitation to tender.

Bidders shall be bound by the laws governing public contracts in the Republic of Cameroon.

Article 05: DEADLINE FOR EXECUTION OF THE CONTRACT

The bidder shall propose a deadline for execution of the works. The deadline shall serve as an evaluation criterion and shall not exceed three (03) months as from the date of notification of the service order to start executing the works.

Article 06 : CONSTITUENT DOCUMENTS OF THE TENDER FILE

This tender file shall include the following documents:

- the open national invitation to tender
- the special regulations governing the invitation to tender
- the special administrative conditions
- the special technical conditions

- the price list
- the detailed cost estimate
- the model performance bond
- the model bank guarantee for the refund of the start-off advance
- the model undertaking by the bidder.

Article 07 : GENERAL REQUIREMENTS OF THE INVITATION TO TENDER

Bidders shall comply with the instructions listed below and shall provide the required information, failing which they may be disqualified. They are bound to give full and accurate answers to the information required in the documents appended hereto.

At the request of CDENO Tenders Board, the Contracting Authority shall reserve the right not to respond to the Invitation to tender if he considers that it has not received an acceptable bid. He may therefore declare the Invitation to Tender unsuccessful and relaunch or cancel it.

Bids presented by groups of enterprises

Bids may be presented by groups of enterprises. An enterprise may be associated to a Non Governmental Organisation if the later offers all the guarantees and experience required and complies with the laws in force.

In the case of groups of enterprises, any notification relating to the Invitation to Tender, and possibly to the bidder shall be valid if addressed to either enterprise acting as the proxy for the bidder(s) with which it is associated. The representative of a group shall be spelt out in the bid and proxy given to it.

Article 08: PRESENTATION AND CONTENT OF BIDS

Each bid shall include the following documents:

1. ENVELOPE A-Administrative documents

The bid submitted by a bidder shall comprise the following:

- A1. The declaration to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1000 FCFA. (see annex 01 for the format)**
- A2 A Receipt showing the payment for the tender fee of *fourteen thousand (14,000) FCFA*.
- A3 An attestation of a bank account in the name of the enterprise.
- A4. The original copy of a bid security (Bank caution) of one hundred and sixty thousand (160,000) FCFA from a bank accredited by the Ministry of Finance and recognised by COBAC (see annex 04 for format).
- A5. A certified copy of current Business Licence (2017 "Patente") with a turn over up to or above the amount of the contract TTC.
- A6. A certified copy of Tax payer's card (with regime same as in Business Licence).
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit).
- A8 An original certificate of tax assessment certifying that the bidder owes no taxes.
- A9 An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.
- A10. A certified copy of certificate of incorporation
- A11. An original Certificate of non exclusion from the Public Contracts Regulatory Board (ARMP).
- A12. An original Attestation of site visit
- A13 Attestation and plan of localisation of the enterprise
- A14. The Special Administrative clauses initialized and signed on the last page
- A15. Power of attorney where necessary

A16. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises

N.B:

- *Absence of the following documents shall results to outright rejection of the bidder's file
 - ✓ Receipt for the purchase of tender file
 - ✓ Bid security (*bid bond*)
 - ✓ Bids not containing all the documents listed above or not in conformity with the models.
- *All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals 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.

2. ENVELOPE B-Technical documents

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

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (<i>See annex 11 for format</i>)	Attach certified copies of title deeds, receipts, etc. These equipments and tools must be present at the site before and during each phase
B2	Personnel list	It shall contain: <ul style="list-style-type: none"> ☞ Works Supervisor: At least a Senior livestock technician with at least 05 years' experience in the field. ☞ Foreman: At least a Senior Civil Engineering Technician with at least 6 years' experience in the field of construction ☞ Team Leader: At least Civil Engineering Technician with at least 5 years' experience in the field of construction 	Attach for each person a CV (<i>signed and dated by the individual</i>) as well as a certified copy of highest diploma of each person concerned (<i>see annex 09 for format</i>) and a presentation of original of certificate, certified copy of the identity card. NB-All key personnel must present commitment of availability duly signed & certified by the personnel concerned (<i>see annexes 08 & 12 for format</i>)
B3	Methodology/ Organisation of works	Bids shall be assessed technically based on the understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise (<i>methodology of execution, work schedule, site installation, supply of materials, works to be sub-contracted, relating to the use of local manpower, etc</i>)	Date, signature and stamp of bidder at the end of document
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
B5	Attestation of site visit	Attestation of site visit where the works are to be carried out. It requires a site visit report containing coloured picture(s) of the contractor conspicuously on site, signed by the Works Supervisor or site Foreman.	Dated and signed by the Director of CDENO upon presentation of the Report of site Visit and site visit pictures
B6	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.	Amount of works, copies of (1 st and last pages) and minutes of reception or attestation of effective realisation.

			Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. <i>(see annex 10 for format)</i>
B7	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC of at least 55%	Date and signature of bank Manager in charge. <i>(filled format of annex 05 must be attached to it)</i>
B8	Technical specifications	Provided in tender file.	Initialled on every page and signed and stamp on the last page

3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. <i>(see annexes 02 & 07 for format)</i>
C2	Price enclosure Slip	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp. <i>(see annex 13 for sample)</i>
C3	Bill of Quantities and Cost Estimates	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	Unit Price Schedule	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page

NB:

- All these documents are to be arranged in the above order and separated with colour separators.
- Plans supplied with tender file should not be submitted.
- Any bid that shall not include the above documents or contain documents non-compliant with the models shall be rejected
- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- The entire constituent documents of (envelopes A, B, C), shall be sealed in a large anonymous external envelope labelled as follows:

All the constituent documents of envelopes A, B and C, shall be sealed in a large anonymous external envelope (fourth envelop) labelled as follows:

Address: TO CDENO INTERNAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

No. ____/ONIT/CDENO/CITB/2018 OF ____/____/2018 FOR THE CONSTRUCTION OF ONE
PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION

“To be opened during the official session by the tender’s board”

NB: Envelopes bearing any other inscriptions shall be purely and simply rejected

The three (03) constituent envelopes in the anonymous envelopes shall be labelled as follows:

ENVELOPE A « Administrative documents »

ENVELOPE B: « Technical documents »

ENVELOPE C: « Financial documents »

Any bid that shall not include the above documents or contain documents non-compliant with the models shall be rejected.

Article 9: SUBMISSION OF BIDS

Each bid shall be drafted in English or French, bound and presented in several copies:

- seven (07) copies for envelope A (an original and six copies respectively labelled as such)
- seven (07) copies each for envelopes B and C (an original and six copies respectively labelled as such)

These bids shall be submitted, against a duly signed receipt, at the Service of contracts, CDENO, Bamenda on or before _____ at 11.00 am prompt. After this deadline no bid shall be submitted and no bid regularly submitted or dispatched shall be withdrawn, supplemented or modified. Each bidder after submission shall before departure ensure the fourth envelop (*enclosing envelopes A, B and C*) is stamped sealed by this service. Hence, in the case where the envelope shall not be sealed or without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

Article 10: DURATION OF VALIDITY

Bidders shall be bound by their bids for a period of thirty (30) days as from the deadline for their submission. During this period, the Contracting Authority shall notify the successful bidder of his decision.

Article 11: COMPLIANCE OF BIDS WITH THE TENDER FILE

Shall be taken into consideration only bids received within the time-limits prescribed by the Notice of Invitation to tender and presented pursuant to the provisions of articles 7, 8, and 9 of these Special regulations governing the invitation to tender.

The CDENO Internal Tenders Board shall make sure that each bid meets all the requirements, conditions and specifications of the tender file without any restriction. Bidders are bound to strictly comply with this measure as there can be no negotiation on the provisions of the tender file.

Article 12: OPENING AND ASSESSMENT OF BIDS

Bids shall be opened on a date and at the venue specified in the Notice of invitation to tender.

Bids shall be opened and assessed in one stage:

Copies of the bids shall be assigned to an evaluation sub-committee for cross-checking of authenticity of administrative documents and evaluation of technical documents.

NB: Any Bidder who shall not have 75% of the total score of the evaluation shall simply be eliminated.

12.1 Eliminatory criteria

- Absence of original or properly certified administrative documents, more than three months old in the administrative dossier;
- Omission of units price on a schedule of Unit Price;
- None justification of capacity to pre-finance ;
- Technical and administrative evaluation mark less than 75% ;
- False declaration or forged documents ;

12.2 Essential criteria

Essential or eliminatory criteria

1. General presentation of technical documents
2. Reference of the Enterprise
3. Quality of the personnel on the site
4. Logistic means
5. Planning and time-limits for execution of the works
6. Financial capacity

Any financial file that shall not include the above documents or containing documents not compliant with the prescribed models shall be rejected.

Evaluation of financial bids (Envelope C)

During evaluation, the final amount of the bid shall be fixed as follows:

- If the amount in figures and the amount in words differ, the amount in words shall be considered authentic.
- If there is an inconsistency between the unit price and the total price obtained by multiplying the unit price by the quantity, the unit price shall be considered authentic, unless this is considered as a mistake in the unit price, in this case, the total price as it is stated, shall be considered authentic while the unit price shall be corrected.
- By adjusting according to relevant technical or financial criteria, any other quantifiable modification, difference or reserve.
- By taking into consideration the various durations for execution proposed by bidders, if they are authorized to do so.
- Bids in which the bidder does not specify the unit prices for some items of the detailed estimate shall be rejected. Moreover, prices proposed for items for which quantities are not provided, shall not be considered as part of the contract.

The Contracting Authority shall reserve the right to cancel the procedure of invitation to tender and to reject all the bids, at any time before the award of the contract, without being held liable towards bidder(s) affected by his decision and without being bound to notify them of the grounds for his decision.

Within fifteen days as from the date of publication of the results of the invitation to tender, any bid that is not retained and is not claimed shall be destroyed.

Article 13: AWARD OF THE CONTRACT

According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder through careful study which is 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 final contract amount. Hence the contract shall be awarded to the bidder with the lowest realistic bid and who has the technical & financial capacities required in the eliminatory criteria. As concern the procedure for the award, it shall consist of:-

- * The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public contracts.
- * The winner shall be notified through his official address or public media. He shall in two (02) days fulfil the formalities related to the awards, especially to **submit ten (10) copies of the proposed contract (completed and signed) to the office of the Contracting Authority for transmission to the tenders board after which the final version will be finally signed by the Contracting Authority.**
- * In the case where the enterprise does not fulfil these conditions, his/her chance shall simply be annulled without further notice and the next contender shall be called in for replacement.

NB: Once the Contracting Authority has signed the contract, the contractor shall be notified. The contractor has three (03) days to contact the Project Manager for the beginning of execution of works following notification of the Service Order to start work by the project Engineer. Failure to respect the duration shall call for withdrawal and eventual cancellation of the contract.

- * The contract can be cancelled outright in the cases provided for by Decree N^o.:2004/275 of 24th September 2004 to institute the Public Contracts Code.

Article 14: CLARIFICATIONS ON THE TENDER FILE

Request for clarifications may be addressed by letter or fax to the Contracting Authority at the following address:

THE ADMINISTRATIVE DIRECTOR
CDENO, BAMENDA

Article 15: ADDENDUM TO THE TENDER FILE

The Contracting Authority may, at any moment before the deadline for the submission of bids and for any reason, on his own initiative or following a request for clarification addressed by a bidder, modify the tender file.

The addendum shall be written or addressed by fax to all the bidders who have acquired the tender file and shall not be opposable to them.

Article 17: NOTIFICATION OF AWARD OF THE CONTRACT

- Notification

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall publish the results and notify the successful bidder by letter, telex or fax and confirm the award of the contract.

- Release of the bid bond

The bid bond of unsuccessful bidders may be refunded on written request addressed to the Contracting Authority after publication of the result of the Invitation to tender.

**THE ADMINISTRATIVE DIRECTOR OF CDENO
(CONTRACTING AUTHORITY)**

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL-PATRIE
MINISTERE DE L'ELEVAGE, DES PECHES
ET DES INDUSTRIES ANIMALES

REPUBLIC OF CAMEROON
PEACE -WORK -FATHER LAND
MINISTRY OF LIVESTOCK, FISHERIES
AND ANIMAL INDUSTRIES

CAISSE DE DEVELOPPEMENT DE
L'ELEVAGE DU NORD-OUEST (CDENO)

NORTH WEST LIVESTOCK
DEVELOPMENT FUND (NWLDF)

Tel. Fax: (237) 233 36:26:15
Email: cdenobda@yahoo.com

TEL:23336:14:40 /677 83 12 21

BP 399 MANKON BAMENDA

JOBING NO .___/ONIT/ CDENO/ CITB/2018 OF ___/___/2018.

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER
OPEN NATIONAL INVITATION TO TENDER No .___/ONIT/CDENO/CITB/2018 OF
___/___/2018 FOR THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT
MEJUNG, BELO SUB DIVISION.

HOLDER:
BP TEL.
N°R.C.
N° TAXPAYER.
Account N°. at
Agency of

**SUBJECT: CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO
SUB DIVISION.**

PLACE: MEJUNG, BELO SUB DIVISION

DURATION: **THREE (03) MONTHS**
AMOUNT: TTC (.....francs)
FINANCING: **CDENO BUDGET 2018.**

VOTE OF CHARGE N°:
EXPENDITURE AUTHORIZATION N°:

SUBSCRIBED on.....
SIGNED on.....
NOTIFIED on.....
REGISTERED on.....

BETWEEN:

The **REPUBLIC OF CAMEROON**, represented by **THE ADMINISTRATIVE DIRECTOR OF CDENO (CA)**, here below referred to as “**ADMINISTRATION**”

ON THE ONE HAND,

AND:

THE ENTERPRISE: BP. TEL.

N° RC

N° TAXPAYER

ACCOUNT N° at Agency of

Represented by the General Manager, **Mr.** here below referred to as “**THE CONTRACTOR**”

,

ON THE OTHER HAND

THE FOLLOWING AGREEMENT HAS BEEN ENTERED INTO.

DOCUMENT N°03: THE SPECIAL ADMINISTRATIVE CONDITIONS

CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS

<i>CHAPTER I</i>	<i>GENERAL PROVISIONS</i>
Article 1	Purpose of the contract
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the contract
Article 5	Funding
Article 6	Constituent documents of the contract
Article 7	Definition and duties
Article 8	Representative of the contractor
Article 9	Content of works
Article 10	Service order and correspondence
Article 11	Residence of the contractor
Article 12	Time-limits for execution / time-limits for mobilization
<i>CHAPTER II</i>	<i>EXECUTION OF WORKS</i>
Article 13	Obligation of the Contracting Authority
Article 14	Obligation of the contractor
Article 15	Sub-contracting
Article 16	Construction drawings and documents
Article 17	Equipment and personnel to be put in place
Article 18	Replacement of supervisory staff
Article 19	Modification to structures
Article 20	Materials
Article 21	Demolition of faulty structures and unapproved materials
Article 22	Rights and patents
Article 23	Work phases
Article 24	Access to the site
Article 25	Duties of the contractor
Article 26	Project meetings
Article 27	Project record
Article 28	Putting the site at the disposal of the contractor
Article 29	Security measures

Article 30	Environmental protection
Article 31	Cleaning of the site
Article 32	Provisional acceptance
Article 33	Operations required before acceptance
Article 34	Acceptance committee
Article 35	Period of guarantee
Article 36	Maintenance during the period of guarantee
Article 37	Final acceptance
Article 38	Laws governing labour
CHAPTER III	FINANCIAL CONDITIONS
Article 39	Amount of the contract
Article 40	Price consistency
Article 41	Sub-detailed prices
Article 42	Additional work - variation in the volume and nature of works
Article 43	Mode and venue of payment of works executed
Article 44	Start-off advance
Article 45	Final bond
Article 46	Retention bond
Article 47	Security
Article 48	Insurance and protection of the sites
Article 49	Variation of prices
Article 50	Stamp and registration
Article 51	Tax and customs regime
Article 52	Penalties
CHAPTER IV	FINAL PROVISIONS
Article 53	Risks, reserves and force majeure
Article 54	Settlement of disputes
Article 55	Documents to be provided by the contractor
Article 56	Termination of contract
Article 57	Special commercial charges
Article 58	International transports
Article 59	Validity and entry into force of the contract
Article 60	Information to be posted

Document No.03 – THE SPECIAL ADMINISTRATIVE CONDITIONS

Article 1: PURPOSE OF THE CONTRACT

**CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB
DIVISION**

Article 2: LAWS AND RULES APPLICABLE

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

Article 3: MODE OF CONTRACT AWARD

This contract shall be awarded following an Open National Invitation to Tender in accordance with decree N^o: 2004/275 of 24th September 2004 to institute the Public Contracts Code.

Article 4: LANGUAGE APPLICABLE TO THE CONTRACT

English and French shall be the languages applicable to the contract.

Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded by CDENO BUDGET for 2018

Article 6 : CONSTITTUENT DOCUMENTS OF THE CONTRACT

Documents of specific nature

- Tender letter
- Special administrative conditions
- Special technical conditions
- Unit price list
- Detailed cost estimates
- General administrative conditions
- Contractor's bid
- Tender file
- Plans and drawings approved by the Project Engineer
- Approved planning for execution

Documents of general nature

- Decree No.2002/030 of 28th January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Decree No.2003/651/PM of 16th April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Decree No. 2004/275 of 14th September 2004 to lay down the Public Contracts Code;
- Order N^o 033/CAB/PM of the 13th February 2007 bearing the general administrative conditions
- Circular letter N^o002/CAB/PM of 31st January 2011 relative to the amelioration of the performance of Public Contracts system;
- Decree N^o2012/074 of 8th March 2012 bearing on the creation, organisation and functioning of Tenders Board.
- Decree N^o2012/075 of 8th March 2012 bearing the organisation of the Ministry of Public Contracts ;
- Decree N^o2012/076 of 8th March 2012 modifying and completing certain dispositions of Decree N^o2001/048 of 23rd February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;
- Circular letter N^o001/CAB/PR of 19th June 2012 relative to the award and the control of the execution of public contracts.
- Norms in force ;
- Instruments on environment.
- Circular No.001/C/MINFI of 02/01/2018 on instruction relating to the execution of finance laws for 2018.

Article 7: DEFINITIONS AND DUTIES

For the implementation of the provisions of this contract:

1. **The Contracting Authority** (signatory authority) is the Administrative Director of CDENO.
2. **The Project Engineer** North West Regional Delegate of Public Works who shall be in charge of supervising and controlling the execution of works and to see into all engineering problems.
3. **Follow up Engineer**, the Divisional Delegate of public Works Boyo
4. **The Project Manager** is devolved to the Chief of Technical Service CDENO
5. **The Regional Control Brigade MINMAP** who shall carry out unannounced visits at the project site to ensure proper execution of the project.
6. **The word «Contractor»** refers to the person(s), firm(s) or company (ies) whose bids have been accepted.

« The Works» refer to the execution of **CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION.**

to be carried out under this contract

7. **The «Site»** refers to the land or any other surface where works planned by the Control Engineer shall be executed and any other land and premise provided by the Contracting Authority to serve as work site and for any use, specifically designated under the contract as part and parcel of the work site.
8. **The word «Approved »** means approved in writing, i. e. the subsequent written confirmation of a formal verbal approval.

Article 8: REPRESENTATIVE OF THE CONTRACTOR

8.1- Within fifteen (15) days that follow the date of notification of the service order to begin works, the contractor (entrepreneur) should designate the site foreman who will have the right of representation and sufficient decision to direct the site, to do the necessary supplies and to engage the enterprise.

8.2- For the execution of the present Jobbing Order, the contractor "elects Resident in the North West Region". In case of change of domiciliation without informing the administration, all notifications destined to the contractor will be addressed care of (c/o) the Bamenda City Council, Region of execution of works.

That is, within fifteen (15) calendar days following notification of the service order, the contractor shall be bound to appoint the person in charge of the site or foreman who shall have sufficient powers for representation and decision to lead the works. Signed by the contractor, this appointment shall be addressed by letter to the Project Manager (*Chief of Technical Service CDENO*). Within 8 days, the appointment shall be considered approved if the Contracting Authority does not give objection to it.

Article 9: CONTENT OF WORKS

Works which form the subject of this contract are spelt out in the Special technical conditions.

Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCE

Service order

The notification shall be signed by the Contracting Authority and service order to start works by the Contracting Authority and notify by the Project Manager.

Correspondence

The contractor shall address all written correspondences to the Project Engineer with copies to the Contracting Authority.

NB:- The contractor has ten (10) days within which he has to give observations on all service orders received. The fact of giving out some reservations does not free the enterprise from executing the service orders received.

Article 11: KNOWLEDGE OF THE SITE, GENERAL CONDITIONS OF WORKS AND RESIDENCE OF THE CONTRACTOR

The contractor (entrepreneur) shall visit the site at his expense to acquaint himself with the effective work to be done and make concrete performance proposals. He is expected to have visited and acquainted himself with the site of works and the surroundings so as to have adequate knowledge of all its features, the nature of works to be executed, the importance of materials to be supplied, ways and means of access to the site, the necessary facilities, and also the following:-

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

The contractor shall be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his enterprise shall be validly done at the office of the Senior Regional Officer where the work are executed.

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

The contractor with his/her personnel shall be installed on the site by a Commission comprising of:

- | | |
|---|-----------|
| • The CA or his Representative | Chairman |
| • The Project Engineer | Secretary |
| • The Follow up Engineer | Member |
| • The Sub Delegate MINEPIA Belo | Member |
| • A Staff of the Control Brigade (RDMINMAP) | Member |
| • The Contractor | Member |
| • Local Authority of the Area or his Representative | Member |

CHAPTER II : EXECUTION OF WORKS

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

The works that form the subject of the present Jobbing Order, consist of all works foreseen in the bill of quantities estimated for the **CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT**

MEJUNG, BELO SUB DIVISION Time-limits for execution covers: 03 months

- realization of works;
- Supply of materials;

Under no circumstances shall the duration for execution exceed **three (03) months** it may be increased or reduced taking into consideration the actual quantity of works, interruptions or suspension of works (namely due to climate).

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

Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY

The Contracting Authority shall take all the necessary measures to facilitate the work while the contractor shall provide the Contracting Authority with fifteen (15) copies of the contract. In case the Contracting Authority gets them by himself, the contractor shall refund him the amounts spent. He shall not claim payment for additional works executed unless they have been duly authorized in writing or by an additional clause.

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

The entrepreneur has as mission to assure the execution of works under the control of a Project engineer and in accordance with the rules and norms in force. Hence, the entrepreneur is responsible with regard to the administration, of the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of works. Works will be executed in accordance with the plans and technical specifications, that is, according to the rules of art and the technical norms in force. To this effect, the entrepreneur shall take all measures to provide all necessary means and to hire the competent staff.

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

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

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

Hence:

*The contractor is expected to have knowledge of the site and the conditions for the execution of the works which are the subject of this present Jobbing Order.

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

- * He shall be held responsible therefore for any usage that may occur on the material and people on the site because of his works until the end of the period of guarantee.
- *The entrepreneur is responsible with regard to the Contracting Authority for the quality of the materials and supplies used their perfect adaptation to the needs of the site and the good execution of works.
- *The entrepreneur shall be held fully responsible for accidents and usage of all nature that may occur to his staff, third parties, agents of the Project engineer, his material for the realization of the present contract, during the execution of the works.
- *He has the obligation to put back to its original state the surrounding works usage during the execution of the project.

Article 15: INSURANCE AND PROTECTION OF THE SITES

Civil liability

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

- by his personnel, salaried in service;
- by the equipment used;
- surrounding properties.

Comprehensive risks insurance

In addition, all the work under the project shall be covered by a comprehensive risks insurance issued by a company approved by the competent authority. The expenses incurred for this insurance shall be charged to the contractor.

Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

Protection of the sites

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

Ten-year guarantee

It shall be managed by the Civil Code.

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING

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

The contractor may assign execution of part of the contract to one or several sub-contractors. The contractor shall not sub-contract work without the prior authorization of the Contracting Authority. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor.

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

All subcontracting to a third enterprise of the execution of a part of the works foreseen in the present Jobbing Order is subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the total works described in this Jobbing Order.

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS

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

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

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

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

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

Article 18: EQUIPMENT AND PERSONNEL TO BE PUT IN PLACE

In his bid, the contractor shall undertake to mobilize the human and material resources necessary for adequate execution of works as required by the special administrative and technical conditions.

The contract shall be awarded based on the detailed list of equipment and supervisory and technical staff, completed, if necessary, at the request of the Project Engineer.

Any amendments to the proposals of the technical bid, even partial, shall be subject to the prior written approval of the Project Engineer. In case of amendment, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or equipment with of equal performance in good working order.

Article 19: REPLACEMENT OF SUPERVISORY STAFF

In case of replacement of supervisory staff, the qualification of the personnel proposed shall at least be equal to that of the staff replaced. In case the qualification of the personnel proposed is lower than that of the staff replaced but complies with the requirements of the tender file, the contractor shall be liable to a penalty worth five over one thousand (5/1000th) of the amount of the contract.

Whatever the case and except in case of force majeure, the contractor shall not replace more than fifty percent (50%) of his personnel without being liable to the procedure for termination of the contract.

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

Article 20: MODIFICATION TO STRUCTURES

During execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works which he shall deem necessary for the proper execution and successful outcome of works. However, this shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special administrative conditions.

Article 21: MATERIALS

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

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

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

Article 22: DEMOLITION OF FAULTY STRUCTURES, UNAPPROVED MATERIALS, PENALTIES AND RESTRAINT OF DELAY

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

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

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

In case of delay on the duration of execution of works fixed by this present jobbing order, the entrepreneur will be liable to lateness penalties whose rate corresponds to 1 /2000th of the amount of the Jobbing Order from the first to the thirtieth day of delay and 1 /1000th of the amount of the Jobbing Order for each day above 30 days of lateness. Where the total penalty amount exceeds 10% of the Jobbing Order amount, the Jobbing Order will be terminated.

Article 23: RIGHTS AND PATENTS

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

Article 24: WORK PHASES

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

Article 25: ACCESS TO THE SITE

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

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

Article 26: DUTIES OF THE PROJECT ENGINEER

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

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

The Project Engineer shall have the following duties:

- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;

- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the foreman at the request of the contractor;

Article 27: PROJECT MEETINGS

Project meetings shall hold on a regular basis following the initiative of the Project Engineer.

The contractor shall be bound to attend these meetings whose reports shall be signed by the participants

Article 28: SITE RECORD

A project record shall be kept by the contractor and put at the disposal of the Project Engineer or his representatives.

On a daily basis, it shall include the following details:

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

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

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

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

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

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

Article 30: SECURITY MEASURES

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

Article 31: ENVIRONMENTAL PROTECTION

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

Management. He shall particularly comply with the Special technical conditions relating to environment protection.

Article 32: CLEANING OF THE SITE

Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed within thirty (30) days as from the date of acceptance and before approval of the general and final statement of works.

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE

Prior to the provisional acceptance, the contractor shall request in writing from the Control Engineer, the organization of a technical visit required before acceptance.

This visit shall include, among others, the following operations:

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

These operations shall give rise to a report drawn up on the spot, signed by the Control Engineer and countersigned by the contractor.

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

Article 34: RECEPTION (ACCEPTANCE) COMMITTEE (Provisional and final reception)

The acceptance committee shall be made up as follows:

- Contracting Authority or his representative ----- Chairman
- The Project Engineer (*Ingénieur de marché*) ----- Secretary
- The Follow up Engineer ----- Member
- The Regional Delegate MINMAP or his/her representative Member
- The Chief of Technical Service CDENO -----Member
- The Stores Accountant CDENO -----Observer
- The contractor ----- Member.

As soon as the contractor by writing informs the Chairperson of the reception committee, he shall summon a meeting of the committee to carry out the provisional reception.

The provisional reception shall proceed the technical acceptance comprising the project engineer, project manager (Chief of Technical service CDENO) and the contractor

After a visit to the site, the committee shall examine the report or minutes of the operations required before reception and carry on the reception if appropriate.

The provisional acceptance shall give rise to a reception report which shall be signed on the spot by all the members of the committee. This report of provisional technical reception shall mark the end of works.

Article 35: PROVISIONAL ACCEPTANCE (Provisional reception)

Provisional acceptance shall be granted at the request of the contractor in case the execution of works is satisfactory.

Article 36: PERIOD OF GUARANTEE

The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed.

This period shall last for twelve (12) months as from the day of provisional acceptance.

This period shall last for twelve (12) months as from the day of provisional acceptance.

Article 37: MAINTENANCE DURING THE PERIOD OF GUARANTEE

During the period of guarantee, the contractor shall repair, at his expense and in due time, any disorder that may occur as a result of defects in the structure.

Before the Contracting Authority, the contractor shall be responsible for any disorder that may occur to the structure, except those resulting from fair wear and tear, even those which have not been recorded by the Project Engineer. The contractor shall within twenty (20) days carry out the repairs. After this deadline, the Project Engineer shall have the right to have the repairs carried out at the contractor's expense.

Article 38: FINAL ACCEPTANCE

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

Following final acceptance, the Chairperson of the committee shall draw up a report which may declare the following:

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

Within the time specified by the committee, the contractor shall:

- either lift the reserve made during the provisional acceptance
- or carry out a new acceptance.

All the expenses incurred for the various acceptances, including the lifting of reserves, shall be charged to the contractor.

Article 39: LAWS GOVERNING LABOUR

The contractor shall abide by the laws governing labour in the Republic of Cameroon. As far as possible, he shall give pride of place to Cameroonians during recruitments.

CHAPTER III- FINANCIAL CONDITIONS

Article 40: AMOUNT OF THE CONTRACT

The amount of this contract shall be CFA Francs.....(in figures).....(in words)..... ATI and shall be stated in the detailed estimates, on the flyleaf and on the signature page.

Article 41: PRICE CONSISTENCY

Contractor's price:

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

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

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

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

They also comprise the following headings:

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

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

Article 42: SUB-DETAILED PRICES

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

Article 43: ADDITIONAL WORK - VARIATION IN THE VOLUME AND NATURE OF WORKS

In case of increase of the volume of works, or structures not provided for in the contract, no additional work shall be executed by the contractor unless the Project Engineer has issued a service order to request the said service.

Unit prices of the Price list shall be applied if the additional works have new prices. The validation of these prices shall give rise to an additional clause. Shall be considered as new any price not provided

for in the unit price list or the detailed estimates of this contract but which has been presented in the contractor's bid.

Article 44: MODE AND VENUE OF PAYMENT OF WORKS EXECUTED

The contractor shall be paid on accounts drawn up by applying the prices of the unit price list to works actually carried out.

- Record of works carried out:

At the end of every month, the contractor and the Project Engineer shall draw a joint statement summarizing and setting the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

- Monthly account

- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts.

- End of work account

After completion of works and within fifteen (15) days following the date of acceptance, the contractor shall, from the joint records, draw the draft final account of works actually carried out which shall sum up the amounts that he can claim as payment for the works executed.

The draft final account shall be submitted by the contractor for verification and approval by the Project Engineer

Once approved by the Project Engineer, the draft final account shall become the final account. It shall serve for making out the final payment to settle the contract drawn up under the same conditions as those defined below relating to drawing of monthly accounts.

- General and final account

At the end of the period of guarantee relating to the structures which gives rise to final acceptance of works, Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. This account whose model shall be provided by the Contracting Authority at his convenience shall comprise:

- The final account;
- The final payment;
- The summary of monthly accounts.

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

- Payment of works:

Payment shall be done by the Accounting Officer of CDENO after receiving accounts drawn up by the Contract Engineer and signed by the Contracting Authority upon presentation of an account drawn up by the contracting partners in seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

- Seven copies of the account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work signed by the Project Engineer and bearing the visa of the authorising officer ;
- Release of the retention guarantee signed by the Project Engineer in case of final acceptance of work;

- Default interests

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

- Currency

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

Article 45: START-OFF ADVANCE

a) Request for the start-off advance

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

b) Refund of the start-off advance

The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right 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.

c) Release of bond

As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

Article 46: FINAL BOND

a) Guarantee

The security to guarantee the proper execution of the contract shall be provided within twenty (20) days as from the date of notification of the contract. It shall be kept by the Project Engineer. The bid bond shall be refunded to the contractor once the final bond has been provided.

b) Amount of the final bond

The amount of the final bond shall be 3% of the value of the contract all taxes inclusive (ATI). This security guarantee may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.

c) Release of bank guarantee

Upon completion of works, the bid bond or the bank guarantee shall be refunded at the written request of the contractor.

Article 47: RETENTION BOND

To guarantee the proper execution of works, 10% TTC of the value of the part of the structure concerned shall be deducted from the amount of each payment on account.

Article 48: SECURITY

Within the meaning of the security regime laid down by decree No. 2004/275 of 24 September 2004, the following definitions shall apply:

- Authority in charge of settlement of the expenditure: the Accounting officer CDENO
- Authority in charge of paying the VAT: the Accounting officer CDENO;
- The Accounting officer CDENO shall be in charge of payments;
- Security shall be subject to the rules governing public contracts;
- Payments shall be done by bank transfer.

Article 49: VARIATION OF PRICES

Under this contract, prices shall be unit and fixed prices. These prices shall be final and unchangeable.

Article 50: STAMP AND REGISTRATION

Seven (7) original copies of each constituent document of this contract shall be stamped and registered by and at the expense of the contractor, in accordance with the laws in force; within thirty (30) days as from the date of notification of the contract, the contractor shall register the contract. Failure to do so, the contract may be terminated as of right.

Article 51: TAX AND CUSTOMS REGIME

The amount of the contract shall be given ATI. Amounts ET shall be charged toagreement signed between andThe VAT shall be charged to.....

As concerns taxes, this contract shall be subject to the laws in force in the Republic of Cameroon.

Article 52: PENALTIES

In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:

- $1/2000^{\text{th}}$ of the amount of the contract per calendar day overrun, from the 1st to the 30th day;
- $1/1000^{\text{th}}$ of the amount of the contract per calendar day, beyond the 30th day;
- Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract; A percentage higher than 10% shall lead to termination of the contract.

CHAPTER IV: FINAL PROVISIONS

Article 53: RISKS, RESERVES AND FORCE MAJEURE

Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly.

In case of force majeure, the contractor shall be relieved of his responsibility only if he has notified in writing to the Project Engineer of his intention to put forward this force majeure. This shall be done before the end of the 20th day following the event.

It is up to the Project Manager to decide on the nature of force majeure and the evidence given by the contractor.

Article 54: SETTLEMENT OF DISPUTES

Any dispute arising between the parties shall be subject to an attempt at a direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this contract shall be carried before the Cameroonian court of competent jurisdiction.

Article 55: DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall furnish to the Project Engineer fifteen (15) copies of the contract. In case the control engineer gets them by himself, the contractor shall refund him the expenses incurred.

Article 56: TERMINATION OF CONTRACT

The contract may be terminated as per article 100 of decree No.2004/275 of 24/09/2004 to lay down the Public Contracts Code and the following special conditions:

- non-registration of the contract within the required time-limits;
- non-compliance of technical documents;
- a delay exceeding fifteen calendar days in the execution of a service order or an unjustified halt of works exceeding seven (07) calendar days;
- a delay giving rise to penalties beyond 10% of the amount of the contract;
- refusal to carry over works not properly done;
- refusal to carry out works notified by service order;
- unilateral modification to provisions of the tender file relating to materials and supervisory staff;
- replacement of more than 50% of personnel ;
- non-payment of insurance charges.

Article 57: SPECIAL COMMERCIAL CHARGES

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

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

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

Article 58: INTERNATIONAL TRANSPORTS

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

Article 59: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT

This contract shall become final only after it must have been signed by the Contracting Authority. It shall enter into force upon notification of the contractor by the Project Engineer.

Article 60: INFORMATION TO BE POSTED

The contractor shall put up a sign board near the site on a place approved by the Project engineer

**Text: THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG IN BELO
SUB DIVISION**

Republic of Cameroon

Peace –Work Fatherland

Contracting Authority: the Administrative Director of CDENO

Project owner: The North West Livestock Development Fund (CDENO)

Project Engineer: North West Regional Delegation for Public Works

Duration of works: 03 months

Funding: CDENO Budget for 2018 Financial Year;

Contractor: name of the enterprise



DOCUMENT N°4 :
THE SPECIAL TECHNICAL CONDITIONS

GENERALITIES

This descriptive notes and technical specifications are drawn up for the construction of one permanent cattle crush in the North West Region. This handbook is for those to execute, supervise and the client, to direct and guide them towards quality choice of materials, method of job execution and conditions of execution in order to achieve the highly desired goal. Building materials concerned are generally what is accepted bridge construction norms and only qualified technicians are required to transform these materials into structure clearly shown on the working drawings as its aesthetics is also very much dependent on the manipulation of the carefully chosen materials. These sites, having good surface area, have been found to be favourable to the envisaged structures in terms of, atmospheric conditions, topography, and automobile and pedestrian accessibility but must be verified before construction.

The contractor in charge of this execution must make careful studies of the working drawings. Visit the site and bring up points not understood to the site supervisor for a clarification before making execution drawings and before setting out is carried out.

He will proceed to a careful study of the project and make observations and furnish modifications to the Engineer before commencement of work. All supplementary tasks must be verified and signed by the supervisor. Careful studies must be done before commencement of works.

GENERAL TECHNICAL SPECIFICATIONS

A.1. TECHNIQUES OF REFERENCE DOCUMENTS

For the execution of the work, the contractor will be subject to the requirements and following basic technical documents:

- New technical rules of design and calculations of the works and constructions in reinforced concrete method of the limit states' (BAEL)-EDITION 91.
- French or similar standards approved in Cameroon.
- The rules of Cameroon for the construction and urban planning.
- The notebooks of the clauses and conditions imposed on the construction of public works and buildings in the Republic of Cameroon.
- Standards (AFNOR-CSTB) and technical documents unified (DTU)

A.2. TRIALS AND TESTS.

In foundations and all the works of the structure are the responsibilities of the implementing company. Studies are the responsibility of the company on the plains and calculations guaranteed by him. All complementary studies will be submitted to the approval of the controller.

The contractor shall ensure that the geotechnical characteristics of the soil are available otherwise do any recognition of soil with care, at the responsibility of the Contracting Authority.

All books and materials are subject to the analyses and tests provided for the documents of references above including manufacture of concrete materials, resulting costs being borne by the company. Materials whatsoever can be checked by the controller before use. It may perform all the tests it deems necessary at

any time. These tests will be entrusted to the National Laboratory of Civil Engineering "LABOGENINE" or any other laboratory selected by common agreement with the Contracting Authority.

The results of these tests will have to be passed to the controller for review.

When in doubt on the quality of the materials and the concrete implementation, the controller may request tests that it deems useful for assessment. These trials will be the responsibility of the company.

A.3. REINFORCEMENT WORK

After concreting the pillars, the company will inform the controller of finishing of the reinforcement work for their reception. The term "Good to execute" will be specified in the site log in control after the reception and which will allow the company to proceed with work.

A.4. MATERIALS CONSTITUTING THE CONCRETE

A.4.1 Aggregates.

All aggregate sites will be stored in compartments designed to this effect. Only aggregate authorized on the site are the following;

- 0/5 Crushed gravel
- Crushed gravel 5/15
- Crushed gravel 15/25
- Natural sand or crushing /5 (proportion of items retained on the sieve of 5mm must be less than 10%)

A.4.2. Gravel

They shall be obtained from a variety of quarries including river deposits, manual or machine crushed, chosen by the Contractor and approved by the Supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading will be 5 to 15mm and 15 to 25mm suited to various use. If deemed necessary, it shall be washed before use. Gravel particles of less 5mm retained in each of the above grades should not exceed 10% by weight.

Gravel shall be free from dirt, clay or any organic, matter which should be less than 1.5% and if deemed necessary, it should be washed before use as indicated by the supervisor.

A.4.3. Sands

Sands will have the characteristics specified in the tables relating to the type-approval tests. Sands will be fine, granular and crunching on hand, not sticking. They will get rid of any part earthy or limestone, of various waste, debris and wood.

The nature and origin of sand remains a subject to the controller's approval. The sand component should be more than 75% and the very fine constituents eliminated by settling should be less than 5%. The sand should pass a standard sieve and must be of high quality and free from dirt, clay or any organic matter and if deemed necessary, it should be washed before use.

- For mortar mixes the recommended standard sieve size is 2 to 2.8mm
- For plaster mortar mixes the recommended standard sieve size is 2mm
- For mass concrete mixes the recommended standard sieve is 5mm
- For reinforced concrete mixes the recommended standard sieve is 5mm.

A.4.4. Cement.

The cement will be CPA 45 or 42.5CPJ artificial Portland cements 215.325 standard P.15.302. They will be delivered on site paper bagged six layers. Any wet cement or having been altered by the humidity will be dismissed and removed immediately from the site.

They shall be Ordinary Portland Cement, CPJ 35 manufactured only by CEMENCAN or any other national cement factory, obtained from an approved bulk cement supplier. The bulk supplier must have not kept the

cement in stock for more than two weeks. The contractor shall not stock cement on the site for more than three months. The cement must be stacked on 10cm wooden surface in a well ventilated store that is dry and warm, free from moisture. The quality and state of cement shall be verified by the supervising engineer before use. The use of imported cement is strictly prohibited.

Conflicting samples will be carried out on each batch and submitted at the expense of the contractor to the tests prescribed by the standard P.15.301 of the AFNOR in a certified laboratory.

Lots that do not possess characteristics required will have to be removed from the stock intended for work and evacuated from the site.

Bags must be in good condition at the time of their installation on the site and retained areas covered, perfectly dry and an area of isolated boards of ten centimeter ground (10cm) to a minimum.

A.4.5. Water.

The water used for construction purpose should be clean and free from any impurities which can affect the quality of the mixed materials. It should therefore be fit for drinking and the mix ratio should range between 0.4 and 0.6 By weight and context.

A.4.6. Iron Steel Pipes

All Iron Steel Pipes shall be of specifications **G.I pipes of Diameter 60mm**. The steel will have the characteristics of the standard French 35.001AFNOR. They will be used on the bars of the crushes and shall be linked to one another via concrete pillars.

The concrete spacers include chevelus of attachment to the frame. Ligatures and mounting bars will be sufficient to avoid any distortion of assembly frame, both during the manipulation at the pouring of concrete.

In case of doubt on the quality of steels supplied on site, the employer or a representative of the contractor or, where applicable, the designated contractor may request, the responsibility of the company, to tests on samples taken on site. The tests will be carried out by an approved body.

The reinforcements will be supplied in minimum length of 12metres. The reinforcement iron rods to be used will be mild or high yield steel. No use of recycled and rusted reinforcement rods is permissible.

A.5. THE CONCRETE.

A.5.1 Quality of Concrete.

Fifteen (15) days later after the opening of the construction site, and before any execution, the contractor shall submit to the National Laboratory "LABOGENIE" Civil Engineering or any other laboratory authorized by the control for approval, a composition of all concrete and mortars to be implemented, taking account of the materials delivered to the site.

All concrete used in the foundations (lean concrete, mass concrete, stressed and pre-stressed...) will be executed with the CPJ 35 cement. The composition of concrete implementation will be defined by an analysis of composition of FAURY, VALLETTA, DE DREUX of BOLOMAY methods, carried out by the National Laboratory of Civil Engineering. The contractor shall bear the costs of new composition in laboratory studies. All concrete for reinforced concrete pillars must meet the conditions of required resistance. The requirements are the following.

-Characteristic of 28 days compressive strength; 20 bars

-Resistance to traction at 28 days; 22 bars.

In case these values are not obtained, the company will produce a supporting calculation note of security works concerned in accordance with the rules BAEL. 91. Otherwise, it will request the demolition of the concerned works or their strengthening.

A.5.2 Manufacture of concrete and mortar.

The manufacture of concrete will be conducted by a central concrete to weight determination. Whatever the manufacturing process used, the products obtained shall be homogeneous and perfectly coated aggregates of binders. The duration of mixing to be sufficient to achieve the result intended; once this is achieved, the mixing should not be extended.



The contractor will have any, realize a liquid concrete, given the decrease in resistance caused by excess water. The implementation of dry concrete will be facilitated by the compulsory use of the vibrator. A sample of concrete taken directly in a waste will have to form a regular ball after quick reciprocating in the palm of the hand and detach easily from the latter without dirt. Testing the cone may be imposed. The water/cement ratio will be determined by the moisture of aggregates.

Concrete:

Concrete works shall be of 4 types:

- i. Lean concrete for foundation works where indicated shall be PC 150kg/m³ and 75mm thick.
- ii. Mass concrete for floor works; All concrete in floor construction shall be 100mm thick and dosage of PC300kg/m³
- iii. Reinforced concrete for works above ground level and not submerged for beams, slabs and pillar works shall be PC350kg/m³ with thickness as shown on the construction drawings.
- iv. Reinforced concrete for underground and submerged structure works including; beams, slabs and pillar works: All reinforced concrete work dosage in these locations shall be PC400kg/m³

Underground concrete works shall be mixed with waterproof additives (Super Zaikalite-1kg powder imported) in recommended manufacturer's dosage.

Mortar:

M250 mortar shall be a mixture of 250 (two hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M250 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 300 (three hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used. (Use mortar mixes for various structural components works as specified in project consulting documents available in the procurement unit of PNDP).

A.5.3. Implementation of concrete.

Concrete will be implemented as their manufacture; storage in containers requiring an addition of water at the time of employment is strictly prohibited concrete will be always carefully vibrated by cylindrical needles.

Reinforcement nodes will be willing to allow a good implementation of the concrete on the height of the considered work. The company will take all provisions to ensure an altimeter and a correct fixation of the steel to avoid their displacement during casting. Similarly, it will add all bar mounts and ligatures for correct maintenance of the works (sheaths, tubes, pipes, boxes, cleats, pre-frames. etc) taken by itself or other bodies of state in concrete forms.

The implementation of concrete will be made to the right of the beams and the sails. Before casting of a recovery, the former concrete will be carefully disposed of all gravât the jet of air compressed, transplanted to overhang or project outboard gravels and eliminate milt, then washed if necessary, resumption of concrete additives used according to the sheet fact of the product. No resumption of concrete will be made in the visible parts of the works.

Stripping of the works will be carried out when the concrete will have acquired sufficient strength.

A.5.4. Test of Convenience.

It will be executed on the site before the start of the work, a concrete witness to each "workshop" of concrete. Workshop of concrete, consider a set determined position fixed or movable one site to another and which is served by a determined team fixtures. The minimum number of tubes subjected to test is 9.

The actual manufacture of concrete for the construction can start, after agreement of the control, if the nominal resistance to traction and compression to 7 days, are at least equal to 75/100 minimum resistance required in 28 days. The typical 28 day compressive resistance must be at least equal to 270 bars. Otherwise should immediately repeat the test with a new composition.



A.5.5. Tests of concrete during work, test tube,

They are defined in article "Test of receipt of materials".

B.5.6. Failure to implement, surface condition.

For no-admissible by the Contracting Authority considered on concrete surface conditions, the contractor will have to run to exclusive costs a full patching of the corresponding works with a coating synthetic resin of the type SIKALATEX or equivalent. Implementation and measurements of this coating must conform to the manufacturer's technical background.

NB: (Concrete mixes for various structural component works as specified can be consulted from the Request for Financing Document at PNDP Procurement Unit upon award of contract).

A.6. Acceptance of materials testing.

The DTU standards specify the results of the tests required on materials and their pace.

The resistors mentioned in the tables correspond to characteristic resistance. These tests must run by the Civil Engineering National Laboratory or any other laboratory approved by the MINTP, at the expense of the company.

Constituent Materials of Concrete

- **Crushed Aggregate**

- Crushed 0/5 gravel (river sand)
- Crushed 5/15 fine gravel
- Crushed 15/25 coarse gravel
- Natural or crushed sand 0/5 (the quantity retained on a 5 mm sieve must be less than 10 %.

Crushed aggregate to the site shall be subject to prior approval of the supervisor. The latter must approve the origin of the aggregate. The aggregate should come from rivers, quarries or crushed stable rocks, free of foreign bodies, organic material, dust, mud and clay, whether it sticks to grit or not.

With respect to particle distribution, the following shall apply:

- **Sand (Fine Aggregate)**

Sand shall have the characteristics specified in the tables of approved tests. Sand must be fine, clean, hard, and sharp and must not stick to the hand. It must be free of any soil or limestone, wastes, debris and wood.

It should, if need be, be sieved and washed. The sand must come from approved quarries or from rivers. It must not contain more than 5% weight of grit passing through a sieve with 900 meshes per cm² and must not contain particles, whose biggest dimensions exceed the following limits:

- For mortar 0/2 mm
- For reinforced concrete 0/5 mm
- For non-reinforced concrete 10/5 mm

Cleanness: The sand must have sand equivalent (SE) higher than 75.

- **Cement**

Cement shall be true Portland of standard brand and manufacture, i.e. CPA 45 or CPJ 35 type or equivalent.

The cement used should be artificial Portland cement 215.325 P.15.302 Standard. It should be supplied to the building site in six ply paper bags. Any humid cement shall be rejected and immediately removed from the building site.

The Contractor must inform the supervisor that he has received his supplies.

Random samples could be taken from each lot and tested in an approved laboratory using the AFNOR P.15.301 Standard, at the contractor's expense.

The lots that do not meet the standards must be removed from the stock and taken away from the building site.

The bags must be in good shape, at the time they reach the site, and should be stored in a covered and completely dry place, and on a raised plank surface that is at least 10 cm above the ground.

Reinforcements

All reinforcements or meshes must comply with BAEL 91 specifications. Iron rods must have French AFNOR 35.001 standard characteristics or similar. All reinforcements used in the construction project must be of the Fe E240 grade for smooth bars and the Fe E400 grade for high bond rods. The rods must be cut with shears.

The rod should be bent cold, either manually or mechanically. Hot bending may be allowed for high adhesive rods of a diameter equal to or larger than 32 mm, on condition that a control apparatus is used to avoid overheating, and on the approval of the supervisors.

The diameter of the tube benders used for bending must comply with BAEL 91 rules and approval records. Anchor tabs shall be normal 45-degree elbows at right angle or double knee anchoring. The metal used shall be clean and free from calamine. Bars with defects such as blisters, cracks or hairlines that can affect tensile strength shall be rejected.

Concrete reinforcements shall be assembled to the exact dimensions indicated in the drawings.

Reinforcements must be assembled in the workshop at the building site. They should never be assembled inside the form box if the cheek boards have already been put in place.

The space between the walls of the formwork and reinforcements should be at least 2.3 cm for elevation concrete and 4 cm for foundation concrete. These spaces should be obtained using prefabricated concrete or plastic shims, whose dimension should match the results to be obtained.

The concrete shims should have wires to be used in tying them to the reinforcements. There should be enough shims and mounting bars to prevent the reinforcements from being deformed during handling and concreting.

If there are any doubts as to the quality of the iron rods supplied to the project site, the supervisor or his representative could, ask for tensile strength tests on the samples taken from the batch. Such tests would be done at the contractor's expense. The tests should be carried out by an approved body.

For beam frames, all measures should be taken to keep the bars raised and properly positioned around the supports. Enough vertical stirrup rods should be used to prevent any deformation. All overlaps should comply with BAEL 91 prescriptions.

Frames with traces of non-adhesive rust should be thoroughly brushed off before being placed in the forms. The reinforcements, whether assembled or not, should be stored on boards and not on bare ground.

The iron rods used must be supplied by a reputable and approved manufacturer with guaranteed and stamped production quality. The 6 mm diameter iron rods could be used for circles with diameters of 200mm.

The iron rods supplied must be at least 11 m long

Placing concrete

The concrete should be placed before its initial setting time, and never after it has contained its water content for more than thirty minutes. Storing it in containers for subsequent use after

adding water is strictly prohibited. All concrete should always be thoroughly vibrated using mechanical vibrators.

All reinforcing rods should be placed in such a way that concrete can be poured from the top of the structure in question. The Contractor shall take all measures to trim and position the reinforcements to prevent them from being displaced during concreting. He should also add braces (sleeves, tubes, pipes, angle blocks, pre-frames, etc) to keep the structures set up.

Concrete should be transported from the place where it is made to the place of use with concrete buckets, wheelbarrows or head pans.

Before concreting construction joints, the old concrete must be thoroughly cleaned of any rubble using compressed air, and repeated to reveal gravel and eliminate deposits of dirt; this surface should then be washed and scrubbed with an iron brush and thoroughly soaked. If necessary, admixtures for construction joints can be used, but these must comply with producers' instructions. No concreting of construction joints should be done on the visible parts of structures.

GENERAL TECHNICAL DESCRIPTION OF TENDER

The work here will be the construction of **one (01) permanent cattle crush** at Mejung in Belo Sub Division.

These crushes shall constitute a holding fence of 15mx20m and a gangway of 20m long.

These crushes are to be constructed with **permanent materials (G.I pipes of Diameter 60mm, sand, stones, cement and coarse aggregate).**

The work shall be to bury concrete pillars (20cm x20 cm) as poles (of dimensions: height-1.70m, at 1.4m spacing and crossbars with G.I pipes 63 at the following gaps from the concrete vaccination stand:

- First cross bar from stand = 20cm
- Second cross bar from stand = 30cm
- Third cross bar from stand = 40cm
- Fourth cross bar from stand = 50cm

Concreting of the gang way (**length =20m and width =1.15m at the top to 40cm at the bottom in a trapezoid form see plans**) at a thickness of 20cm with well mixed concrete dosed at 400kg/m³ while providing a gentle slope of about 3% for drainage. The pillars are buried at a minimum depth of 70cm and filled with a concrete mixture of same dosage in a 30X30cm trench.

The dimensions are indicated on the plans.

**BILL OF QUANTITIES AND COST ESTIMATE FOR THE CONSTRUCTION OF TWO (02)
CATTLE CRUSHES IN THE NORTH WEST REGION**

No	DESCRIPTION OF TASK	UNIT	Q'TY	U, P	TOTAL
100	PREPARTORY WORKS				
101	Site clearing	M ²	600		
102	Site installation	LS	1		
	Sub – total 100				
200	EARTH WORKS				
201	Excavation works	M ³	14		
	Sub – total 200				
300	ELEVATION				
301	Pipe Connecting Accessories	Ls	1		
302	Crossbars with G.I pipes	MI	540		
303	RC pillars of 20cm x 20cm	M ³	11		
	Sub – Total 300				
400	FLOORING				
401	Mass concrete @ 20cm thickness on the gang way	M ³	5.5		
	Sub-total 400				
	TOTAL WITHOUT TAXES				
	VAT (19.25%)				
	AIR (2.2%) or 5.5%)				
	TOTAL (All taxes included)				
	NET PAYABLE				

THIS ESTIMATES IS CLOSED AT THE SUM OF _____ () FCFA TTC

CONTENT

CHAPTER I GENERAL PROVISIONS

Article 01- General

Article 02- Definition and consistency of prices

Document N°5 –THE PRICE LIST

CHAPTER I: GENERAL PROVISIONS

Article 01 : GENERAL

The contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works.

Therefore, he shall not present any complaint, except in the conditions provided for by this contract.

Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

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

These costs and charges are the following:

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

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

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

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

DESIGNATION:					
N°prix	Rendement journalier		Quantité totale	Unité	Durée activité
Main d'œuvre	CATEGORIE	Nbre	Salaire journalier	jours facturés	Montant
TOTAL A					
Matériel et Engins	TYPE	Nbre	Taux journalier	jours facturés	Montant
TOTAL B					
Matériaux et Divers	TYPE	Unité	Prix unitaire	Quantité	Montant
TOTAL C					
D	TOTAL COUT DIRECTS A+B+C				
E	Frais généraux de chantier			Dx%	
F	Frais généraux de Siège			Dx%	
G	COUT DE REVIENT			D+E+F	
H	Risques + Bénéfices 10.0%			Gx%	
P	PRIX DE VENTE TOTAL HORS TAXE			G+H	
V	PRIX DE VENTE UNITAIRE HORS TAXE			P/Qté	

DOCUMENT N°07 - FRAMEWORK OF SUB-DETAIL OF PRICES

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

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

- a. Detail of the sales coefficient according to the model presented after this note;
- b- Cost in dry price of the materials provided for the site;
- c. Cost in dry price of the supplies necessary for the site;
- d. Cost of local and expatriate labour;
- e. For each price on the Schedule of prices, a form resulting from points 1, 2, 3 and 4 above indicating the outputs leading to the unit prices;
- f. The precise sub-detail of lump sums for the installation of the site camp, the carting in and out of equipment, laboratory and its equipment, development of a quarry (where need be), etc:
- g. The precise sub-detail of lump sums for the building, maintenance of premises and supply of means put at the disposal of the Contracting Authority;
- h. The sub-detail of dues and taxes.

2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

A. Overheads of the site Studies	-----
Total	C1
B. Overheads of the head office	
- Head office overheads	-----
- Financial overheads	-----
- Risks and profits	-----
Total	C2

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

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

READ AND APPROVED BY THE
CONTRACTOR

SIGNED BY THE ADMINISTRATIVE
DIRECTOR OF CDENO
(CONTRACTING AUTHORITY)

Bamenda, the _____

Bamenda, the _____

REGISTRATION

DECLARATION OF THE INTENTION TO TENDER

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE
MINISTERE DE L'ELEVAGE, DES PECHEES
ET DES INDUSTRIES ANIMALES

REPUBLIC OF CAMEROON
PEACE -WORK -FATHER LAND
MINISTRY OF LIVESTOCK, FISHERIES
AND ANIMAL INDUSTRIES

CAISSE DE DEVELOPPEMENT DE
L'ELEVAGE DU NORD- OUEST (CDENO)

NORTH WEST LIVESTOCK
DEVELOPMENT FUND (NWLDF)

Tel. Fax: (237) 233 36:26:15
Email: cdenobda@yahoo.com

TEL:23336:14:40 /677 83 12 21
BP 399 MANKON BAMENDA

DECLARATION OF THE INTENTION TO TENDER

Fiscal stamp

1000

I, the undersigned Mr.

Nationality

Function

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

Hereby acknowledge receipt of the file for Open National Invitation to Tender

N°..... of

Concerning the

.....

.....

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

Done at On the

General Manager



ANNEX N° 02
THE MODEL TENDER LETTER

I (We) the undersigned
Acting in the capacity of in the name and on behalf of.....
.....atRC N°.by virtue of the power

vested in me (us), resident at (Town), P.O.Box....., telephone N°.

..... after having studied all the documents of the tender file relating to the Invitation to
Tender N°., and after having assessed in my (our) point of view and under
my (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby

tender and commit myself (ourselves) to carry out works for the **CONSTRUCTION OF ONE**

PERMANENT CATTLE CRUSH AT MEJUNG IN BELO SUB DIVISION.

in keeping with the terms and conditions of the tender file in return for the sum of.....FCFA
(.....Francs) *Total without Tax+VAT*, calculated on the basis of the unit
prices stated in the Unit Price List and the detailed estimates, appended to this tender. The prices stated
are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the contract within
three (03) months as from the date of notification of the award of contract.

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

I (we) hereby request that the amounts due by the Contracting Authority be paid to me (us) in the
national currency (FCFA) in account No..... opened in the name
of....., in the records of (Bank)
at.....

Enclosed with this tender are:

- The price list and the detailed estimates duly filled, dated and signed.
- Other documents which in keeping with the requirements of the Tender file must be enclosed
with the tender letter.

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

Signature(s)

Bidder(s)

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, »

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

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

ANNEX N° 03
THE MODEL BID BOND

Bank
Reference of guarantee: No.
To the ADMINISTRATIVE DIRECTOR OF CDENO
Invitation to Tender No.

CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION.

The Contractor (s)hereby submits on to the

Administrative Director of CDENO a bid relating to ***CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION***

To this effect, and in keeping with the conditions stated in the Tender file, the bidder shall present to the Administrative Director of CDENO acting in the capacity of Contracting Authority, a bid bond amounting to CFA Francs (6).

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

.....(in full).

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

The request for payment of guarantee shall be countersigned by the Administrative Director of CDENO. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the enterprise shall be the successful bidder, after presentation of the performance bond which shall be kept by the CDENO Internal Tenders Board.

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps

.....

(5) Bidder

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

(7) Bank



THE ADMINISTRATIVE DIRECTOR OF CDENO, HEREINAFTER REFERRED TO AS THE «CONTRACTING AUTHORITY»

ON THE ONE HAND,

AND

THE COMPANY

.....
P. O. BOX: TEL: FAX:

.....
BASED IN:

.....
TRADE REGISTER NO.: TAXPAYER'S NO. .:

.....
BANK ACCOUNT NO.: WITH:

.....

REPRESENTED BY MISTER, HEREINAFTER REFERRED TO AS THE «CONTRACTOR»

ON THE OTHER HAND,

HAVE AGREED AS FOLLOWS :

CONTENTS

Title I : The Special Administrative Conditions

Title II : The Special Technical Conditions

Title III : The Price List

Title IV : The Detailed Cost Estimate

Page N° ___ and last page of JOBBING ORDER N° _____/JO/CDENO/CITB/ 2018
OF ___/___/2018 signed following Open national invitation to tender with the Contractor

.....
**THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG IN BELO
SUB DIVISION.**

EXECUTION DEADLINE : THREE (03) MONTHS

AMOUNT OF CONTRACT :

TOTAL WITHOUT TAXES	CFA F
VAT = 19.25%	CFA F
TOTAL WITH TAXES	CFA F
AIR = 2.2% OR 5,5%	CFA F
TOTAL TAXES	CFA F
NET TO BE PAID	CFA F

ANNEX N° 04
MODEL SURETY BOND

Whereas _____ (Hereafter called the “the bidder”) has submitted its bids dated _____, Here in after called “the bid”)

KNOW YE ALL PEOPLE by the presence that WE _____, having our registered office at _____ hereinafter called “the Bank”, are bound onto the Administrative Director of CDENO (hereinafter called “the Contracting Authority) in the sum of _____ for which payment will and truly be made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the present if our client refuses or incapable of completing the jobs as stipulated in the contract.

We undertake to pay the Contracting Authority up to the above amount upon receipt of his first written demand, without the Contracting Authority having to substantiate his demand, provided that in his demand the Contracting Authority will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

This guarantee will remain in force up to and including _____ () days after the period of bid validity. Any demand in respect thereof should reach the bank not later than the above date.

Sealed with the common seal of the said bank this _____ day of _____

SIGNATURE OF BANK AUTHORITY



DOCUMENT N°08 – MODEL CONTRACT

DOCUMENT N°08 – MODEL CONTRACT

REPUBLICQUE DU CAMEROUN
 PAIX- TRAVAIL-PATRIE
 MINISTERE DE L'ELEVAGE, DES PECHEES
 ET DES INDUSTRIES ANIMALES

REPUBLIC OF CAMEROON
 PEACE -WORK -FATHER LAND
 MINISTRY OF LIVESTOCK, FISHERIES
 AND ANIMAL INDUSTRIES

CAISSE DE DEVELOPPEMENT DE
 L'ELEVAGE DU NORD-OUEST (CDENO)

NORTH WEST LIVESTOCK
 DEVELOPMENT FUND (NWLDF)

Tel. Fax: (237) 233 36:26:15
 Email: cdenobda@yahoo.com

TEL:23336:14:40 /677 83 12 21
 BP 399 MANKON BAMENDA

JOBGING ORDER N° _____/JO/CDENO/CITB /2018 OF _____ 2018 SIGNED

FOLLOWING OPEN NATIONAL INVITATION TO TENDER

N° _____/ONIT/CDENO/CITB/2018 OF ____ / ____ /2018

THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG IN BELO
 SUB DIVISION.

CONTRACTOR:

P. O. Box:at:
 Tel.:Fax:

PURPOSE: THE CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG IN
 BELO SUB DIVISION.

PLACE: MEJUNG IN BELO SUB DIVISION

DEADLINE: three (03) MONTHS

AMOUNT

<i>TOTAL WITHOUT TAXES</i>	<i>CFA F</i>
<i>VAT =</i>	<i>CFA F</i>
<i>TOTAL WITH TAXES</i>	<i>CFA F</i>
<i>AIR =</i>	<i>CFA F</i>
<i>TOTAL TAXES</i>	<i>CFA F</i>
<i>NET TO BE PAID</i>	<i>CFA F</i>

FUNDING: CDENO BUDGET 2018

DATE OF APPLICATION _____
 DATE OF SIGNATURE _____
 DATE OF NOTIFICATION _____
 DATE OF REGISTRATION _____

ANNEX N° 05
THE MODEL PERFORMANCE BOND (RETENTION FUND)

Bank

Reference of guarantee: No.

To the ADMINISTRATIVE DIRECTOR OF CDENO
BAMENDA, NORTH WEST REGION
Invitation to Tender No.

CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION .

We..... (Bank) have been informed that a contract has been signed between the **Administrative Director of CDENO** acting in the capacity of Contracting Authority, and....., acting as contractor for the **CONSTRUCTION OF ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION.**

In compliance with the provisions of Contract N°., the contractor is bound to present to the **Administrative Director of CDENO, Contracting Authority**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs

.....
We,(bank) do hereby commit ourselves irrevocably and without arguing to pay to the **Administrative Director of CDENO**, at his first written request, and three (03) months the amount of this bond, that is to say., all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

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

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

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

Done at, on

Mr (Mrs).....

Signature(s) & stamps

MAIL ENCLOSURE OF UNIT PRICES

No	DESCRIPTION OF TASK	UNIT	UP, IN FIGURES	UNIT PRICE IN WORDS
100	PREPARTORY WORKS			
101	Site clearing	M ²		
102	Site installation	LS		
	Sub – total 100			
200	EARTH WORKS			
201	Excavation works	M ³		
	Sub – total 200			
300	ELEVATION			
301	Pipe Connecting Accessories	Ls		
302	Crossbars with G.I pipes	MI		
303	RC pillars of 20cm x 20cm	M ³		
	Sub – Total 300			
400	FLOORING			
401	Mass concrete at 20cm thickness on the gang way	M ³		

ANNEX N° 06

MODEL BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

Bank

Reference of guarantee No.....

To the Administrative Director of CDENO

Bamenda, North West Region

Invitation to Tender N°.

BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION WORKS

We..... (Bank) have been informed that a contract shall be signed

between the Administrative Director of CDENO, acting in the capacity of Contracting Authority,

and....., acting as contractor for **CONSTRUCTION OF ONE**

PERMANENT CATTLE CRUSH AT MEJUNG, SUB DIVISION DIVISION.

In compliance with the provisions of Article of Contract N°., the contractor shall be bound to present to the Administrative Director of CDENO, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the enterprise and amounting to CFA Francs

We,(bank) do hereby commit ourselves, irrevocably and without arguing to pay to Administrative Director of CDENO, at the written request the Administrative Director of CDENO, and within four (04) weeks the amount of this guarantee, that is to say.

..... all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the contract.

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the Administrative Director of CDENO.

The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the CDENO Tenders Board. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

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

Done at, on

Mr (Mrs).....

Signature(s) & stamps



ANNEX N° 07
THE MODEL UNDERTAKING BY THE BIDDER

Name of project:.....Invitation to tender N° :.....
Construction of two permanent cattle crushes atand.....
I (We) the undersigned (8)

.....
Acting in the capacity of (9)in the name and on behalf of
(10)..... atRC N°by
virtue of the power vested in me (us), domiciled at P.O.Box..... (Town),
telephone No., after having studied all the documents of the tender file relating to
the Invitation to Tender No., and after having assessed in my (our) point of
view and under my (our) responsibility the nature and difficulties entailed with the execution of the job, I
(we) do hereby tender and commit myself (ourselves) to carry out works for **CONSTRUCTION OF**
ONE PERMANENT CATTLE CRUSH AT MEJUNG, BELO SUB DIVISION.
in keeping with the terms and conditions of the tender file.

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

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

Done at, on

Signature(s).....

Bidder(s).....

For companies, indicate:

The company (company or trade name, form, nationality and registered office)
« represented by the undersigned » (name, first name and status)

For companies without a legal status, indicate:

« We, the undersigned, »
(For each person: name, first name, company name, nationality, location of the registered office)
« Constituted in a group of companies for the execution of this contract, jointly commit ourselves
..... »

(8) Name, first name, profession, residence

(9) Position in the enterprise

(10) Company name



MODEL OF COMMITMENT OF AVAILABILITY

To Whom It May Concern:

Subject: COMMITMENT OF AVAILABILITY.

I the undersigned, _____ a (*specify diploma or certificate*) and holder of National Identity Card N° _____ issued on _____ at _____ Tel: _____ is committed and available to work as _____ (*specify post occupied*) with _____ (*name of enterprise*) if awarded the contract for _____ (*indicate the name of project*). This is in response to Tender N° _____

Done in _____ the _____

Sign; _____

Certified at On the

By

ANNEX N° 09
THE MODEL CURRICULUM VITAE

Name & First name : _____
 Date of birth : _____
 Nationality : _____
 Level of Language

Languages Spoken	Modality	Very good	Good	Average	Poor
ENGLISH	Written				
	Read				
	Speak				
FRENCH	Written				
	Read				
	Speak				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Speak				

Training school : _____
 Date of admission : _____
 Date of graduation : _____
 Diploma obtained : _____ Date _____
 Specific knowledge : Publication, research work _____

Date of start of service : _____
 Number of years of service : _____
 Number of years in the company : _____
 Date of start of service in the company : _____

WORK EXPERIENCE (*)

(*) – Work attestations issued by the various employers shall be enclosed with this curriculum vitae which shall be signed.

- The curriculum vitae shall highlight the importance of projects in which the personnel has worked and the position he actually held in the said projects.



ANNEX N° 10
THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contractable telephone N°	Original Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							
3							
4							
5							
6							
etc							

NB: For each contract named in the above board, please joint:

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

Done on, at

Mr (Messrs).....

Signature(s).....

ANNEX N° 11

MODEL EQUIPMENT LIST

SN	DESIGNATION <i>(Description & frame number)</i>	NUMBER	AGE-STATE	ORIGIN	STATUS
1					
2					
3					
etc					

ANNEX N° 12
KEY STAFF

MODALITY	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
ADMINISTRATIVE AND TECHNICAL STAFF ON SITE				
SUPPORT STAFF				

ANNEX N° 13
MODEL OF SITE VISIT REPORT
[not more than five (05) pages]

I) INTRODUCTION

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

II) COMMENTARY:

- II-1) Nature of the project site.....
- II-2) Accessibility to the project site:
- II-3) Vegetation (trees, shrubs etc).....
- II-4) Topography of the site.....

NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME AS PROOF THAT I WENT TO THE SITE AND SO JUSTIFY MY COMMENTARY ABOVE

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

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

V) DIFFICULTIES:

V) CONCLUSION.....

SIGNATURES:

Signature of the Beneficiary

Signature of Managing Director, name and Enterprise stamp

**DOCUMENT N°10: LIST OF BANKING ESTABLISHMENTS
AND FINANCIAL BODIES AUTHORISED TO ISSUE BONDS
FOR PUBLIC CONTRACTS**

DOCUMENT N°10

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

**Note relating to banking establishments and financial bodies
authorized to issue bonds**

The Contracting Authority is bound to insert, at this level, a copy of the instrument by the Minister in charge of Finance giving the updated list of banking establishments approved by MINFI to issue bonds for public contracts in accordance with the Public Contracts Code.

LISTE DES BANQUES AGREEES PAR LE MINFI

- 1- Afrikland First Bank (First Bank);
- 2- Banque Internationale du Cameroun pour l'Épargne et le Crédit (BICCEC) ;
- 3- CITI BANK Cameroon (CITI-C);
- 4- COMMERCIAL BANK CAMEROON (CBC);
- 5- ECOBANK Cameroun (ECOBANK);
- 6- National Financial Credit Bank (NFC-BANK);
- 7- Société Commerciale de Banque Cameroun (CA-SCB);
- 8- Société Générale des Banques au Cameroun (SGBC) ;
- 9- Standard Chartered Bank Cameroon (SCBC);
- 10- City Bank Cameroon (City group);
- 11- Union Bank of Cameroon (UBC).
- 12- United Bank for Africa (UBA)
- 13- Banque Atlantique du Cameroun (BACM);

This list is available at ARMR.

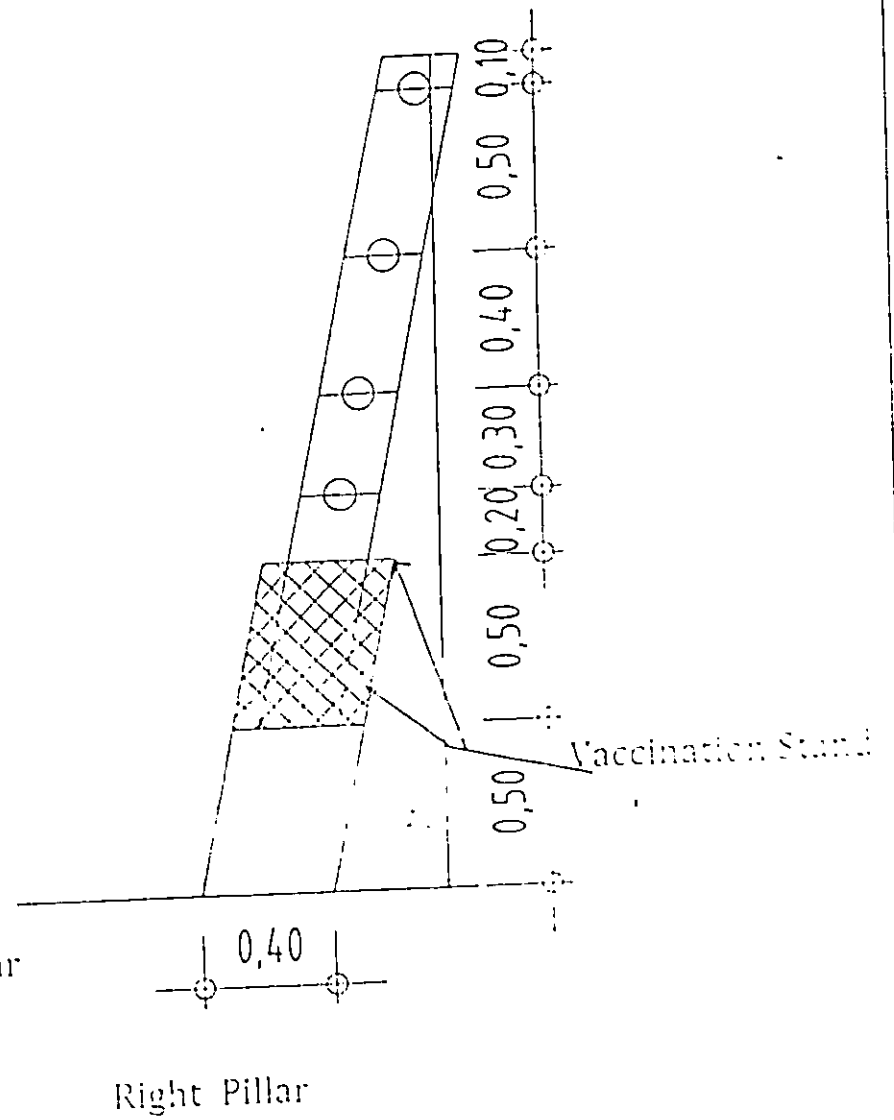
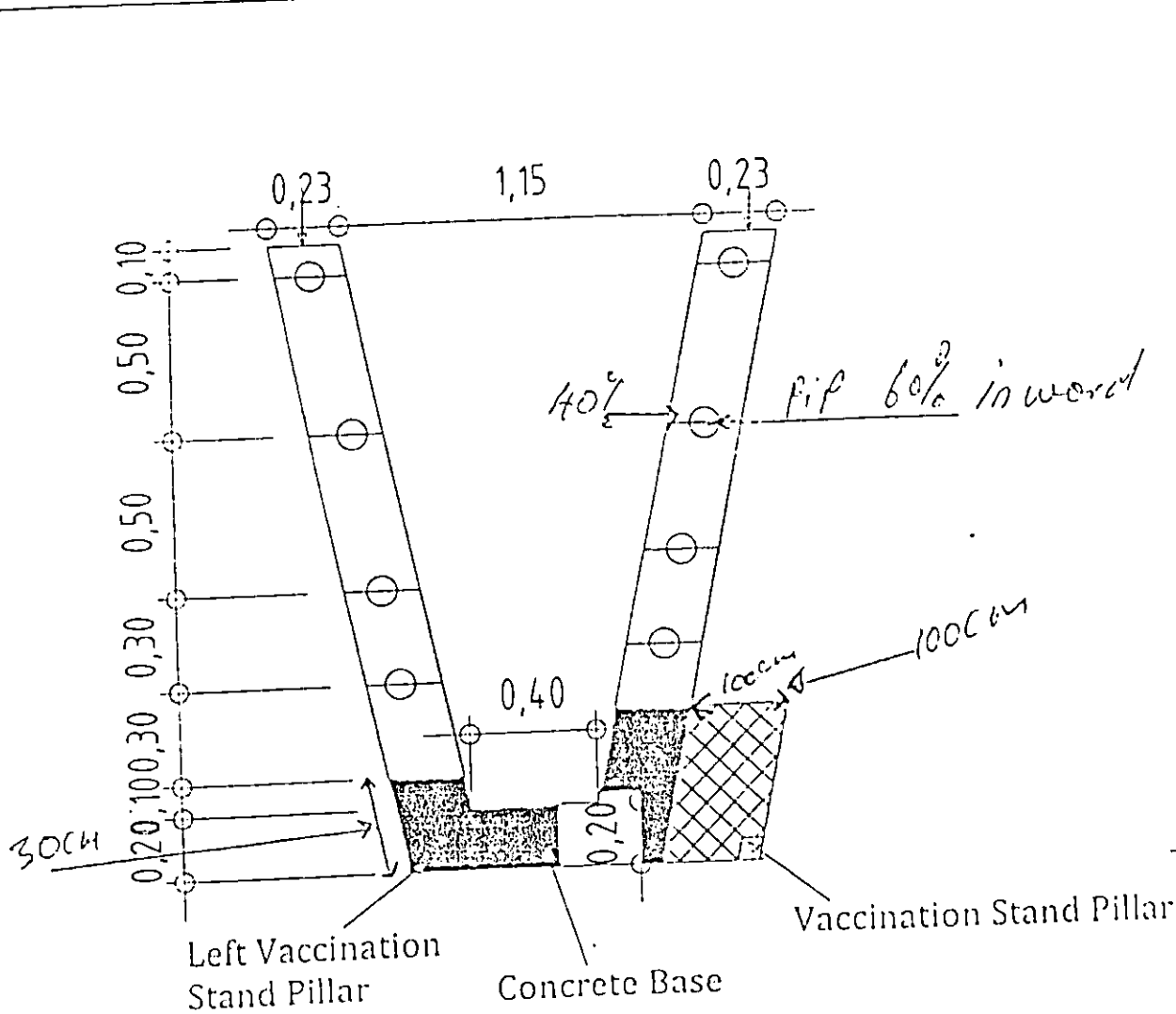
B- INSURANCE COMPANIES

- 1- Chanas Assurances;
- 2- Activa Assurances

Update list of Banks' institutions from ARMP
88



DOCUMENT N°11: DRAWINGS (WORK PLANS)



Section a-a

SAMPLE OF SIGN BOARD



REPUBLIC OF CAMEROON
PEACE - WORK - FATHERLAND



**MINISTRY OF LIVESTOCK, FISHERIES AND ANIMAL
INDUSTRIES**

**NORTH WEST LIVESTOCK DEVELOPMENT FUND
(CDENO)**

**CDENO CONSTRUCTED CATTLE CRUSH
YEAR: 2018**

Document 12 : EVALUATION GRID:

I - PERSONNEL

NO	DESIGNATION	EXISTENCE		OBSERVATION
		Yes	No	
A	WORKS DIRECTOR (Civil or hydraulic engineer with at least five years working experience)			
1	Attestation of presentation of Original of diploma			
2	Certified copy of diploma			
3	Certified copy on national ID card			
4	CV dated and signed			
5	Attestation of availability			
B	SITE FOREMAN (Senior Livestock Technician with at least five years experience)			
1	Attestation of presentation of Original of diploma			
2	Certified copy of diploma			
3	Certified copy on national ID card			
4	CV dated and signed			
5	Attestation of availability			
C	TEAM LEADER (Technician at least five years experience in the domain of building construction)			
1	Attestation of presentation of Original of diploma			
2	Certified copy of diploma			
3	Certified copy on national ID card			
4	CV dated and signed			
5	Attestation of availability			
TOTAL		15YES		

II- REFERENCES

NO	DESIGNATION	EXISTENCE		OBSERVATION
		Yes	No	
A	02 REFERENCES IN THE DOMAIN OF LIVESTOCK INFRASTRUCTURES (AMOUNT AT LEAST 8 MILLION FRANCS)			
1	First Project			
	Copy of registered contract (first and last page)			
	PV of reception (copy)			
2	Second Project			
	Copy of registered contract (first and last page)			
	PV of reception (copy)			
B	02 REFERENCES IN THE DOMAIN OF CIVIL OR HYDRAULIC WORKS			
1	First Project			
	certified copy of registered contract (first and last page)			
	PV of reception (certified)			
2	Second Project			
	certified copy of registered contract (first and last page)			
	PV of reception (certified)			
TOTAL		/8 YES		

III- EQUIPMENT

1	Proof of ownership or rental of a concrete mixer and in good operating condition/ vibrator			
2	Proof of ownership or rental of a vehicle (pick up 4x4) in good working condition with current immatriculation certificate and road worthiness certificate certified by the services of Transport			
3	Proof of ownership of hand tools in good operating condition			
TOTAL		/3 YES		

IV- METHODOLOGY OF INTERVENTION AND WORK EXECUTION

NO	DESIGNATION	EXISTENCE		OBSERVATION
		Yes	No	
1	Attestation of site visit			
2	Site visit report with pictures			
3	Planning of work execution			
4	Site installation plan			
5	Description of health and safety measures at building site			
6	Description of socio-economic and environmental measures to protect the building site			
7	Work execution methodology and technical proposal			
8	Organizational chart of the enterprise and organization chart of the building site			
9	Description of maintenance measures during the guarantee period			
TOTAL		/9 YES		

V- PRE FINANCING

NO	DESIGNATION	EXISTENCE		OBSERVATION
		Yes	No	
1	An Attestation of financial capacity issued by the same bank for the bid bond indicating 55% Capacity of pre financing of the project amount			
TOTAL		/1 YES		

TOTAL GLOBAL NOTE	/36 yes		
--------------------------	----------------	--	--