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PRESIDENCY OF REPUBLIC

MINISTRY OF PUBLICS CONTRACTS

REGIONAL DELEGATION

NORTHWEST

REGIONAL TENDERS BOARDS

PROJECT OWNER:

MAYOR BENAKUMA COUNCIL

CONTRACTING AUTHORITY:

*THE REGIONAL DELEGATE OF PUBLIC
CONTRACTS FOR THE NORTH WEST*

TENDERS BOARD:

NORTH WEST REGIONAL TENDERS' BOARD

OPEN NATIONAL INVITATION TO TENDER

N° 23 /ONIT/RDMINMAP/NWRTB/2018 OF 7/10/18
2018 FOR THE CONTROL AND SUPERVISION OF
MAINTENANCE WORKS OF SOME COUNCIL
ROADS FROM WUM – MBINJAM – BAFMENG -
CHAH (30KM), BAFMENG - ISE (11KM), MODELLE –
OKOROMANJANG – MBAMBA (20KM),
OKOROMANJONG – BATOMO (20KM) IN
MENCHUM DIVISION OF THE NORTH WEST
REGION

BY EMERGENCY PROCEDURE

FUNDING: ROAD FUNDS-2018

Imputation N°: _____

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Document No. 1: Tender notice

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N^o 23 /ONIT/RDMINMAP/NWRTB/2018 OF HE/18 FOR THE CONTROL AND SUPERVISION OF MAINTENANCE WORKS OF SOME COUNCIL ROADS FROM WUM – MBINJAM – BAFMENG - CHAH (30KM), BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG - MBAMBA (20KM), OKOROMANJONG - BATOMO (20KM) IN MENCHUM DIVISION OF THE NORTH WEST REGION

(BY EMERGENCY PROCEDURE)

FINANCING ROAD FUND-2018

1. Subject of the invitation to tender:

The Regional Delegate, Contracting Authority launches an **Open National Invitation to Tender by emergency procedure** for the control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km),¹ Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region. The works to be executed are spelt out in Article 29(a) and 29(d) of the Special Regulations governing the invitation to tender (RPAO) enclosed with the Tender File.

2. Nature of services

The services comprise notably the project for the control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region.

3. Execution deadline

The maximum deadline provided by the Project Owner or Contracting Authority for the execution of the services forming the subject of this invitation to tender is **Nine (09) Months**.

4. Lots

The services are in one lot as follows.

- The control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region.

5. Estimated cost

The estimated cost after preliminary studies is **Twenty Four Million Eight Hundred and Four Thousand Four Hundred and Seventy Nine (24,804,479) francs CFA**

6. Participation and origin

Participation to this invitation to tender is open to enterprises of Cameroonian nationality that have experience and have carried out control works in this domain

7. Financing

Works which form the subject of this invitation to tender shall be financed by Road Funds for 2018.

8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment or a recognised insurance company approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount of **Four Hundred and Nine Six Thousand Five**

Hundred (496,500) FCFA and valid for thirty (30) days beyond the date of validity of bids.

9. Consultation of tender file:

The file may be consulted during working hours at the Regional Delegation of MINMAP North West, **Private Secretariat of the Regional Delegate of Public Contracts North West**, Door number 101, Tel; 233361887 as soon as this notice is published.

10. Acquisition of tender file:

The file may be obtained from the Regional Delegation of MINMAP North West, **Private Secretariat of the Regional Delegate of Public Contracts North West**, door number 101 as soon as this notice is published against payment of the non refundable sum of **Forty Two Thousand (42,000) CFA francs**, payable at Bamenda Regional Treasury.

11. Admissibility of bids

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

They must obligatorily be not older than **Three (3) months** preceding the date of submission of bids or may be established after the signature of the tender notice

Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.

12. Submission of bids:

Each bid drafted in English or French in seven (7) copies including the original and six (6) copies marked as such, should reach the Regional Delegation of MINMAP North West, **Private Secretariat of the Regional Delegate of Public Contracts North West**, Door number 101 not later than 27/6/18 at 12.00 noon and should carry the inscription:

OPEN NATIONAL INVITATION TO TENDER

N° 33 /ONIT/RDMINMAP/NWRTB/2018 OF 716 /2018 FOR THE
CONTROL AND SUPERVISION OF MAINTENANCE WORKS OF SOME COUNCIL
ROADS FROM WUM – MBINJAM – BAFMENG - CHAH (30KM), BAFMENG - ISE
(11KM), MODELLE – OKOROMANJANG - MBAMBA (20KM), OKOROMANJONG -
BATOMO (20KM) IN MENCHUM DIVISION OF THE NORTH WEST REGION
(BY EMERGENCY PROCEDURE)

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

13. Opening of bids

The bids shall be opened in two phases. The opening of the administrative file and the technical bid shall first take place followed by the opening of the financial bids of bidders who obtained the required minimum technical score.

The opening of administrative documents and the technical bids on 27/6/18 at 01.pm local time by the North West Regional Tenders Board situated at SONAC Street Bamenda.

Only bidders may attend or be represented by a duly mandated person.

The opening of the financial bids shall take place at the end of the technical analysis and shall only concern bidders who obtained the minimum required score of 75%.

14. Execution deadline

The maximum deadline provided by the Project Owner for the provision of the services forming the subject of this Jobbing Order is **Nine (09) months**

15. Evaluation criteria

15.1 Eliminary criteria

- Absence of one of the administrative documents;
- False declaration or falsified documents;
- Absence of bid bond or insufficient bid bond;
- Technical score below 75 on 100;
- Incomplete Technical or Financial files.
- Deadline higher than prescribed;
- Bid with external envelope having a sign or mark identifying the bidder;
- Non completion of a project in the previous years in the North West Region or excluded from public contracts by MINMAP.

15.2 Essential criteria

Criteria relating to the qualification of bidders shall concern the following aspects:

Nº	ESSENTIAL CRITERIA	EVALUATION
1	General presentation of bid	5 pts
2	Financial guarantee	20 pts
3	Organization, methodology and planning of execution of works	25 pts
4	Human and material resources	40 pts
5	Bidder's reference	10 pts
TOTAL		100 % pts

Only bidders who obtain a technical score of at least 75 points on 100 shall have their financial bids examined.

16. Method of selection of consultant

The consultant shall be chosen using the method in accordance with the procedure described in this Tender File.

17. Award

The Jobbing Order shall be awarded to the realistic **best bidder** as specified in the Special Regulations of this tender.

18. Validity of bids

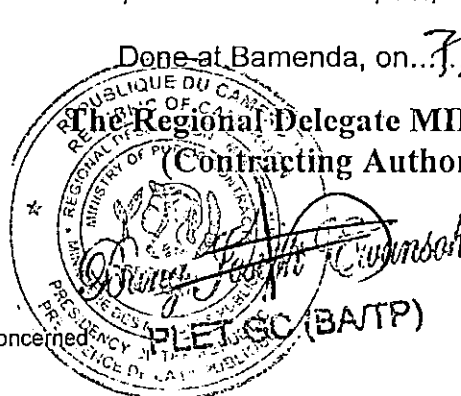
Bidders will remain committed to their bids for **90 days** from the deadline set for the submission of bids.

19. Complementary information

Complementary information may be obtained during working hours from the Regional Delegation of MINMAP North West, **Private Secretariat of the Regional Delegate of Public Contracts North West**, Door number 101, Tel; 233361887.

Done at Bamenda, on... 7/6/18....

The Regional Delegate MINMAP/NW
(Contracting Authority)



Copies:

- MINMAP
- ARMP
- Project Owner or Delegated Project Owner concerned
- Chairpersons of TB
- Notice Boards

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

NO. 33.../AONO/DRMINMAP/CRPM-NO /2018 DU 31/6/2018

POUR LA MAITRISE D'ŒUVRE DES TRAVAUX D'AMÉNAGEMENT D'ENTRETIEN DE CERTAINES ROUTES DANS CERTAINES COMMUNE DE MENCHUM WUM – MBINJAM – BAFMENG - CHAH (30KM), BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG - MBAMBA (20KM), OKOROMANJONG - BATOMO (20KM) RÉGION DU NORD OUEST.

(EN PROCEDURE D'URGENCE)

Financement: FOND ROUTIER-2018

1. Objet de l'Appel d'Offres

Les prestations à exécuter sont définies dans le Dossier d'invitation D'Offres concernant la maîtrise d'œuvre des travaux d'aménagement d'entretien de certaines routes dans certaines commune de Menchum Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) Région du Nord Ouest (Fond Routier Exercice budgétaire 2018. Selon les articles 29 (a) et 29 (d) du code des marches publics.

2. Consistance des travaux

Les travaux d'aménagement d'entretien de certaines routes dans certaines commune de Menchum Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) Région du Nord Ouest.

3. Délais d'exécution

Le délai maximum prévu par le Maître d'Ouvrage ou le Maître d'Ouvrage Délégué pour la réalisation des travaux objet du présent appel d'offres est de **Neuf (09) mois**.

4. Allotissement

Les travaux sont en un lot ci-après définis :

- pour la maîtrise d'œuvre des travaux d'aménagement d'entretien de certaines routes dans certaines commune de Menchum Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) Région du Nord Ouest

5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **Vingt-quatre millions huit cent quatre mille quatre cent neuf (24, 804,479) francs CFA**

6. Participation et origine

La participation au marché est ouvert à égalité des conditions, à toutes les entreprises basées au Cameroun et remplissant les conditions nécessaires les autorisant à participer à la invitation d'offres référant au document No 2 dudit appel d'offres.

7. Financement

Les travaux référant à cette invitation d'offres sont financés par le budget Fond Routier du Cameroun de l'exercice 2018.

8. Cautionnement provisoire

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du DAO, précisant **Quatre cent quatre-vingt-seize mille cinq cent (496,500)** et valable pendant trente (30) jours au-delà de la date originale de validité des offres.

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

Le dossier peut être consulté aux heures ouvrables à la Délégation Régional MINMAP N.O, **Secrétariat prive du Délègue Régional, porte 101, Tel 233361887** dès publication du présent avis.

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

Le dossier peut être obtenu a la Délégation Régional MINMAP N.O, **Secrétariat prive du Délègue Régional, porte 101, Tel 233361887** dès publication du présent avis, contre versement d'une somme non remboursable de **Quarante Deux mille (42,000) francs CFA** francs CFA, payable à Trésor Public Régionale Bamenda.

11. **Remise des offres**

Chaque offre rédigée en français ou en anglais en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, devra parvenir la Délégation Régional MINMAP, **Secrétariat prive du Délègue Régional, porte 101**, au plus tard le 27/6/18 à 12.00 heures et devra porter la mention :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

NO. 23../AONO/DRMINMAP/CRPM-NO /2018 DU 27/6/2018

POUR LA MAITRISE D'ŒUVRE DES TRAVAUX D'AMÉNAGEMENT PAR ENTRETIEN CERTAINE ROUTE DANS LA COMMUNE DU MENCHUM WUM – MBINJAM – BAFMENG - CHAH (30KM), BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG - MBAMBA (20KM), OKOROMANJONG - BATOMO (20KM) RÉGION DU NORD OUEST.
(EN PROCEDURE D'URGENCE)

A n'ouvrir qu'en séance de dépouillement"

12. **Recevabilité des offres**

Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Gouverneur, Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

13. **Ouverture des plis**

L'ouverture des plis se fera en **deux** temps.

L'ouverture des pièces administratives et des offres techniques aura lieu le 27/6/18 à 13.00 heures par la Commission Régional de Passation des Marchés de Nord Ouest dans la salle de conférence de la Délégation Régional du MINMAP N.O sise à Bamenda

Seuls les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une personne de leur choix dûment mandatée.

14. **Critères d'évaluation**

1. **Critères éliminatoires**

- Absence d'un document administratif requis ;
- Fausse déclaration ou pièces falsifiées ;
- Absence d'une caution de soumission ou caution de soumission insuffisante ;
- Evaluation technique inférieure à 75 sur 100;
- Document technique ou financier incomplet.
- Délai d'exécution supérieur à celui prescrit dans le DAO;
- Offres dont l'enveloppe extérieure porte les marques ou signes permettant de reconnaître le soumissionnaire;
- Non achèvement d'un projet pendant les années antérieures sur l'étendue du territoire National ou suspendu par le MINMAP.

2. **Critères essentiels**

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

No	Critères Essentiel	EVALUATION
1	Présentation générale de l'offre	5 pts
2	Expériences de L'entreprise pour les travaux similaires	20 pts
3	Capacités techniques (ressources humaines et matérielles)	40 pts
4	Méthodologie et le plan d'exécution des travaux	25 pts
5	Capacité financière	10 pts
TOTAL		100% de pts

15. **Attribution**

Le contrat sera accordé au mieux-disant enchérisseur réaliste comme spécifié dans les Règlements Spéciaux de ce DAO

16. **Durée de validité des offres**

Les soumissionnaires restent engagés par leur offre pendant 90 jours à partir de la date limite fixée pour la remise des offres.

17. **Renseignements complémentaires**

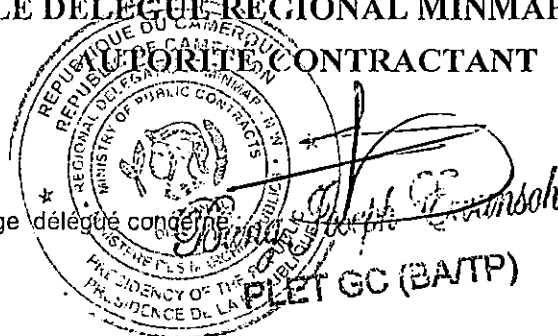
Les renseignements complémentaires peuvent être obtenus aux heures ouvrables à la Délégation Régional MINMAP N.O, Secrétariat privé du Délégué Régional, porte 101, Tel 233361887.

Fait à Bamenda, le..... 7/6/18

LE DELEGUE REGIONAL MINMAP/NO
AUPORTE CONTRACTANT

Copies :

- MINMAP
- ARMP ;
- Maître d'Ouvrage ou Maître d'Ouvrage délégué compétent
- Présidents CPM ;
- Affichage.



Document No. 2:
General Regulations of the
invitation to tender

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General regulations of the invitation to tender

1. General

- 1.1 The Contracting Authority selects a service provider in accordance with the selection method specified in the Special Regulations of the invitation to tender.
- 1.2 Candidates are invited to submit an administrative file, a technical bid and a financial bid for the provision of the services necessary for the accomplishment of the mission stated in the Terms of Reference. The proposal shall serve as base for negotiation of the contractual terms and eventually the signing of the contract with the candidate retained.
- 1.3 The mission shall be accomplished in accordance with the calendar indicated in the Terms of Reference. Where the mission involves several phases, the performance of the service provider during this phase should satisfy the Project Owner before the next phase commences.
- 1.4 Candidates must be acquainted with the local conditions and take them into account in preparing their bids. To receive first-hand information on the mission and local conditions, candidates are advised, prior to submitting their offers, to take part in the preparatory conference before the preparation of proposals, if the Special Regulations provide for one. But participation in such a conference is not obligatory. Representatives of the candidates must contact officials mentioned in the Special Regulations to organise a visit or obtain complementary information on the preparatory conference. Candidates must ensure that officials are informed of their visit at the required time to take the appropriate measures.
- 1.5 The Project Owner shall furnish the information specified in the Terms of Reference, help the service provider to obtain the licences and permits necessary for the provision of the services and furnish the related data and reports on the project.
- 1.6 It should be noted that:
 - i) costs for preparing the bids and negotiation of the contract, including the visit to the Project Owner are not considered as direct costs of the mission and are therefore not reimbursable; and that
 - ii) the Contracting Authority is not bound to accept any of the bids which would have been submitted.
- 1.7 Service providers shall furnish objective, impartial and professional counsel; in all circumstances, they shall defend the interest of the Project Owner without consideration of an ulterior mission and scrupulously avoid any possibility of conflict of interest with other activities or with the interests of their enterprise. Service providers must not be engaged for missions which would be incompatible with their present or past mission towards other Project Owners or which would risk making it impossible for them to execute their task to the best interest of the Project Owner.

1.7.1 Without prejudice to the general character of this rule, service providers shall not be bound by the circumstances stipulated hereunder:

a) No enterprise engaged by the Contracting Authority shall supply goods and services or provide services for a project, nor shall any enterprise affiliated to it be accepted to provide advisory services for the same project. Equally, no design office engaged to supply consultancy services in view of the preparation or execution of a project nor shall any enterprise affiliated to it, eventually be admitted to supply goods, provide services or execute services linked to its initial mission for the same project (unless it is a continuation of the same project).

b) Neither the service providers nor enterprises affiliated to them can be engaged for a mission which, by its nature, risks being incompatible with another of its missions.

1.7.2 As indicated in paragraph 1.7.1(a) above, service providers may be engaged to perform service downstream where it is essential to ensure some continuity, in which case the Special Regulations must state this possibility and the criteria used in the selection of the service provider must take into account the possibility of renewal. It is exclusively up to the Project Owner to decide to execute or not the activities downstream and if in the affirmative, to determine which service provider shall be engaged to this end.

1.8 The Contracting Authority requires of its bidders and contractors that they strictly respect the rules of professional ethics during the award and execution of these contracts. By virtue of this principle, the Contracting Authority:

a) For purposes of this clause, defines the expressions below in the following manner:

i) is guilty of "corruption" anyone who offers, gives, solicits or accepts any advantage in view of influencing the action of a public employee during the award or execution of a contract;

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

iii) "collusion" refers to any form of agreement between two or several bidders (whether the Contracting Authority has knowledge of it or not) aimed at artificially maintaining the price of bids at levels that do not correspond to those that will result from competition;

iv) and "coercive practices" refer to any form of attack on persons or their property or threats against them in order to influence their action in the award or execution of a contract;

b) May reject an award proposal if it determines that the proposed winner is directly or through an agent, guilty of corruption was involved in fraudulent manoeuvres, collusion or coercive practices for the award of the contract.

- 1.9 Candidates shall communicate information on commissions and bonuses possibly paid or to be paid to agents in relation to this bids and the execution of the contract if it is awarded to the candidate, as requested in the financial bid form ((Tender Letter).
- 1.10 Candidates must not have been excluded from being awarded contracts because of corruption or fraudulent manoeuvres.

2. Clarifications and amendments done on the Tender File and complaint

- 2.1 Candidates have up to a date specified in the Special Regulations to request for clarifications on any of the documents of the Tender File. Any request for clarifications must be in writing and forwarded by mail, fax, or electronic mail to the address of the Contracting Authority with a copy to the Project Owner found in the Special Regulations. The Contracting Authority gives his response by mail, fax or electronic mail to all candidates who bought the tender file and sends a copy of the response (by attaching an explanation of the request for clarification, without identifying the origin) to all those who intend to tender.
- 2.2 At any moment before the submission of bids, the Contracting Authority may, for whatever reason, either at his own initiative, either in reply to a request for clarification from a candidate invited to tender, amend documents of the Tender File by way of an addendum. Any amendment is published in writing in the form of an addendum. The addenda are communicated by postal mail, fax or electronic mail to all the candidates requested and are obligatory on them. At his convenience, the Contracting Authority may postpone the date for the submission of bids.
- 2.3 Between the publication of the tender notice and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may petition the Contracting Authority.
- 2.4 The petition must be addressed to the Minister in charge of Public Contracts with a copy to the Contracting Authority and the body in charge of the regulation of public contracts and to the chairperson of the Tenders Board.
- It must reach not later than five (5) days before the opening of bids.
- 2.5 The Contracting Authority has five (5) days to react. The copy of the reaction shall be transmitted to the body in charge of the regulation of public contracts.

3. Establishment of proposals

- 3.1 Candidates are bound to submit bids in the language(s) indicated in the Special Regulations.

Technical proposal

- 3.2 During the preparation of the technical bid, candidates are supposed to examine in detail the documents that make up the consultation file. The blatant insufficiency of the information furnished may lead to the rejection of a bid.

During the preparation of the technical bid candidates must pay particular attention to the following considerations:

- i) The candidate who thinks he does not have all the necessary skills for the mission may obtain them by associating with one or several individual candidates and/or other candidates in the form of joint-venture or sub-contracting as the case may be. Candidates may only enter into joint venture with other candidates solicited for this mission with the approval of the Contracting Authority as indicated in the Special Regulations. Candidates are encouraged to seek the participation of national candidates by concluding joint venture agreements (notarised agreements) with them or sub- contracting part of their mission to them.
 - ii) For missions based on work time, the estimate of the work time shall be provided for in the Special Regulations. Meanwhile, the bid must be based on the estimation done by the candidate of the work time put in by the personnel.
 - iii) It is recommended that the proposed specialised personnel make up the majority of the candidate's permanent staff or have a stable long standing working relation with the candidate.
 - iv) The proposed specialised personnel must have at least the experience indicated in the Special Regulations, experience which it would have acquired in similar working conditions in the country where the mission will take place.
 - v) No choice of specialised personnel may be proposed and only one curriculum vitae (CV) per job position shall be authorised.
- 3.3 Reports to be produced by candidates within the framework of this mission must be written in the language(s) stipulated in the Special Regulations. It is recommended the candidate's personnel should have a good practical mastery of English and French.
- 3.4 The candidate's technical offer with the help of the attached tables should provide the following information (Document No. 4):
- i) A brief description of the candidate and a general idea of his recent experience within the framework of similar missions (Table 4B). For each of them, this summary must especially indicate the characteristics of the proposed personnel, the duration of the mission, the amount of the contract and the share of the candidate.
 - ii) All possible observations or suggestions on the Terms of Reference, data, services and installations must be furnished by the Contracting Authority (Table 4C).
 - iii) A description of the methodology and work plan proposed to accomplish the mission (Table 4D).

- iv) The composition of the team proposed by specialty as well as the tasks which are assigned to each member and their calendar (Table 4E).
- v) Recent curricula vitae signed by the proposed specialised personnel and the representative of the candidate empowered to submit the proposal (4F). In the key information must feature for each, the number of years of experience of the candidate and the scope of responsibilities exercised within the framework of the various missions during the past ten (10) years.
- vi) Estimates of the contribution by the personnel (senior and support staff, time), necessary for the accomplishment of the mission, justified by bar diagrams, indicating the work time provided for each senior staff of the team (Tables 4E and 4G).
- vii) A detailed description of the method, personnel strength and follow-up envisaged for training, if the Special Regulations state that this is a major element of the mission.
- viii) Any other information requested in the Special Regulations.

3.5 The technical proposal must not include any financial information.

Financial proposal

- 3.6 The financial bid must be established using model tables (Document No. 5). It lists all the related costs of the mission. If need be, all the costs may be distributed by activity.
- 3.7 The financial bid must separately present taxes, duties (including social security contributions), rates and other applicable tax costs by virtue of the laws in force on the candidates, sub-contractors and their personnel (other than citizens or permanent residents of Cameroon), except otherwise indicated in the Special Regulations of the Invitation to Tender.
- 3.8 Candidates must indicate the price of their services in the currency (ies) specified in the Special Regulations.
- 3.9 Commissions and bonuses paid to be paid eventually by the candidates in relation to their mission shall be specified in the submission letter of the financial bid (Section 5.A).
- 3.10 The Special Regulations of the invitation to tender indicates the duration of the validity of the bids from the date of submission. During this period, candidates must make available the specialised personnel proposed for the mission. The Contracting Authority in relation with the Project Owner shall do everything possible to conclude the negotiations within the time limit. If he intends to extend the validity of the bids, candidates who do not want it are justified in refusing such an extension.

4. Submission, reception and opening of bids

- 4.1 The original of the bid must be in indelible ink. It should have no additions between the lines or overloading on the same text. Except only to correct possible mistakes made by the candidate himself, any correction of this type must be initialled by signatory (ies) of the bids.
- 4.2 A representative duly authorised by the candidate must initial all the pages of the bid. This authorisation must be confirmed by a written power of attorney attached to the bid.
- 4.3 For each proposal, the candidates must prepare the number of copies indicated in the Special Regulations of the invitation to tender. Each technical and financial bid must bear the inscription "ORIGINAL" or "COPY" as the case may be. In case of discrepancy between the copies of the bids, it is the original copy that shall be considered as authentic.
- 4.4 Candidates must put the original and all the copies of the administrative documents listed in the Special Regulations in one envelope bearing the inscription "ADMINISTRATIVE DOCUMENTS", the original and all the copies of the technical bid in an envelope clearly bearing the inscription "TECHNICAL BID" and the original and all the copies of the financial offer in a sealed envelope clearly bearing the inscription "FINANCIAL BID" and the warning "TO BE OPENED TOGETHER WITH THE TECHNICAL BID" Candidates should then put all the three (03) envelopes in the same sealed envelope which bears the address where the bids are deposited and the information indicated in the Special Regulations, as well as the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION".
- 4.5 The bid bond may be seized:
 - a) if the bidder withdraws his offer during the period of validity,
 - b) if the preferred bidder:
 - i) fails in his obligation to subscribe the contract or,
 - ii) fails in his obligation to furnish the final bond required;
 - iii) refuses to receive notification of the contract
- 4.6 The duly established administrative file, the technical and financial bids must be submitted to the address indicated not later than the date and time stated in the Special Regulations. Any bid received after the deadline for submission of bids shall be returned to the sender unopened.
- 4.7 As soon as the time limit for the submission of bids expires, the administrative and technical files are opened by the Tenders Board. The financial bid remains sealed and is handed over to the chairperson of the competent Tenders Board who keeps it until the session for the opening of financial bids.

5. Evaluation of proposals

General

- 5.1 Bidders shall not contact members of the Tenders Board and the Evaluation sub-committee for issues having to do with their offers between the opening of bids and the award of the contract.

- 5.2 Any attempt made by any bidder to influence the proposals of the Tenders Board relating to the evaluation and comparison of bids or decisions of the Contracting Authority in view of the award of a contract may lead to the rejection of his offer.

Evaluation of technical bids

- 5.3 The Evaluation sub-committee set up by the Tenders Board , evaluates the technical bids on the basis of their compliance with the Terms of Reference, with the help of evaluation criteria, sub-criteria (generally, not more than three per criterion) and of the points system specified in the Special Regulations. Each compliant bid is attributed a technical score (Ts). A bid is rejected at this stage if it does not satisfy the important aspects of the Terms of Reference or does not obtain the minimum technical score mentioned in the Special Regulations.
- 5.4 At the end of the evaluation of the technical quality, the Contracting Authority notifies the bidders whose bids did not obtain the minimum quality score that their bids were not retained; their financial bids are returned to them at the end of the selection process unopened. At the same time, the Contracting Authority notifies candidates who obtained the minimum qualification score and informs them of the date, time and venue of the opening of the financial bids.. This notification may be addressed to them by registered mail, fax or electronic mail.

Opening and evaluation of financial bids

- 5.5 The financial bids are opened by the Tenders Board in the presence of representatives of the candidates which wish to attend. The name of the candidate and the proposed price are read out loud and entered in writing during the opening of the financial bids. The Contracting Authority takes down minutes of the opening session.
- 5.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately puts at the disposal of the focal point designated by ARMP, an initialled copy of the bids submitted by bidders.
- 5.7 In case of petition, it must be addressed to the Minister in charge of Public Contracts with copies to the body in charge of regulation of public contracts and the Project Owner or Delegated Project Owner.

It must reach within a maximum deadline of three (03) 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 complainant and possibly by the chairperson of the Tenders Board.

The Independent Observer shall attach to his report the sheet handed to him, with related comments or observations.

- 5.8 The Evaluation sub-committee shall determine if the financial bids are complete (that is, if all the elements of the corresponding technical proposal have been costed; shall correct any calculation error and shall convert the

prices expressed in various currencies into the currency mentioned in the Special Regulations. The official exchange rate used to this effect furnished by the Bank of Central African States (BEAC) shall be those in force on the deadline for the submission of bids. The evaluation is done without taking into account the dues, taxes and other taxes as defined in paragraph 3.7.

- 5.9 In case of quality-cost selection, the compliant lowest financial bid (fm) shall be awarded a financial score (sf) of 100 points. The financial scores (sf) of other bids shall be calculated as indicated in the Special Regulations. The bids are classified in relation to their combined technical scores (st) and financial scores (sf) after introduction of weights (T being the weight attributed to the technical bid and P the weight attributed to the financial bid; $T + P$ being equal to 100, as indicated in the Special Regulations. The candidate with the highest combined technical and financial score is then invited for negotiations.
- 5.10 In case of selection within the framework of a determined budget, the Evaluation sub-committee shall retain the consultant with the best technical bid within the limits of the budget ("evaluated price"). The bids above this budget shall be rejected. In case of least cost selection, the client or Contracting Authority shall retain the lowest bid ("evaluated price") among those which obtained the minimum required score. In the two cases, the selected consultant shall be invited for negotiations.

6. Negotiations

- 6.1 Negotiations may take place at the address indicated in the Special Regulations between the Contracting Authority and/or Project Owner and the candidate whose offer is retained, the objective being to reach an agreement on all the points and signing a contract.

In no case shall there be concomitant negotiations with more than one candidate. These negotiations which must have nothing to do with the unit prices must culminate in minutes signed by the two parties.

- 6.2 Negotiations shall involve discussions on the technical proposal, the proposed methodology (work plan), personnel and any suggestion made by the candidate to improve on the Terms of Reference. The Contracting Authority and/or Project Owner the candidate shall then draw up the final Terms of Reference, the bar diagrams indicating the activities, the personnel used, and the time spent on the field and at the head office, time spent monthly on work, logistics and the regulations for writing reports. The work plan and the final Terms of Reference which were agreed upon are then integrated into the "Description of Services" which shall be part of the contract. Care should be taken to obtain as much as possible from the candidate within the limits of the budget and to clearly define the inputs which the project Owner must furnish to ensure the proper execution of the mission.
- 6.3 Financial negotiations especially shall aim at specifying (where need be) the candidate's tax obligations in the Republic of Cameroon and the manner in which these obligations are taken into account in the contract; they shall

also integrate the agreed technical modifications into the cost of services. Except under exceptional circumstances, financial negotiations shall have nothing to do either with the rate of remuneration of the personnel (no breakdown of rates) or on other unit rates, whatever the method of selection.

- 6.4 Having based its choice of a candidate, among other things, on an evaluation of the proposed specialised personnel, the Contracting Authority shall be expected to negotiate the contract on the basis of the experts whose names feature on the proposal. Prior to the negotiation of the contract, the Contracting Authority shall insist on the assurance that these experts are effectively available. The Contracting Authority shall not take into account the replacement of this personnel during negotiations, except if the two parties agree that this replacement was rendered unavoidable because a major delay in the selection process or that these replacements are indispensable in the realisation of the objectives of the mission. If this is not the case and if it is established that the candidate proposed a key person without being sure of his availability, the company may be disqualified.
- 6.5 The negotiations shall culminate in the examination of the draft contract. The candidate and the Contracting Authority shall conclude by initialling the agreed contract. If the negotiations fail, the Contracting Authority shall invite the candidate whose bid was placed second for negotiations.

7. Award of the contract

- 7.1 Once the negotiations are over, the Contracting Authority shall award and publish the results.
- 7.2 The successful bidder is supposed to start his mission on the date and time specified in the Special Regulations.

8. Publication of results of award and petitions

- 8.1 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.
- 8.2 The Contracting Authority shall be bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.
- 8.3 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 of public contracts shall be kept.
- 8.4 In case of complaint as provided for by the Public Contracts Code, it should be addressed to the Minister of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Project Owner and the chairperson of the Tenders Board.

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

9. Confidentiality

No information concerning the evaluation of the bids and the recommendations for award must be communicated to the bidders who submitted a tender or any other person who was not qualified to take part in the selection procedure, as long as the award has not been notified to the successful bidder.

10. Signing of the contract

- 10.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board concerned for examination and adoption.
- 10.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 10.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

11. Final Bond

- 11.1 Within twenty (20) days of the notification by the Contracting Authority, the service provider shall furnish the Project Owner with a final bond in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 11.2 The bond whose rate varies between 2 and 5 % may be replaced by a guarantee from a banking establishment approved according to the instruments in force, with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 11.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide either a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 11.4 Failure to produce the final bond within the prescribed time-limit shall likely cause the termination of the contract under the conditions laid down in the GAC.

Document No. 3: Special Regulations of the Invitation to Tender

SPECIAL REGULATIONS GOVERNING THE OPEN NATIONAL INVITATION TO TENDER (RPAO)

Clauses of the Special Regulations

1.1 Definition of works:

Works concern for the control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region. The control of this works carries Twenty Four Million Eight Hundred and Four Thousand Four Hundred and Seventy Nine (24,804,479) Francs CFA of the total cost of this project.

The works mainly include:-

The following:

- Installation du chantier;
- Abattage d'arbres;
- Déblais mis en dépôt ;
- Mise en forme de la plateforme ;
- Plus value de transport au prix 108 et 115 ;
- Couche de roulement en graveleux latéritique ;
- Couche de sable de 3cm ;
- Fourniture et pose des pavés autobloquants ;
- Fourniture et pose de buses en Métallique Ø 800 mm ;
- Puisard en maçonnerie Ø 800 mm ;
- Tête de buse en maçonnerie Ø 800 mm;
- Dalettes de couverture d'épaisseur 15 cm ;
- Fossés maçonnés de 130 cm x 65 cm ;
- Panneaux indicateurs;
- Fourniture et pose de balises en beton.

Name and address of Contracting Authority: **Regional Delegate of Public Contracts for the North West.**

References of the invitation to tender:

OPEN NATIONAL INVITATION TO TENDER
N° _____/ONIT/RDMINMAP/NWRTB/2018 OF _____
**FOR THE CONTROL AND SUPERVISION OF MAINTENANCE WORKS OF SOME
COUNCIL ROADS FROM WUM – MBINJAM – BAFMENG - CHAH (30KM),
BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG - MBAMBA (20KM),
OKOROMANJONG - BATOMO (20KM) IN MENCHUM DIVISION OF THE NORTH
WEST REGION**

1.2 . DEADLINE FOR EXECUTION:

For the works relating to the initial phase, the deadline for execution shall not exceed **Nine (09) months** with effect from the date of notification to start works. The deadline for the subsequent phase shall depend on the duration of works.

The contractor is expected to have a good mastery of the geographical and climatic conditions of the locality of the project. He shall mobilize the necessary human and material resources for its execution within the deadline prescribed and in compliance with the skills required and the required specifications in the Special Technical Conditions.

In case of any delay in the execution of works, the Contracting Authority shall warn the contractor to take necessary measures to improve on the situation. The procedures spelt out in Article 37 of this Jobbing Order shall be applied.

2. Source of funding: This Works shall be financed by the Road Fund for 2018 of the Republic of Cameroon. The works earmarked under this Jobbing Order and all the taxes relating thereto shall be financed by the Public Investment Budgets for 2018.

3. Main criteria for qualification of bidders

Participation to this invitation to tender shall be opened to enterprises that have experience and have carried out control works in this domain, which is not bankrupt,

- a) who has not suspended all payments evidenced by a court ruling for reasons other than bankruptcy,
- b) who is not subject to legal proceedings with suspension of all payments and which may lead to a declaration of bankruptcy with partial or total removal of the management and ownership of his property,
- c) who has not been convicted and sentenced for an offence affecting his professional morality,
- d) Who has not been guilty of false declarations in connection with the information required for his participation in an invitation to tender?

He shall also show proof of the following guarantees:

No.	Guarantee	Level / type of guarantee
1	Financial guarantee (self-financing capacity)	15.000.000 F CFA
2	Equipment of the enterprise	Should show ownership of the resources: Pick up 4 x 4 or van, computer equipment, survey equipment and any other equipment necessary for the control.
3	Essential personnel (Project manager, foreman etc)	<ul style="list-style-type: none"> - A mission head: Civil Engineer having at least five (05) years work experience; - An assistant mission head: at least an Assistant Civil Engineer having not less than Three (03) years work experience; - Two (02) technical assistants: at least Senior Civil Engineering Technician having at least five (05) years work experience; - Support staff (driver, secretary, surveyor, laboratory technician, etc...)

3.1. Bidders shall be evaluated on the basis of the following elements:

Eliminatory criteria

- Absence of one of the administrative documents;
- False declaration or falsified documents;

- Absence of bid bond or insufficient bid bond;
- Technical score below 75 on 100;
- Incomplete Technical or Financial files.
- Deadline higher than prescribed;
- Bid with external envelope having a sign or mark identifying the bidder;
- Non completion of a project in the previous years in the North West Region or excluded from public contracts by MINMAP.

Essential criteria

Criteria relating to the qualification of bidders shall concern the following aspects:

NO	CRITERIA	EVALUATION
1	General presentation of bid	5 pts
2	Financial guarantee	20 pts
3	Organization, methodology and planning of execution of works	25 pts
4	Human and material resources	40 pts
5	Bidder's reference	10 pts
TOTAL		100 % pts

Only bidders who obtain a technical score of at least 75 points on 100 shall have their financial bids examined.

Copies of the diplomas of essential personnel shall be certified by the competent authorities.

The Regional Tenders' Board for the North West shall declare any bid non-compliant if its administrative documents are found to be non-compliant or if it has scored a total mark below 75 points over 100 for the evaluation of the technical file.

The financial files of bidders whose administrative and technical files have been declared inadmissible shall be put at their disposal and they shall be notified thereof. They shall be destroyed if they are not withdrawn within fifteen (15) days as from the date of award of the Jobbing Order.

Financial proposals shall be opened in the presence of the representatives of successful bidders following examination of the administrative file and evaluation of the technical file. The name of the bidder and the prices proposed shall be read aloud and recorded in writing during the opening of financial bids. The Regional Tenders' Board for the North West shall draw up minutes of the session.

The Evaluation Sub-Committee shall determine if the financial proposals are complete, that is to say if all the items of the technical proposal have been duly filled and correct any miscalculation.

Corrections shall be done as follows:

- 1) In case of discrepancy between the amount in figures and the amount in words, the amount in words shall override;
- 2) In case of error of multiplication of unit prices by the relevant quantity, the price of the unit price list shall override;
- 3) By applying the rebates offered by the bidder.

The amount stated in the bid, corrected in keeping with the procedure referred to above, is supposed to commit the bidder. If the bidder, whose bid is corrected and retained, does not accept the said correction, his bid shall be rejected and the bid bond may be withheld in accordance with the regulation in force.

Any bid including items of the bill of estimates for which the bidder has not specified the unit price shall also be rejected.

On a whole, the financial bid shall be assessed over 100 points, the realistic lowest bid shall score the majority of points; the others shall be assessed as follows:

Financial Score FS = (100 x amount of the realistic lowest bid) / (amount of the bid assessed)

The Grand Total (GT) to be given to each bidder shall be calculated as follows:

$GT = 75\% \times TS + 25\% \times FS$
--

Shall be considered the best the bid that scores the best grand total, offers the best cost-quality ratio and meets the requirements of the Regional Tenders' Board for the North West.

The Regional Tenders' Board for the North West may request any bidder to give clarifications on any point which shall be deemed necessary for the understanding of his bid. The request for clarifications and the reply given to it shall be by letter or telex, but no modification of amount or content of bid shall be required, granted or authorized, unless it is needed to confirm correction of the miscalculations discovered during the assessment of bids in accordance with the provisions of the RGAO.

3.2. In case of a business grouping:

In case the bid is submitted by a business grouping comprising several corporate bodies or moral persons, it shall be signed by each of them and they shall jointly choose the representative of the group before the Contracting Authority.

3.3. Visit to the construction site and preparatory meeting:

The bidder is advised to visit and inspect the construction site and its surroundings and to obtain by himself, and under his responsibility, any information that may be necessary for the preparation of the bid and execution of works. The expenses relating to the visit shall be borne by the bidder.

The Contracting Authority shall authorize the bidder and his employees or agents to have access to the works site and on his lands for the purpose of this visit, but only on the express condition that the bidder, his employees and agents, free the Contracting Authority from any responsibility that may ensue there from and compensate him if necessary, and that they remain responsible for mortal or corporal accidents, losses or material damages, costs and expenses incurred for the visit.

The Contracting Authority may organize a visit to the road maintenance site during the meeting meant for the preparation of bids.

4. Language of bid:

Bids as well as all the correspondence and documents, exchanged between bidders and the Contracting Authority shall be drafted in English or French. Additional

documents and forms provided by bidders may be drafted in a different language provided they are submitted with accurate translation in French or English; in this case and for the purpose of interpretation of the bid, the translation shall override.

4.1. The list of documents to be provided shall be filled, grouped together in three volumes put respectively in internal envelopes and divided as follows:

Envelope A – Volume I: Administrative documents

Envelope A shall be labelled « **Administrative documents** » and shall contain the following documents, valid and produced as originals or certified true copies by the competent administration and proceeded by a flyleaf:

- (1) A stamped declaration of the contractor's intention to tender on which shall appear his names, other names, capacity, residence and nationality; but if it is a company, its proper business name and headquarters shall be indicated with a valid fiscal stamp of 1000frs CFA (see model form).
- (2) A copy of taxpayer's card (Carte du contribuable).
- (3) An Affidavit of non-bankruptcy issued by the competent court.
- (4) Business License (Patente) for the current financial year, showing the turnover of the company.
- (5) An attestation issued by the National Social Insurance Fund.
- (6) An attestation of Bank Account.
- (7) A bid bond for the tender in the bidders name (caution de soumission).
- (8) The Power of Attorney or "Authorization" where necessary.
- (9) A Certificate of Non Exclusion issued by ARMP.
- (10) A certificate of incorporation issued by the competent court.
- (11) A receipt showing amount paid to obtain the tender file issued by the Public Treasury.
- (12) An attestation of localization and localization plan of the enterprise office.
- (13) An original attestation of site visit signed by the managing director of the company or a representative duly mandated (see model form)
- (14) The special administrative clauses initialed on all pages, signed, stamped and dated on the last page
- (15) Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in the case the bidder is representing a group of enterprises.

Under no circumstances shall the bidder state the amount of his bid in a document not included in the financial bid. The signature on the last page of each document shall be preceded by the inscription "read and approved" followed by the name and status of the signatory.

In case of a business grouping, each member of the group shall present a complete administrative file; documents A6, A7, and A11, shall be presented only by the representative of the group.

Envelope B – Volume II: Technical bid

The second envelope (B) shall be labelled «**Technical bid**» and shall contain the volume of the following documents preceded by a flyleaf:

B.1 A form containing general information on the bidder, a model of which is provided in **Appendix 1**;

B.2 The Organization chart of the enterprise, as well as the list of personnel "senior staff" and "supervisory grade employees" (**Appendix 6**) of the enterprise, specifying the seniority of each of them in the enterprise;

B.3 The technical and material resources that the bidder intends to use for the execution of control.

B.4 An analysis of the control to be carried out, as well as the technique and method he intends to use.

B.5 Planning for the execution for control

B.6 References of the bidder, notably those relating to the works carried out and his experience in the type of work which forms the purpose of this open national invitation to tender. For the new companies, they should show proof of resources (equipment and personnel).

B.7 A site visit report and an attestation of visit to the site signed by the contractor or his representative.

B.8 The capacity to pre-finance the control with relevant proofs.

B.9 The Special Administrative Conditions (CCAP), the Special Technical Conditions (CCTP), as well as the Special Regulations governing the open national invitation to tender (RPAO), duly initialled on each page and signed on the last page

Envelope C – Volume III: Financial bid

The third envelope (C) shall be labelled «**Financial bid**» and shall contain the volume of the following documents initialled on each page and signed by the bidder:

C.1 The bid proper, submitted as original drafted in accordance with the model enclosed, with a fiscal stamp at the rate in force, signed, stamped and dated;

C.2 The price list, duly filled, initialled on all the pages, signed, stamped and dated on the last page by the bidder, stating unit prices exclusive of VAT, in words and in figures;

C.3 The estimate of quantity and costs, duly filled, stating the total amount exclusive of VAT, the amount of VAT, and the total amount all taxes inclusive initialled on all the pages, signed, stamped and dated by the bidder on the last page;

C.4 The price schedule shall be properly filled by the bidder.

NB: Various parts of the originals and copies included in a file must be separated by colour insets, in order to make examination easy.

(stamped means):-with Fiscal stamp of 1000 f CFA each

Price and currency of bid

4.2. The amount of bids shall be given in CFA Francs which shall therefore be the contractual money of account and payment.

All the duties, taxes and contributions payable by the bidder for the Jobbing Order or other, thirty (30) days before the deadline for submission of bids shall be included in the total amount of the bid.

4.3. Prices of the Jobbing Order shall not be subject to modification.

4.4. The currency of the country of the Contracting Authority (national currency): the CFA Franc

Preparation and submission of bids

5. Period of validity of bids:

The period of validity of bids shall be **Ninety (90)** days with effect from deadline for submission of bids.

6. Amount of the bid bond:

The bid bond shall amount to Four Hundred and Nine Six Thousand Five Hundred (496,500) F CFA

6.1 Venue, date and time of the preparatory meeting to make out bids:

There shall be no preparatory meeting to make out bids.

7. Number of copies of bids which must be filled and forwarded:

Six (07) copies of which one original and five (06) copies of Administrative, Technical and Financial documents labelled as such.

8. Address of the Contracting Authority to which bids shall be forwarded:

The Regional Delegate of Public Contracts for the North West.

9. Date and deadline for submission of bids:at 12.00 noon local time.

10. Place, date and time for opening of bids:

Administrative and technical bids shall be opened in the conference hall of the Regional Delegation of Public Contracts for the North West on/2018 at 01 pm. prompt local time.

Evaluation and comparison of bids

11. Currency to be used for conversion into a single currency: the CFA Franc

Source of exchange rate: Bank of Central African States (BEAC)

Date of exchange rate: To be specified when the deadline for submission of bids shall be known.

12. National bidders shall not enjoy any degree of preference during the evaluation of bids.

EVALUATION GRID FOR THE CONTROL AND SUPERVISION OF MAINTENANCE WORKS OF SOME COUNCIL ROADS FROM WUM – MBINJAM – BAFMENG - CHAH (30KM), BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG - MBAMBA (20KM), OKOROMANJONG - BATOMO (20KM) IN MENCHUM DIVISION OF THE NORTH WEST REGION

N°	Description	Marks (100pts)	Remark(s)
A	General presentation of bids	5pts	
1	Presence of all documents	1	
2	Properly bind	1	
3	Pages numbered	1	
4	Separators in color apart from white	1	
5	Order described respected	0.5	
6	Clearness of the documents	0.5	
Total			

B	Pre-financing	20pts	
1	100% personal financial means (bank statement)	20	
	By personal or bank engagement to pre finance	10	
	Total		
C	Organization, methodology and planning of execution of works	25pts	
1	Attestation of site Visit	2	
2	Site Visit report with pictures	3	
3	Detailed technical note on the control	5	
4	Other necessary control where necessary	3	
5	Manpower deployment schedule	2.5	
6	Respect of the duration of work	5	
7	CCTP duly initialed on each page, signed and dated on the last page	1	
8	CCAP duly initialed on each page, signed and dated on the last page	1	
9	Acceptance Planning of execution of works	2.5	
	Total		
D	Human and material resources	40 pts	
D)	Human resources	30pts	
a	Chief of mission: Civil Engineer		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 5 years in Civil engineering works	2	
5	Attestation of availability	1	
	Total		
b	Assistant Chief of mission (control engineer in Civil Engineer		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 3 years in Civil engineering works	2	
5	Attestation of availability	1	
c	Technical Assistant N°1 (Senior Civil Engineering Technician)		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 5 years in Civil engineering works	1	
5	Attestation of availability	1	
	Total		

d	Technical Assistant N° 2 (Senior Civil Engineering Technician)		
1	Diploma certified	1	
2	CV signed and dated	1	
3	Presentation of original of certificate	1	
4	Professional experience at least 5 years in Civil engineering works	1	
5	Attestation of availability	1	
e	Surveyor		
1	Diploma certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience >2 years in Civil engineering works	0.5	
4	Attestation of availability	0.5	
f	Geotechnician		
1	Certificate certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 2 years in Civil engineering works	0.5	
4	Attestation of availability	0.5	
g	Secretary		
1	Certificate certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 2 years' experience	0.5	
4	Attestation of availability	0.5	
h	Driver		
1	Driving license certified	0.5	
2	CV signed and dated	0.5	
3	Professional experience at least 2 years' experience	0.5	
4	Attestation of availability	0.5	
Total			
II)	Material resources	10pts	
1	Certified copy of a vehicle (Pick up 4 x 4 or van)	4	
2	List of key equipment	1	
3	Proof of 100% ownership of equipment	3	
	Proof of 50% ownership of equipment	1	
	Proof of hiring of equipment	1	
4	Has computer equipment	1	
5	Has survey equipment	1	
Total			
E	References of the company in the domain of control, studies of similar works and any other intellectual services:	10pts	
1	More than one (01) contract registered (1st and last page& certified)	5	

	One (last page) : & certified)	contract registered (1st and	3	
2	More	one (01) reception PV	5	
	corre	ding to the attached contracts		
	One	reception PV corresponding	3	
	to the	atched contract		
		Total		
		Grand Total	/100	

Sign

Chairman	Secretary	Member

Award of Jobbing Order

13. Within (2) days following notification of the Jobbing Order by the Contracting Authority, the contractor shall provide to the Contracting Authority a performance bond whose model is presented in Document No.10, Appendix No. 3 of this Tender File.

The performance bond shall amount to 5% of the cost of the Jobbing Order. It may be replaced by a bond issued by a banking establishment authorized in accordance with the instructions in force, with the Regional Delegation MINMAP for the North West as beneficiary or by a personal joint or several bonds.

This security bond shall be refunded or the bid bond which replaces it shall be freed at the written request of the contractor after the final acceptance (one year after provisional acceptance) as stipulated under Article 41 of the CCAP.

Document No. 4:
Special Administrative Conditions
(SAC)

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Chapter I: General

Article 1: Subject of Jobbing Order

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

The subject of this jobbing order shall be for the control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region.

Article 2: Jobbing order award procedure (GAC supplemented)

This Jobbing Order shall be awarded following Open National Invitation to tender No _____/ RDMIN:MAP/NWRTB/2018 OF _____/2018 for the control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region.

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

3.1 General definitions

- The Institution Authority shall be the **Regional Delegate of Public Contracts** Nor West. He awards the contract, ensures the preservation of originals of said Jobbing Order documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation through the focal point designated to this effect.
- The authority in charge of the effective provision of the services is the Ministry in charge of Public Contracts.
- The Client Owner or Delegated Project Owner shall be **The Mayor of Benakuma Council**. He represents the beneficiary administration of the services.
- The Jobbing Order Manager shall be **The Mayor of Benakuma Council**, cf. Public Contracts. He ensures respect of the administrative, technical and financial commitments and contractual deadlines.
- The Technical Engineer shall be **The Divisional Delegate of Public Works** for the region. He shall be responsible for the technical monitoring of the contract.
- The Project Manager who carried out the preliminary studies is **The Mayor of Benakuma Council**.
- The Contract Manager of this Jobbing Order shall be **The CDO of Benakuma Council**.
- The Service provider *[specify]*.

3.2 Security

This Jobbing Order may be used security subject to any form of transfer of the debt.

In this case:

- The authority in charge of ordering payment shall be the **Mayor of Benakuma Council**.
- The authority in charge of the clearance of expenditures shall be **The Municipal Treasurer Benakuma Council**.
- The body or official in charge of payment shall be **The Municipal Treasurer Benakuma Council**.

- The official competent to furnish information within the context of execution of this Jobbing Order shall be **The Divisional Delegate of Public Works for Menchum.**

Article 4: Language, applicable law and regulation

4.1 The language to be used shall be *English and/or French*.

4.2 The service provider shall be bound to observe the laws, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the Jobbing Order.

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

Article 5: Constituent documents of the Jobbing Order (Article 8 of GAC)

The constituent contractual documents of this Jobbing Order are in order of priority:

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the finalized Terms of Reference or description of services;
- 3) The Special Administrative Conditions (SAC);
- 4) The Terms of Reference or description of services;
- 5) The particular elements necessary for the determination of the Jobbing Order price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) The execution schedule or plan of action etc.
- 7) The General Administrative Conditions applicable on services and intellectual services contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical Condition(s) applicable on the services forming the subject of the Jobbing Order.

Article 6: General instruments in force (GAC supplemented)

This Jobbing Order shall be governed by the following general instruments:

1. *Instruments governing the various professional bodies;*
2. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organisation and functioning of the Public Contracts Regulatory Agency*
3. *Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;*
4. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
5. *Decree No. 2001/048 of 23 February 2001 relating to the creation, organisation and functioning of the Public Contracts Regulatory Agency amended and supplemented by Decree No. 2012/076 of 8 March 2012;*
6. *Decree No 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;*
7. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*
8. *Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and*

- Regional and Local Authorities and other bodies receiving government subsidies for the 20 financial year.
9. Applicable standards;
 10. Other instruments specific to the domain concerned with the Jobbing Order.

Article 7: Communication (Articles 6 and 10 supplemented)

7.1 All communications within the framework of this Jobbing Order shall be written and notifications sent to the following address:

- a. In the case where the service provider is the addressee:
 and the time-limit of 15 days fixed in article 6(1) of the GAC to make his decision shall be known to the Project Owner and Jobbing Order Manager, all responses shall be validly addressed to the [to the specified] council, of town of the region in which the work was done;
- b. In the case where the Project Owner is the addressee:
 Madam _____ [to be specified] with a copy addressed to the Contracting Authority, Jobbing Order Manager, and Jobbing Order Engineer, where need within the same deadline.
- c. In the case where the Contracting Authority is:
 Madam _____, specify] with a copy addressed within the same deadline to the Project Owner, Jobbing Order Manager, Jobbing Order Engineer and Project Manager, where applicable

Article 8: Administrative Orders (Article 7 of GAC)

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

- 8.1 The Administrative Order to start execution shall be signed by the Contracting Authority and notified to the service provider by the Jobbing Order Engineer with a copy to the Jobbing Order Manager, Project Owner, the Paying Body and the Project Manager where applicable.
- 8.2 Upon request by the Project Owner, Administrative Orders with an incidence on the object of the contract and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the service provider with a copy to the Jobbing Order Manager, the Jobbing Order Engineer, the Project Manager and the Paying Body. Prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the service shall be signed directly by Jobbing Order Manager and notified to the service provider by the Jobbing Order Engineer or Project Manager (where applicable).
- 8.4 Administrative Orders serving as warnings shall be signed by the Project Owner and notified to the service provider by the Jobbing Order Manager with a copy to the Contracting Authority, the Jobbing Order Engineer and Project Manager.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other force majeure shall be signed by the Contracting Authority and notified to the service provider with a copy to the Project Owner, Jobbing Order Manager, and Jobbing Order Engineer.
- 8.6 The contract shall have a time-limit of fifteen (15) days to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of execution of Administrative Orders received.
- 8.7 Concerning Administrative Order signed by the Contracting Authority and notified by the Project Owner, the notification must be done within a maximum of 30 days from the date of notification by the Contracting Authority to the Project Manager. Beyond this time-limit, the Contracting Authority shall establish the default of the Project Owner and shall inform him and carry out the said notification.

Article 9: Conditions with conditional phases (GAC supplemented)

This Works shall be financed in one phase by the Public Investment Budget of the Republic of Cameroon. The control of the works carries 12.000.000 Francs CFA of the total cost of this project.

At the end of a phase, the Project Owner shall carry out the acceptance of the services and issue an attestation of proper execution to the service provider. This attestation shall determine the start of the following conditional phase.

- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be *[specify]*

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Project Owner or Jobbing Order Manager. In case of modification, the service provider shall have himself replaced by a member of staff of equal competence (*qualifications and experiences*).
- 10.2 Any unilateral modification on the supervisory staff made in the proposed equipment and personnel prior to and during the execution of services shall be a reason for termination of the Jobbing Order as mentioned in article 35 below or the application of penalties.
- 10.3 Any modification shall be notified to the Contracting Authority.

Chapter II: Financial conditions

Article 11 Guarantees and bonds (GAC supplemented)

11.1 Final bond

The final bond shall be set at 5 % of the amount of the Jobbing Order, inclusive of all taxes.

It is constituted and transmitted to the Jobbing Order Manager within a maximum deadline of twenty (20) days of the notification of the Jobbing Order.

The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the services, following a release issued by the Contracting Authority upon request by the service provider.

11.2 Performance bond

The retention fund shall not be required for services and intellectual services contracts.

11.3 Guarantee of start-off advance

As soon as the Jobbing Order is signed, upon request and without any justification, the contractor may be granted a start-off advance amounting to thirty percent (30%) of the initial amount of the Jobbing Order. This advance must be guaranteed at one hundred percent (100%) and issued by a first-rank bank authorized by the Ministry in charge of Finance in Cameroon.

The advance must be reimbursed by deductions of 40% of the amount of each provisional payment on account.

The amount of the reimbursement guarantee on the start-off advance shall be reduced as the reimbursements are done.

A release order shall be issued after the complete reimbursement of the advance

Article 12: Amount of the Jobbing Order (GAC supplemented)

The amount of this Jobbing Order as it emerges from the attached [detail or estimates] is _____ (in figures) _____ (in letters) CFA francs Inclusive of All Taxes; that is:

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F.
- Amount of ISR and/or _____ CFA F
- To be paid= EVAT-TSR and/or AIR

Article 13: Place and method of payment (GAC supplemented)

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

- a. In return for the payments made by The Contracting Authority to the contractor and in keeping with the conditions stated in the Jobbing Order, the contractor shall hereby undertake to execute the Jobbing Order in accordance with the provisions of the Jobbing Order.

Payments shall be made by the Contracting Authority *after receiving accounts drawn up by the Jobbing Order Engineer, signed by the Contracting Authority upon presentation of an account drawn by the contracting partners in seven (07) copies including the stamped original copy*. Each request for payment shall include the following documents:

- four copies of the account mentioned above;
- statement of work done;
- statement report signed by all the members of the acceptance committee;
- report of execution of work signed by the Jobbing Order Engineer ;
- receipt of the retention guarantee signed by the Contracting Authority in acknowledgment of acceptance of work;
- the following documents certified by the competent Authorities and valid for more than three (03) months:
 - > employer's card;
 - > business licence;
 - > certificate attesting to the payment of taxes;
 - > attestation of non-indebtedness;
 - > attestation of location;
 - > address of location;
 - > attestation of solvency;
 - > attestation of Bank account;
 - > attestation of tender from the NSIF

- b. The Contracting Authority shall release the amounts owed as follows:

Payments shall be made in CFA Francs, i.e. (*amount in figures and in words exclusive of VAT*) by credit to account No. _____ open in the name of the contractor _____ (bank)

- a. For amounts of CFA francs (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the service provider in the _____ bank.

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

Article 14: Price variation (Article 20 of GAC)

14.1 Prices shall be firm.

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

14.2 Price updating modalities (where applicable)

Article 15: Price revision formulae (article 17 of GAC)

The prices on the unit price schedule shall be fixed and not subject to revision.

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

The Prices of this Jobbing Order shall be fixed and not subject to updating.

Article 17: Advances (article 18 of the GAC)

17.1 The Project Owner shall grant a start-off advance 30 % of the amount of the Jobbing Order.

17.2 This advance whose cannot exceed twenty (30) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the Jobbing Order according to the modalities laid down in the Special Administrative Conditions.

17.3 The total amount of the advance must be reimbursed not later than when the value in basic price of the works reaches eighty (80) percent of the amount of the Jobbing Order.

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

17.5 The possibility of granting advances must be expressly stipulated in the Tender File and the Project Owner must indicate if he is committed or not to pay advances and if yes in what capacity.

Article 18: Payment for services (article 19 GAC supplemented)

(Indicatively, for contracts paid by unit price)

18.1 Establishment of services executed before the 30th of each month, the service provider and the Jobbing Order Engineer shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and likely to give entitlement to payment.

18.2 Monthly detailed account. No later than the fifth (5th) of the month following the month of the services, the service provider shall hand over to the Jobbing Order Engineer two

draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the Jobbing Order since the start of the Jobbing Order.

Only the detailed account exclusive of VAT shall be paid to the contractor. The detailed account of the amount of the taxes shall be the subject of an entry into the budgets of _____ and the Ministry in charge of Finance

Only the amount exclusive of VAT shall be paid to the contractor as follows:

- [1st]-2.2nd paid directly into the account of the contractor;
- 3rd paid to the public treasury as AIR due by the contractor.

The Jobbing Order Engineer has a time-limit of seven (7) days to forward to the Jobbing Order Manager the detailed accounts he has approved in a way as to be in his possession not later than the 15th of the month.

The Jobbing Order Manager has a deadline of fourteen (14) days maximum to sign the detailed account.

Or

(Indicatively for contracts with lump sum payments)

Scheduling of payments

Amount of detailed accounts to be paid are scheduled as follows:

Approval of the Provisional report

- Within 15 days following its provisional approval 60%
- Approval of final report 40%

The detailed accounts in six (6) copies shall be presented by the service provider in CFA francs to the Jobbing Order Engineer accompanied by the request for payment.

The request for payment must highlight the total amount of the Jobbing Order, the amount already received, amount of the bill concerned, as well as the reimbursements made for start-off advance.

Payments on start-off advance shall be made within 30 days of the date of transmission to the competent accountant of the detailed account giving entitlement to payment.

General detailed account: At the end of the balance after the final report, the service provider addresses to the Project Owner a request for payment of the balance in the form of a general detailed account highlighting the summary of sums already received as well as the balance due. This summary is the general detailed account.

Payment of the detailed account shall be determined by submission of the final report by the service provider to the Project Owner and acceptance by the latter of the said report within a deadline of 15 (15) clear days.

18.3 Detailed account start-off advance (if applicable).

Article 19: Interest on overdue payments (Article 28 of GAC)

Possible interest on overdue payments due in accordance with article 88 of Decree No. 2004/275 of 24 November 2004 to institute the Public Contracts Code.

Article 20: Penalties for delays (Article 29 of GAC supplemented)

A. Penalties for delay

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

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

20.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial Jobbing Order with its additional clauses inclusive of all taxes.

B. Specific penalties [amount to be indicated]

20.3 Independently of penalties for overrun of contractual time-limit, the service provider shall be liable for the following special penalties for the non observation of the provisions of the Jobbing Order, especially:

- ii. Late submission of final bond;
- iii. Late submission of insurances;
- iv. Late submission of the draft execution schedule if he the lateness is caused by the service provider.

Article 21: Final detailed account (GAC supplemented)

21.1 After completion of the services and within a maximum time-limit of 30 days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of services effectively provided and which detailed account summarises the total sums to which the service provider may be entitled as a result of the execution of the whole Jobbing Order.

21.2 This draft final account, rectified and approved, shall, within one (01) month as from the date of submission to the Jobbing Order Engineer, be notified to the contractor.

21.3 Within one (01) month as from the date of notification, the contractor shall return the final account bearing his signature t.

Article 22: General and final detailed account (GAC supplemented)

22.1 Within one (01) month as from the date of the final acceptance of works, the Jobbing Order Manager shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority.

22.2 The Jobbing Order Manager draws up the general and final detailed accounts of the Jobbing Order which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

- the final detailed account,
- the balance
- the summary of monthly payments on account.

The signing of the general and final detailed account without reservation by the service provider definitely binds the two parties, puts an end to the Jobbing Order, except with regard to interest on overdue payments.

22.3 Within one (01) month as from the date of notification, the contractor shall return the final account bearing his signature.

Article 23: Tax and customs regulations (GAC supplemented)

Decree No. 2003-51 of 16 April 2003 lays down the conditions for implementing the tax regulations and forms procedures applicable to public contracts.

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

All taxes included in prices means VAT included.

Article 24: Stamp duty and registration of Jobbing Orders (article 20 of GAC)

Seven (7) original copies of the Jobbing Order will be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

Chapter III: Execution of services

Article 25: Nature of services

Nature of Services relating to control of control and supervision of maintenance works of some countries from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modou – Okoromanjong - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region are the following Special Technical Prescriptions attached to the conditions of this invitation to tender and aim at informing bidders of the expected tasks, the constraints relating to the regulations or to the environment as well as the technical requirements or other requirements which they shall have to meet.

Article 26: Execution period limit of the Jobbing Order (article 20 of GAC)

26.1 The time for the execution of the works forming the subject of this Jobbing Order shall be Nine (9) months from the date of notification of service order to start works by the Jobbing Order holder.

26.2 This time shall run from the date of notification of the Administrative Order to commence execution of the service.

Article 27: Rights of the Project Owner (GAC supplemented)

27.1 The Project Owner shall be bound to furnish the service provider with information necessary for the execution of his mission and to guarantee, at the cost of the service provider, against all threats.

30.2 The Project Owner shall ensure the service provider protection against threats, insults, violence, assault, battery, slander or defamation of which he could be victim by reason of or during the execution of his mission.

Article 28: Responsibilities of the service provider (CAG supplemented)

28.1 The service provider shall execute the services and fulfil his obligations in a diligent, efficient and economical manner in accordance with the standards, techniques and practices generally applied in his line of activity.

28.2 During the execution of the Jobbing Order, the service provider shall not be committed directly or indirectly in professional or contractual activities likely to compromise his independence in the execution of the mission devolving on him.

28.3 In case of conflict of interest caused by a member of his mission team, the service provider shall inform the Contracting Authority and must replace the expert in question immediately after the award of the Jobbing Order.

Conflict of interest shall be understood as any situation in which the service provider could benefit directly or indirectly from a Jobbing Order awarded by the Contracting Authority by whom he has personal or financial interests.

sufficient to compromise his impartiality in the accomplishment of his functions or likely to affect his judgment unfavourably.

28.4 The service provider is bound by professional secrecy in relation to third parties with regard to information, knowledge, documents gathered or brought to his knowledge during the execution of the Jobbing Order.

In this regard, documents established by the service provider during the execution of the Jobbing Order cannot be published or communicated without the approval of the Contracting Authority.

28.5 During the submission of the final report, the service provider shall be bound to return all documents borrowed the Contracting Authority.

28.6 During the execution of the Jobbing Order and for six (6) months after, the service provider as well as his associates and sub-contractors shall refrain from providing goods or services to the Contracting Authority resulting from the services or closely related to them (except for the performance of the services or its continuation).

28.7 The service provider shall bear the professional costs and coverage of risks or illness or accident within the context of his mission.

28.8 The service provider shall not modify the composition of the team proposed in his technical bid without the written approval of the Contracting Authority.

Article 29: Insurance (GAC supplemented)

The following insurance policies are required within the scope of this Jobbing Order in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the Jobbing Order:

- *Liability Insurance, business manager;*
- *Insurance covering its ten-year obligation, where necessary.*

Within (15) days as from the date of notification of the Jobbing Order, the contractor and sub-contractors, at the request of Jobbing Order Manager, shall give evidence that they have taken out one or several insurance policies to guarantee their civil liability towards third parties in case of accident or damage caused to them by the execution or conditions of execution of works. Whatever the case, the contractor shall remain responsible.

At the request of the Contracting Authority, the contractor is bound to present any evidence for the establishment of insurance contracts and regular payment of corresponding premiums.

Moreover, these insurances, taken out with authorized insurance companies based in Cameroon, shall include a clause forbidding their termination before completion of the execution of this Jobbing Order

Article 30: Execution programme (GAC supplemented)

Within a minimum deadline of *thirty (30) days* from the date of notification of the Administrative Order to commence execution, the service provider shall submit in *[six (6)]* copies for the approval of the *(Jobbing Order Manager after the endorsement of the Project Manager (or Project Engineer)* the execution programme of the services, his execution calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

- Either the indication "GOOD FOR EXECUTION";

the notification of their rejection including the reasons for the said rejection.

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

The approval given by the Jobbing Order Manager does not in any way release the service provider of his responsibilities. Meanwhile, services provided before the approval of the programme shall neither be ascertained nor paid for. The updated and approved schedule will become the contract schedule.

The service provider will constantly update a schedule that will take account of real progress of the site. Significant modifications may only be made on the contractual programme upon receiving the approval of the Jobbing Order Manager. After approval of the execution schedule by the Jobbing Order Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the Jobbing Order or the nature of the services,, the Contracting Authority shall return the contract schedule accompanied by reservations to be lifted within fifteen (15) days of the date of reception.

Article 31: Approval of personnel (GAC supplemented)

If the Contracting Authority requests the replacement of a member of the team for duly established reasons of incompetence or for incompetence, the replacement shall be at the cost of the service provider within a deadline of fifteen (15) days.

The Contracting Authority reserves the right to refuse its approval of a person proposed by the service provider if his qualification is inadequate.

Article 32: Sub-contracting (article 27 of GAC)

The part of the contract to be sub-contracted shall be 30% of the initial amount of the Jobbing Order, subject to the following clauses.

Chapter IV: Monitoring

Article 33: Monitoring and Acceptance Commission (article 36 of GAC)

Before the project acceptance, the service provider shall request in writing to the Project Owner with the Contracting Authority, the Engineer and Paying Body.

The Monitoring and Acceptance Commission shall comprise the following members indicated below:

1. Project Owner or his representative as chairperson;
2. Contracting Authority or his representative; member;
3. Project Engineer, secretary;
4. Engineer or his representative; Observer
5. Jobbing Order manager of the Jobbing Order; member
6. Independent accountant of the Benakuma Council; member.

Members of the Commission shall be convened by mail for acceptance within a deadline [indicate a deadline that must not exceed fifteen (15) days before the date of acceptance], at least [indicate a deadline] before the date of acceptance.

Article 34: Acceptance of services (article 36 of GAC)

Technical acceptance shall be declared upon completion of works as concerns control.

Acceptance shall be carried out by a committee chaired by the Jobbing Order Manager in the presence of the contractor and the results shall be recorded in the minutes.

In case improvements are requested, they shall be determined by the Contracting Authority and their cost borne by the contracting partner.

The date of the last provisional acceptance shall be considered as the date of completion of works, and shall determine whether or not to apply the penalties for lateness provided for under Article 37 of this Jobbing Order

Article 35: Case of force majeure (article 41 of GAC)

In case the contractor may put forward a case of force majeure, no claim shall be admitted beyond the following thresholds:

- *rain: 200 millimetres in 24 hours;*
- *wind: 40 meters per second;*
- *flood: decennial floods*

Chapter V: Sundry provisions

Article 36: Termination of the Jobbing Order (article 74 of the GAC)

The Jobbing Order may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 42, 43, 44, 45, 46 and 47 of the GAC especially in cases of:

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

Article 37: Disagreements and disputes (article 79 of the GAC)

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction.

Article 38: Production and dissemination of this Jobbing Order (GAC supplemented)

[Twenty (20)] copies of this Jobbing Order shall be produced at the cost of the service provider and furnished to the Jobbing Order Manager.

Article 39 and last: Entry into force of the Jobbing Order

This Jobbing Order shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contracting Authority.

Document No. 5:
Terms of Reference
(ToR)

TECHNICAL SPECIFICATIONS OF PRESCRIPTION

Context / justification

This project has as aim control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region.

I. OBJECTIVE OF THE MISSION

Article 1: DESCRIPTION OF SERVICES

The chosen control mission will have as role the control and supervision of the above cited works.

Article 2: GENERAL OBLIGATIONS OF THE CONTROL MISSION

The control mission that shall be attributed this contract shall control the following works:

- Installation du chantier
- Abattage d'arbres
- Déblais mis en dépôt
- Mise en forme de la plateforme
- Plus value de transport au prix 108 et 115
- Couche de roulement en graveleux latéritique
- Couche de sable de 3cm
- Fourniture et pose des pavés autobloquant
- Fourniture et pose de buses en Métallique Ø 800 mm
- Puisard en maçonnerie Ø 800 mm
- Tête de buse en maçonnerie Ø 800 mm
- Dalettes de couverture d'épaisseur 15 cm
- Fossés maçonnés de 130 cm x 65 cm
- Panneaux indicateurs
- Fourniture et pose de balises en beton

1 CONTROLS

The control mission shall principally be concerned with:

- Technical control, (quality assurance)
- Geotechnical control,
- Environmental control,
- Other control activities

1.1 TECHNICAL CONTROL (quality assurance)

The activities involved shall include:

- Notification of the contractor for the establishment of the performance program
- Establishment of performance program together with the contractor
- Verification of the activities of the executing firm and ensuring that the established planning is respected.
- Control the origin and quality of material used and receive material supplied
- Ensure that technical specifications, environmental considerations and construction craft rules are respected
- Geotechnical investigations for foundation works
- Update the performance program when the need arises
- Organize regular site meetings with the contractor
- Response to public request during construction

- Interprets the contract
- Informs contractor of project owner decisions
- Communicate to project owner the contractor's claims, etc.
- Establish certificate of good and successful performance of the contract
- Makes interim bills and reports and final bills and reports and transmit them to the project owner.

The order of implementation shall be specified to the contractor by the control mission through service orders.

1.2 GEOTECHNICAL CONTROL

This is to ensure that the contractor implements the works in accordance with the prescriptions of the technical specifications. These controls shall be before, during and after the execution of the work.

2 3.2.1 Activities before Execution

- Certification of the state and suitability material to be used for the construction of structure
- Certification of excavation/ foundation depths
- Certification of backfilling and compacting

3 3.2.1 Activities during Execution

He shall control the works such as

- Mixture and proportion of material
- Placing of the different course materials
- Fill obtained from borrow pit.
- Formworks
- Concrete / curing of concrete
- Thickness of layers before compaction
- Homogeneity of material
- Water content of earth material

4 3.2.2 Activities after Execution

- Measure of the in situ density for compaction. The supervisor and controller shall make available skilled personnel and equipment to enable the carrying out of the following compaction tests:
- Rapid compaction test
- Proctor test
- In-situ density
- Concor
- Sand cone test

4.1 ENVIRONMENTAL CONTROL

This consists of ensuring that the contractor carries out all the works described in the contract in strict compliance with the national and applicable international environmental protection prescriptions, ensuring that the environment is brought to its natural state after completion of the works in accordance with the mitigation measures prescribe in the contractor's contract.

4.2 OTHER CONTROL ACTIVITIES

Other activities that shall be the consulting firm shall be:

- Issuance of service letters to the contractor
- Following the prescriptions contained in service orders
- The supervision and verification of topographic measurements carried out by the contractor
- Site management and control of all administrative procedures
- The organization of the provisional reception of works with the designated personalities.

The Chief of Mission, has to be installed within 15 days from the date of notification of the service order to start works, for technical supervision of works. The Field office of the consultant would be set up at this moment. The rest of the control team shall be put in place as soon as the contractor mobilizes for field operations. The control mission will submit a plan of work to the Project owner. This plan shall include:

- The list of material and equipment including the age and their uses
- The detailed list of the personnel of the control mission in conformity with the above list and their task description
- The provisional plan of work of the control mission
- The envisaged methodology to complete the works

It is upon submission of the plan of work that the control mission concerts with the contractors to work out the modalities for the commencement of works.

5 3.5 MATERIAL AND GEOTECHNICAL ANALYSIS

The consultant must follow up geotechnical analysis carried out by the contractor both in the field and in the laboratory, to ensure that the test and procedures are in conformity with prescribed norms. All geotechnical analysis must be carried out as far as the works are advancing.

6 3.6 CONTROL AND SUPERVISION OF WORKS

The methodology for the intervention of the control mission can be divided into three phases:

- Control before commencement of works,
- Control during works, and
- The final phase control after work

7 3.6.1 Controls before Commencement of Works

This is the period during which the contractor is carrying out mobilization by putting in place his personnel, construction of his base camp and organizing preliminary activities for the works (setting out, geotechnical evaluation of the site, source of suitable construction material etc.) During this period the control mission will organize its activities under the following aspects: administrative control, technical control and project management.

a) Administrative Aspects

The control mission will have to ensure that the contractor submits the following administrative documents before the commencement of work.

- A guarantee in a prescribed format of a form of Bank Caution.
- An insurance policy that covers the whole contract.
- Complete curriculum vitae of all the key personnel with copies of their certificates as presented in their bids
- Registered contract

b) Technical Aspects (Control of Quantities and Quality)

This shall involve a reconnaissance survey of the project sites in order to:

- Organize a field visit with the contractor to confirm works and quantities which shall form the basis of the performance program to be established by the contractor. The performance program has to be in conformity with the tender document and plans.
- Identification of suitable construction material
- Control the installation of suitable equipment by the contractor.

- Control of material to be used by the contractor.
- Control of sequence of implementation proposed by the contractor.
- The control mission ensures that the contractor submits the performance program and schedule of works on time.

3.6.2 Control during Execution of Works

The control mission shall involve the interpretation of all documents relevant to the contract, the verification of the works carried out to ensure conformity with the tender document, contract, approved plans, geotechnical tests, quantities, modification of works if necessary and preparation of payments. These shall be achieved by:

- Control of quality of work
- Control of quantities of work executed
- Ensuring of safety and protection measures
- Monitoring of progress of works relative to the duration of the contract
- The verification of the administrative documents of the contractor.

Strict procedures shall be put in place for the inspection of works. Works of inferior quality and that do not conform to the norms prescribed in the technical specifications shall be rejected and not certified for payments. Other supplementary measures shall be adopted if necessary. Corrections are made for the poorly executed works.

Works shall be executed in sections as agreed upon between the Engineer of the contract and the Engineer of the control mission. The engineer of the contractor can only proceed to the execution of work after a written reception of the previous section.

The control mission shall closely monitor the progress of work ensuring that it is in conformity with the approved work plan, and has to discuss any irregularities with the contractor. Where work progress is not satisfactory the control mission has to identify the reasons and send special attention and order the contractor to take the necessary measures.

The contractor shall respect working hours, except on special authorization from the supervising Engineer. Without authorization the contractor must conform to existing laws and regulations. Any additional cost in respect of administrative procedures.

System of control shall be put in place after discussion with the contractor namely:

- Notification of orders received
- Recording of quantities of work executed per day
- Preparation of reports for the quantities of work executed monthly
- Receipt of materials
- Use of equipment
- Use of equipment for works realized prepared by the control mission
- Receipt of geotechnical analysis for the works.
- Verification of the execution and implantation of new structures.
- The control mission shall control all material to be used for construction to the control mission and ensure their conformity with prescribed norms and specifications. The control mission shall regularly verify the activities of the personnel of the contractor and the equipment.
- Verification of the contractor's proposals for temporal construction to protect the environment.
- Protection of the natural state the surroundings of all constructed structures. The Chief Engineer shall ensure that the contractor has the right of way for his operations. The contractor shall be responsible for any destruction of property in the process. In case of any damage needed the necessary administrative procedures shall be followed, so as to clarify issues on ownership, right of passage and the environment.

a) Field Control and Reports

The Chief Engineer shall have a field log book in which important events and contacts shall be recorded. It shall be the summary of work progress, interruptions, climatic

conditions, accidents, major breakdown of equipment, attestations, movement of equipment and personnel, complains etc. Each member of the control team shall keep a current register of his assigned activities.

The control mission shall systematically control the site and keeps minutes of meetings and decisions that would be used to compile monthly reports. The contractor must provide weekly information on personnel and equipment, the progress of works. All the members of the control team make contributions to the monthly reports.

A regular photo documentary of works shall be carried out to show the progress of work and operations.

b) Measurements

The personnel of the control mission shall identify and quantify all works executed and evaluate the material present on site before taking note of the contractor's report. This shall help to identify any deviation from the bill of quantities. The control mission and the contractor shall jointly take quantities for the establishment of bills for payment.

The chief of mission must follow up works quantities and indicate any excesses of time. All complains from the contractor on the work quantities must be treated immediately by the chief of mission and must be documented in special records.

c) Contractor's Bill and Works Tickets

The contractor's bill has to be prepared following a laid down format and must be submitted to the supervisor for a strict verification of quantities, unit price, addition and multiplication etc. In case of any error the supervisor shall together with the contractor correct the bill. The bill shall be supported by monthly works tickets. As soon as the supervisor receives the contractor's bill, he shall certify the bill and forward it to the project manager.

3.6.3 FINAL PHASE OF WORKS

a) Provisional Reception of Works

The supervisor shall carry out the following task during the last stages of the works:

- Carry out an evaluation and recommendation on pending claims by the contractor
- Inspection of executed works and issue a reception certificate.
- Ensure the good state of all installations to be handed over to the local authority.
- Compilation of all reports and data that will present the situation of the rehabilitation project and the content of the final report. The final report shall retrace the rehabilitation process with all important events mentioned.

It shall clearly indicate the experiences made and lessons learned. It shall also contain recommendations for such an exercise in the future.

The reception certificate shall only be issued after a joint visit by the supervisor and the contractor to the field. All poorly executed jobs or unfinished works shall be mentioned in the minutes of the joint site visit.

The contractor is obliged to complete all unfinished works and undertake all repairs during the guarantee period.

b) Reporting

The site technicians are responsible for the daily control of their different expert activities and shall keep daily records and the daily records shall be forwarded to the site engineer.

The site engineers shall produce weekly reports from the daily record of the various technicians and forward to the chief of mission. The chief of mission shall compile the weekly records into a monthly record which shall be deliberated upon during the monthly coordination meetings between the project consultant, contractor and project owner. Minutes of the monthly meeting and report shall be forwarded to the project Manager by the chief of mission.

8 DETAILS OF FIELD CONTROL ACTIVITIES

9 4.1 ORIGINAL MATERIALS

The borrow pits to be used by the contractor must be approved by the supervisor whose refusal will waive the contractor should look for another borrow pits without claiming compensation as indicated.

Top soil removal to be required for the clearing of the site shall be at the expense of the contractor to be paid for as of right.

10 4.2 QUALITY OF MATERIALS

Fill

The soil required for the filling generally comes from excavations of satisfactory quality. In case of less satisfactory quality, they will be taken from deposits situated out of the site. The fill must be free of organic debris and should be well graded in order to facilitate compaction. The maximum index should be less than 40.

Laterite and

The laterite to be used to fill the road shall be of selected material. It should be as specified in the reference of contractors.

Material for concrete

Sand: The quality of sand remains subject to the Supervisors approval. It shall be obtained from deposits or quarries chosen by the contractors. The sand component should be more than 80% and the clay content should be less than 4%.

fine constituents should be less than 4%.

Aggregate: It should be obtained from deposits or quarries chosen by the contractors, and approved by the supervisor. The aggregate should be clean (constituents eliminated through settling) and their grading suited to their use.

Cement: It should be of 325 class and be obtained from an approved factory

Stones for

They shall be obtained from deposits or quarry approved by the supervisor and none should be smaller than 100mm diameter.

Timber Work

The wood used should have the following characteristics:

- Bulk density (kg/m³)

-Hardness (kg/cm² according to Monnin hardness)

Some of the species with these characteristics are: Doussie, Moabi, Tali, Asobe, Iroko

Laboratory

Materials should be tested and set up according to the prescription of the Technical Specifications. If the supervisor feels that the specifications for laying of material have not been followed or if he doubts the quality of concrete results, he may carry out the tests himself or test with his own equipment or ask any approved laboratory to carry out the tests.

All materials should be used in conformity with the contractors' terms of reference.

10 EXECUTION OF TASK FOR THE CONTROL TEAM

11 MISCELLANEOUS (Engineer)

This is a Summary of the overall control of the project, and ensures that the construction is in conformity with the tender document and the program of

work agreed upon with the contractor. He has to put in place a system of follow-up that includes the following activities:

- The programming of the assignments of the members of the teams.
- Heads the team for the collection of field data for the establishment of a performance program by the contractor.
- Coordinates the activities of the field staff of the consultant such as the Supervising Engineers, Civil Engineering Technicians, Geotechnician and Environmentalist).
- Prepares service and administrative orders concerning technical and financial matters.
- He ensures that plans and drawings are in conformity with topographic and geological requirements.
- He ensures that the different works done are in conformity with technical norms, the tender document and as agreed upon by the consultant and contractor.
- Organization of regular site meetings so as to resolve any problems arising and to be abreast with the evolution of works.
- Controls the progress of work of the contractor and makes necessary adjustments so as to ensure the effective realization of the contract within the contract period.
- Interaction and correspondences with the contracting authority.
- Interaction and correspondences with the contractor.
- Field inspection of works executed.
- Verification of the amount budgeted for works and the amount for actual works executed.
- Verification of the payment of the contractor's bills.
- Preparation of a daily register of works containing important events and activities, the advancement of work, climatic conditions, personnel, general labour and equipment present on site.
- Ensures that the works register is properly updated and signed regularly.
- Ensures that the contractor respects environmental prescriptions.
- Preparation and transmission of supervision reports to the contracting authority.
- Prepares in collaboration with the contractor the final bill for payments.
- Preparation of final report on the process and evolution of works.
- Oversees the administration of the site office of the consultant.

12 FOLLOW UP TECHNICIAN (Civil Engineer)

He represents the Mission Head on the site for the regular control and administration of the site. He is in charge of:

- Assisting in the preparation of service and administrative orders concerning technical and financial matters
- Assisting the contractor in the preparation of technical documents and approves technical documents of the contractor
- Participates in field data collection for the preparation of the performance program.
- Assists in the preparation and verification of all drawings and documents that need the approval of the Mission Head.
- Verifies the daily activities of the contractor.
- Supervises manual and mechanize works.
- Verifies the quality and quantity of material used especially the geotechnical properties.
- Ensures that survey data and pegging is updated.
- Ensures that the contractor keeps an updated daily register of activities.
- Establishes, in collaboration with the contractor, monthly reports on works executed.
- Makes weekly reports to the Mission Head.
- Organizes regular site meetings and writes the minutes.
- Assist the Mission Head in provisional reception

13. LAB TECH

The
field, he shall
also carry out
arises on the

laborer shall be responsible to carry out, all geotechnical tests on the
material brought to the site and either approve or reject them. He shall
test to verify works executed, he shall execute any other task as need
be mentioned in this document.

REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie

PRESIDENCE DE LA REPUBLIQUE

MINISTERE DES MARCHES PUBLICS

DELEGATION REGIONALE
NORD OUEST

COMMISSION REGIONALE DE PASSATION
DES MARCHES

REPUBLIC OF CAMEROON
Peace - Work - Fatherland

PRESIDENCY OF REPUBLIC

MINISTRY OF PUBLICS CONTRACTS

REGIONAL DELEGATION
NORTHWEST

REGIONAL TENDERS BOARDS

OPEN NATIONAL INVITATION TO TENDER

N^o _____/ONIT/RDMINMAP/NWRTB/2018 OF _____/2018
FOR THE CONTROL AND SUPERVISION OF
MAINTENANCE WORKS OF SOME COUNCIL ROADS
FROM WUM – MBINJAM – BAFMENG - CHAH (30KM),
BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG -
MBAMBA (20KM), OKOROMANJONG - BATOMO (20KM) IN
MENCHUM DIVISION OF THE NORTH WEST REGION,

INVITATION FILE

MAIL ENCLOSURE SLIP OF UNIT PRICE LIST

DOCUMENT No.4

MAIL ENCLOSURE SLIP OF UNIT PRICES

N° Prix	DESIGNATION	Unité	PRICE IN FIGURES
SERIES 100 : PROJECT EXPERTS			
101	CHIEF OF MISSION This price shall be paid monthly and shall comprise: Salary of the chief of mission comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall be paid following effective presence on site, and shall be paid 30 days a month. IT SHALL STAND ATFCFA	MONTHS	
102	FOLLOW UP ENGINEER This price shall be paid monthly and shall comprise: Salary of the chief of mission comprising all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and all suggestions - This price shall be paid following effective presence on site, and shall be paid 30 days a month. IT SHALL STAND ATFCFA	MONTHS	
SERIES 200 : SUPPORT STAFF			
201	INDEMNITY FOR SUPPORT STAFF (DRIVER, SECRETARY, NIGHTWATCH, ETC) This price shall be paid as a lumpsum and shall comprise: - For the driver, secretary, nightwatch, including all taxes and social insurance charges in force. Insurance. Lodging cost, displacement allowance. General charges and suggestions - This price shall be paid as a lumpsum. IT SHALL STAND ATFCFA	LS	
SERIES 300 : GEOTECHNICS			
301	GEOTECHNICAL TESTS This price shall be paid as a lumpsum and shall remunerate the technical test as prescribed in the country's CCIP - For the lab technician - Materials used for test - Technical reports, or suggestions applicable to this task - The term of reference	LS	

SERIES 400 FUNCTIONING			
401	<p>HIRING COST OF FOLLOW UP VEHICLE</p> <p>This price shall remunerate:</p> <ul style="list-style-type: none"> - Renting cost - Insurances and other documents - Fuel - And maintenance - This price shall be paid following the effective use of the vehicle on site and shall be paid monthly .IT SHALL STAND ATFCFA 	MONTHS	
402	<p>RENTAL COST FOR THE CONTROL MISSION'S OFFICE/RESIDENCE AND PRODUCTION OF DOCUMENTS</p> <p>This price shall remunerate:</p> <ul style="list-style-type: none"> -renting of and office and house for the control mission -Telephone/internet charges - electricity and water bills <p>Production of monthly reports</p> <ul style="list-style-type: none"> - It shall be paid monthly. IT SHALL STAND ATFCFA 	MONTHS	

REPUBLIQUE DU CAMEROUN
Paix - Travail - Patrie

 PRESIDENCE DE LA REPUBLIQUE

 MINISTRE DES INFRASTRUCTURES

 DELEGATION REGIONALE
 NORD-OUEST

 COMMISSION REGIONALE D'ASSASSATION
 DES TRAVAUX PUBLICS

REPUBLIC OF CAMEROON
Peace - Work - Fatherland

 PRESIDENCY OF REPUBLIC

 MINISTRY OF PUBLICS CONTRACTS

 REGIONAL DELEGATION
 NORTHWEST

 REGIONAL TENDERS BOARDS

MUTUAL AGREEMENT CONSULTATION DOCUMENT

N° _____/COMPTON/DMINMAP/NWRTB/2018 OF _____/2018 FOR THE
 CONTROL AND SUPERVISION OF MAINTENANCE WORKS OF
 SOME COLLECTORIAL ROADS FROM WUM – MBINJAM – BAFMENG -
 CHUO – BAFMENG - ISE (11KM), MODELLE –
 OKOP – BAFMENG - MBAMBA (20KM), OKOROMANJONG -
 BATOMO – BAFMENG - MENCHUM DIVISION OF THE NORTH WEST
 REGION

CONSULTATION FILE

DOCUMENT No.5

BILL OF QUANTITIES AND COST ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATES

DETAIL QUANTITATIF ET ESTIMATIF

LOT N°	ITINERAIRES	LONG [Km]			
	control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region	81			
	TOTAL	81			
N° Prix	DESIGNATION	Unité	QUANTITY	UNIT PRICE (HTVA)	TOTAL AMOUNT
SERIES 100 : PROJECT EXPERTS					
101	CHIEF OF MISSION	MONTHS	9		
102	FOLLOW U ENGINEER	MONTHS	8.5		
	SUB-TOTAL SERIES 100				
SERIES 200 : SUPPORT STAFF					
201	INDEMNITIES FOR SUPPORT STAFF(DRIVERS,SECRETARY,NIGHTWATCH,ETC)	LS	1		
	SUB-TOTAL SERIES 200				
SERIES 300 : GEOTECHNICS					
301	GEOTECHNICAL TESTS	LS	1		
	SUB-TOTAL SERIES 300				
SERIES 400 FUNCTIONING					
401	HIRING COST OF FOLLOW UP VEHICLE	MONTHS	9		
402	RENTAL COST FOR THE CONTROL MISSION'S OFFICE/RESIDENCE AND PRODUCTION OF DOCUMENTS	MONTHS	9		
	SUB-TOTAL SERIES 400				
TOTAL HTVA					
TVA [19,25%]					
AIR [5,5%] AIR (2.2%)					
MONTANT TTC					

Closed this estimate at the sum of (-----FCFA)

DOCUMENT No.6

Technical bid Model Tables

- 4A. Letter of submission of technical bid
- 4B. Candidate's references
- 4C. Candidate's observations and suggestions on the Terms of Reference and on the data, set points and installations to be furnished by the Contracting Authority
- 4D. Description of the proposed methodology and work plan to accomplish the mission
- 4E. Composition of the team and responsibilities of its members
- 4F. Model curriculum vitae (CV) of the proposed specialised personnel
- 4G. Calendar of the specialised personnel
- 4H. Calendar of activities (work programme).

4A. LETTER OF SUBMISSION OF TECHNICAL PROPOSAL

[Place, date]

To: *[Name and address of Contracting Authority]*

Sir/Madam,

We, the undersigned, *[specify]* are pleased, in accordance with Tender File No ____ of ____ relating to _____ to submit our Technical bid, [subject of the Tender File.

In the case where our bid meets your expectations, we are fully at your disposal on the basis of the personnel proposed to commence negotiations for the best conduct of the project.

Also, we take the firm commitment to scrupulously respect the content of the said technical proposal, subject to the possible modifications which may result from the negotiation of the contract.

Yours faithfully,

Signature of empowered official: Name and title of signatory:
Name of candidate: Address:

4A. – Candidate's reference

Services rendered during the last [indicate the number between 1 and 5] years which best illustrate your qualifications.

Using the form below, indicate the information requested for each relevant mission which your enterprise/body has obtained through a contract, either as a single enterprise or as a member of a group of companies.

Name of mission:	Country:
Place:	Specialised personnel supplied by your enterprise/body (profiles):
Name of client:	Number of employees who took part in the mission:
Address:	Number of months of mission:
Deadline:	Duration of mission:
Start date: Month/year	Completion date: Month/year
Approximate value of services (in CFA F exclusive of taxes)	
Name of possible associates/partners	Number of months of specialist work furnished by associates:
Name and function of officials (Director/Coordinator of Project, Team Leader)	
Description of project:	
Description of services rendered by your personnel:	

Name of candidate: _____
 Submit supporting documents _____

4C. Observations and suggestions from consultant on the Terms of Reference and data, services and installations to be furnished by Contracting Authority

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

On the data, services and installations to be furnished by the Contracting Authority:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

4D. Description of the methodology and work plan proposed to accomplish the mission

4E. Composition of the team and responsibilities of its members

1. Technical/management personnel

Name	Position	Tasks

2. Support staff (head office and local)

Name	Position	Tasks

4F. Model Curriculum vitae (CV) of the proposed specialised personnel

Position:

.....

Name of candidate:

.....

Name of employee:

.....

Profession:

.....

Diplomas:

.....

Date of birth:

.....

Number of years of employment by candidate: Nationality

Membership of professional associations/groups:

.....

.....

.....

Specific duties:

.....

.....

Main qualifications:

[In about half a page, give a summary of aspects of the employee's training and experience most useful to the tasks within the scope of the mission. Indicate the level of responsibility exercised by the employee during previous missions by specifying the date and place].

.....

Training:

[In about a quarter page, summarise the university and other specialised studies by the employee by indicating the names and addresses of the schools and universities attended, with the dates of attendance as well as the diplomas obtained].

.....

.....

Attached documents:

- Certified true copy of the highest diploma and possibly an attestation from the professional corporation

- Attestation of availability

.....

Professional experience:

[In about two pages, draw up a list of employment exercised by the employee since the end of his studies in reverse chronological order, starting with the current position. For each position; indicate the dates, name of employer, title of position occupied and place of work. For the last ten years, specify in addition the type of activity performed and where need be, the names of clients likely to furnish references].

.....
.....

Knowledge of information technology:

[Indicate the level of knowledge]

.....
.....

Languages:

[Indicate for each language the level of knowledge: mediocre/average/good/excellent, in relation to the reading/written/spoken aspects].

Attestation:

I, the undersigned, hereby truthfully certify that the information furnished above is a true testimony of my situation, qualifications and experience.

..... Date:

.....
[Signature of employee and the empowered representative of the consultant]

Date

Name of employee:

.....

Name of empowered representative:

.....

4G. Calendar of specialised personnel

Name	Position	Reports to be furnished/activities	Months (in the form of bar diagrammes)												Number of months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Sub-total (1)
															Sub-total (2)
															Sub-total (3)
															Sub-total (4)

Full time: _____ Part time: _____

Reports to be furnished: _____

Duration: _____

Signature: _____
(Authorised representative)

Name: _____

Position: _____

Address: _____

4H. Calendar of activities (work schedule)

A. Specify nature of activity

	<i>[Months or weeks from start of mission]</i>											
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	10 th	11 th	12 th	
Activity (task)												

B. Completion and submission of reports

Reports	Date
1. Preliminary report	
2. Progress report a. First progress report b. Second progress report	
3. Draft final report	
4. Final report	

Document No. 8: Financial bids Model tables

Summary of model tables

- 5. A Letter of submission of financial proposal *for contracts paid in lump sum*
- 5. B Summary statement of costs
- 5. C Distribution of costs by activity
- 5. D Unit cost of key personnel
- 5. E Unit cost of execution personnel
- 5. F Distribution of remuneration by activity
- 5. G Reimbursable costs by activity
- 5. H Sundry costs *for contracts payable by unit prices*
For contracts payable by unit prices
- 5. I Framework of schedule of unit prices
- 5. J Framework of detailed estimates
- 5. K Framework of sub-details of unit prices
 - 1. Elementary unit prices (cf. 5.D; 5.E; ...etc);
 - 2. Breakdown unit prices;
 - 3. Reimbursable cost, where need be.

5.A Letter of submission of financial offer

[Place, date]

To: *[Name and address of Contracting Authority]*

Sir/Madam,

We, the undersigned, have the honour to propose our services to you, as service provider for *[title of services]* in accordance with your Consultation document No. *[to be indicated]* of *[indicate date]* and our bid (our technical and financial bids).

Find herewith our financial bid which stands at *[amount in letters and figures as well as the lot(s) and the distribution in CFA francs/foreign currency, where need be]*. This amount is net of taxes, duties, dues which we have estimated at *[amount(s) in letters and figures]*.

Our financial bid has force of obligation to us, subject to modifications resulting from negotiation of the contract up to the deadline of validity of the bid, that is, up till *[date]*.

We are aware that you are not bound to accept any bid.

Yours sincerely,

Signature of empowered representative: Name and title of signatory

Name of candidate: Address

5. B. Summary statement of costs

Costs	Currency	Amount(s)
Sub-total		
Taxes, duties, dues and other fiscal costs		

5.C. Distribution of costs by activity

Activity No.	Activity No.	Description
Price components	Currency(ies)	Amount(s)
Remuneration		
Reimbursable costs		
Sundry costs		

5.D. Unit costs of key personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

5.E. Unit cost of execution personnel

Names	Qualification/ function	Hourly cost	Daily cost	Monthly cost

5.F. Distribution of remuneration by activity

Activity No.: _____ Name: _____

Names	Position	Contribution	Exchange rate remuneration	Amount
Permanent personnel				
Local personnel				
External consultants				
Grand total				

5.G. Reimbursable costs by activity

Activity No. _____ Name: _____

No.	Description	Unit	Quantity	Unit price	Total amount
1.	International air travel	By voyage			
2.	Sundry travel costs	By voyage			
3.	Living allowance	Per day			
4.	Local transport costs				
5.	Office/lodging/ rentals				

5.H. Sundry costs

Activity No. : _____

Name: _____

No.	Description	Unit	Quantity	Unit price	Total amount
1.	Cost of communication between _____ and _____ (telephone, fax, e-mail)				
2.	Preparation, reproduction of reports				
3.	Equipment: vehicles, computers, etc				
4.	Software				

5.I. Framework schedule of unit prices

No. Price	Designation of tasks and unit prices all in letters	Unit	Unit prices (in letters)	
			In figures (CFA F EVAT)	In letters

5.J. Framework of detailed estimates

No. Price	Designation	Unit	Quantity	Unit prices	Total price
				(CFA F EVAT)	(CFA F EVAT)

5.K. Framework schedule of sub details of unit prices

SUB- DETAIL OF UNIT PRICE					
DESIGNATION of the Price:					
No Price	Daily Output	Total quantity		Unit	Duration (days)
LABOUR	Category	Number	Daily salary	Days paid	Amount
TOTAL A					0
MACHINES OR EQUIPMENT	TYPE	Quantity	Daily rate	Days paid	Amount
TOTAL B					0
MATERIALS and Miscellaneous	TYPE	Unit	Unit price	Consumption	Amount
TOTAL C					0
D	TOTAL UNIT PRICE A+B+C				0
E	Percentage		%	D x %	
F	Percentage		%	D x %	
G	Percentage			D+ E + F	
H	Percentage		%	G %	
P	Selling price WITHOUT TAXES			G + H	
V	UNIT SELLING PRICE WITHOUT TAXES			P/QTE	

Document No. 9:

Model contract

REPUBLIQUE DU CAMEROUN

Paix - Travail - Patrie

PRESIDENCE DE LA REPUBLIQUE

MINISTERE DES MARCHES PUBLICS

DELEGATION REGIONALE

NORD OUEST

COMMISSION REGIONALE DE PASSATION
DES MARCHES

REPUBLIC OF CAMEROON

Peace - Work - Fatherland

PRESIDENCY OF REPUBLIC

MINISTRY OF PUBLICS CONTRACTS

REGIONAL DELEGATION

NORTHWEST

REGIONAL TENDERS BOARDS

Jobbing Order No...../JO/RDMINMAP/NWRTB/2018 AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER NO _____/ONIT/RDMINMAP/NWRTB/2018 OF FOR THE CONTROL AND SUPERVISION OF MAINTENANCE WORKS OF SOME COUNCIL ROADS FROM WUM – MBINJAM – BAFMENG - CHAH (30KM), BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG - MBAMBA (20KM), OKOROMANJONG - BATOMO (20KM) IN MENCHUM DIVISION OF THE NORTH WEST REGION

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

P.O. Box 0000 ____, Tel____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer's No. _____

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

AMOUNT OF CONTRACT:

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

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

FINANCING: _____ *[Indicate source of financing]*

BUDGET HEAD: _____ *[To be filled]*

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED NO. _____

BETWEEN:

[The Government of the Republic of Cameroon, represented by] hereinafter referred to as **"the Contracting Authority"**,

On the one hand,

And:

Service provider _____ **COMPANY**

P.O. Box _____ Tel _____ Fax: _____

Business Registry No. _____

Taxpayer's No. _____

Represented by Mr/Ms. _____ its General Manager

Hereinafter referred to as **"THE SERVICE PROVIDER"**

On the other hand,

It has been agreed and settled as follows:

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Terms of Reference (ToR)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates (DE)

Page.... and last page of Jobbing Order No...../JO/RDMINMAP/NWRTB/2018 AWARDED AFTER OPENING OF INVITATION TO TENDER NO _____/ONIT/RDMINMAP/NWRTB/2018 OF ____ FOR THE CONTROL AND SUPERVISION OF MAINTENANCE WORKS OF SOME COUNCIL ROADS FROM WUM - MBINJAM – BAFMENG - CHAH (30KM), BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG – MBAMBA (20KM), OKOROMANJONG - BATOMO (20KM). IN MENCHUM DIVISION OF THE NORTH WEST REGION

HOLDER:

TIME-LIMIT:

<p>Read and accepted by the service provider</p> <p>(place of signature)_____ (date)</p>
<p>Signature of Contracting Authority</p> <p>(place of signature)_____ (date)</p>
<p>Registration</p>

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

Table of model documents

Annex No. 1: Declaration of intention to bid.

Annex No. 2: Model bid bond

Annex No. 3: Model final bond

Annex No. 1: Declaration of intention to bid

TENDER MODEL

I, the undersigned,..... Nationality:.....
Domicile:.....Function:.....
Enterprise/company..... Tax payer card Number:.....
Business Registration Number.....

By virtue of my powers as *[indicate the capacity]* having taken cognisance of the
National Tender File No. *[indicate the type of service]*.

Hereby declare the intention to bid for this invitation to tender.

Done at _____, on _____
(Signature, Name and stamp)

Annex No. 2: Model bid bond

To (indicate the Contracting Authority and his address) "Contracting Authority

Whereas the Service provider _____ hereinafter referred to as the "bidder" has submitted his bid on _____ for *[recall the subject of the Consultation document]*, hereinafter referred to as "the bid".

We *[name and address of the bank]*, with head office at *[bank's address]* hereinafter referred to as "the bank" hereby declare to guarantee payment to the Contracting Authority of the full amount of *[indicate the amount]* CFA francs, binding itself, its successors and assignees.

Signed and authenticated by the bank at _____, on _____

The conditions of this commitment are as follows:

1. If the bidder retracts his bid during the validity period specified by him in the tender file;
2. If the bidder, having been notified of the of the bid by *[indicate Contracting Authority]* during the validity period:
 - a. Fails or refuses to sign the contract, even though required to do so;
 - b. Fails or refuses to furnish the performance bond for the contract as provided for by the contract

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

This bond shall remain valid up till the thirtieth day inclusive following the end of the deadline for the delivery of tenders. Any request by *[indicate Contracting Authority]* to cause it to take effect must reach the bank before the end of this validity period.

Annex No. 3: Model final bond

Bank:

Reference of the bond: No _____

Addressed to *[Indicate the Contracting Authority and his address]* Cameroon, hereinafter referred to as the "Contracting Authority"

Whereas _____ *[name and address of Supplier]*, hereafter referred to as "the service provider", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the services]*.

Whereas it is stated in the contract that the service provider shall entrust to the Contracting Authority a final bond of an amount equal to *[indicate the percentage 5 %]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to give the service provider this guarantee,

We, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,
hereinafter referred to as "the bank", commit ourselves to pay the Project Owner, within a maximum deadline of eight (8) weeks, upon the simple written request declaring that the service provider has not satisfied his contractual commitments within the meaning of the contract, without being able to defer the payment nor raise any contests for whatever reason, any amount up to the sum of _____ *[in figures and words]*.

We agree that no change or addendum or any other amendment to the contract shall free us of any obligation incumbent on us by virtue of this final bond and we hereby incline to any notification, addendum or change.

This final bond shall enter into force as soon as it is signed and as soon as the Contracting Authority notifies the service provider of the approval of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the services.

After this date, the bond shall be baseless and should be returned to us without the express request on our part.

Any request for payment formulated by the Project Owner by virtue of this guarantee should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment.

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

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

Bank: reference, address _____

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

The payment, in full or in part, of the start-off advance upon receipt of the first written request by the beneficiary, declared by _____ [the holder] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ relating to _____ works [indicate the subject of the contract, the references of the Consultation document and the lot, if applicable] corresponding to the advance of [twenty (30) %] of the amount included in the bill of contract No. _____, payable upon notification of the corresponding invoice Order that is, _____ CFA francs.

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

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

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

Signed and sealed for the bank at _____ on _____

[Signature of _____]

MODEL PERFORMANCE BOND

Bank

Reference of guarantee: No.

To the Regional Delegate MINMAP/NW, Contracting Authority

FINAL BOND FOR THE MANAGEMENT OF THE PROJECT FOR THE CONTROL AND SUPERVISION OF MAINTENANCE WORKS OF SOME COUNCIL ROADS FROM WUM – MBINJAM – BAFMENG - CHAH (30KM), BAFMENG - ISE (11KM), MODELLE – OKOROMANJANG - MBAMBA (20KM), OKOROMANJONG - BATOMO (20KM) IN MENCHUM DIVISION OF THE NORTH WEST REGION

We..... (Bank) have been informed that a contract has been signed between the Regional Delegate MINMAP/NW acting in the capacity of Contracting Authority, and....., acting as contractor for the management of the project for the control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region.

In compliance with the provisions of Jobbing Order No., the contractor is bound to present to the Regional Delegate, Contracting Authority, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the Jobbing Order, worth.....percent of the amount of the Jobbing Order all taxes inclusive, i.e. CFA Francs

We,(Bank) do hereby commit ourselves irrevocably and without arguing to pay to the Regional Delegate MINMAP/NW, at his first written request, and within eight (08) weeks, 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 bank guarantee shall take effect as from the date of notification of the Jobbing Order to the contractor. The original of this guarantee shall be kept at the Regional Delegation MINMAP/NW.

The guarantee shall be released as from the date of provisional acceptance upon presentation of a release order. 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 Bamenda; on

(Signatures).....

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

For the use of the Contractor:

Reference of guarantee: No.

To the Regional Delegate MINMAP/NW, Contracting Authority

GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE

For the management of the project for the control and supervision of maintenance works of some council districts: Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modon – Okoromanjong - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division, North West Region

We, (Bank) have been informed that a Jobbing Order has been signed by the Regional Delegate MINMAP/NW acting in the capacity of Contracting / , acting as contractor for the management of the project for the control and supervision of maintenance works of some council districts: Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modon – Okoromanjong - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division, North West Region.

In compliance with the provisions of Jobbing Order No., the contractor is bound to present to the Regional Delegate MINMAP/NW, Contracting Authority, a bank guarantee for the refund of the start-off advance paid to the contractor, worth

We, (Bank) do hereby commit ourselves irrevocably and unconditionally to pay to the Regional Delegate MINMAP/NW, at his first written request, within eight (08) weeks, the amount of this bond, that is to say, , all the amounts that the contractor may owe the Contracting / to fulfil one or more of his obligations under the Jobbing Order.

This bank guarantee shall take effect as from the date of notification of the Jobbing Order and the original of this guarantee shall be kept at the Regional Delegation

The guarantee shall be used upon refund of the total amount of the advance. After this date, the guarantee shall continue to apply and shall be returned to us without express request.

The laws as in force in the Republic of Cameroon shall apply. Jurisdiction of application for the guarantee shall be those of the

at, on

(Signature).....

MODEL SITE VISIT REPORT

I, the under signed Mr./Miss/ Mr.....

Engineer ofcompany

Hereby make a sworn statement that I have visited the site for the control and supervision of maintenance works of some council roads from Wum – Mbinjam – Bafmeng - Chah (30km), Bafmeng - Ise (11km), Modelle – Okoromanjang - Mbamba (20km), Okoromanjong - Batomo (20km) in Menchum Division of the North West Region

Subject of the open national invitation to tender No..... of
Following this visit the observations listed below were made:

I – Technical observations:

II- Demographic inventory:

Signature and Date

N°11 : LISTE DES ÉTABLISSEMENTS BANKIERS ET ORGANISMES FINANCIERS AUTORISÉS À ÉMETTRE DES CAUTIONS DANS LE CADRE DES MARCHÉS PUBLICS

I- BANQUES

1. Afriland First Bank
2. Banque de l'Union Africaine
3. Banque pour le Financement International (BGFI BANK)
4. Banque du Cameroun pour l'Epargne et le Crédit
5. CITI
6. Commercial Bank of Cameroon
7. Ecobank
8. National Credit Bank
9. Société Générale de Banque au Cameroun
10. Société de Banque au Cameroun
11. Standard Bank Cameroon
12. Union Bank
13. United Bank
14. La Poste

I- Compagnies d'Assurances

15. Chanas
16. Activa
17. Zenith