

REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie  
-----  
REGION DU NORD OUEST  
-----  
DEPARTEMENT DE NGOKETUNJIA  
-----  
ARRONDISSEMENT DE NDOP  
-----  
COMMUNE DE NDOP  
-----  
COMMISSION INTERNE DE  
PASSATION DES MARCHÉ



REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
-----  
NORTH WEST REGION  
-----  
NGOKETUNJIA DIVISION  
-----  
NDOP SUB DIVISION  
-----  
NDOP COUNCIL  
-----  
NDOP COUNCIL INTERNAL  
TENDERS' BOARD

## NDOP COUNCIL INTERNAL TENDERS BOARD

\*\*\*\*\*

### OPEN NATIONAL INVITATION TO TENDER

TENDER FILE No5/ONIT /NC/ NCITB / 2019 of 25<sup>th</sup> January 2019 FOR THE REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN (3.439KM) IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

PROJECT OWNER: THE LORD MAYOR OF NDOP COUNCIL

FUNDING: MINHDU PUBLIC INVESTMENT BUDGET (PIB) –2019

| LOT Number | Subject   | Place of execution           | Imputation             |
|------------|---|------------------------------|------------------------|
| Single     | REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN (3.439KM) | BAMUNKA IN NDOP SUB DIVISION | 53 38 64 16 38<br>2254 |

---

FINANCIAL YEAR 2019

---

## TABLE OF CONTENTS

Document No. 1: Tender notice

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

Document No. 3: Special Regulations of the invitation to tender

Document No. 4: Special Administrative Conditions

Document No. 5: Special Technical Conditions

Document No. 6: Schedule of unit prices

Document No. 7: Bill of quantities and estimates

Document No. 8: The sub-detail of prices

Document No. 9: Model contract

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

Document No. 11: Justifications of preliminary studies

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

Document No. 13: Plans

**Document No. 1**  
**Tender Notice**

REPUBLIQUE DU CAMEROUN  
*Paix – Travail – Patrie*  
 -----  
 MINISTERE DE L'ADMINISTRATION TERRITORIALE  
 ET DE LA DECENTRALISATION  
 REGION DU NORD OUEST  
 -----  
 DEPARTEMENT DU NGOKETUNJIA  
 -----  
 ARRONDISSEMENT DE NDOP  
 -----  
 COMMUNE DE NDOP  
 -----



REPUBLIC OF CAMEROON  
*Peace – Work – Fatherland*  
 -----  
 MINISTRY OF TERRITORIAL ADMINISTRATION  
 AND DECENTRALISATION  
 NORTH WEST REGION  
 -----  
 NGOKETUNJIA DIVISION  
 -----  
 NDOP SUB DIVISION  
 -----  
 NDOP COUNCIL  
 -----

## TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER N° 5/ONIT/ NC/NCITB/2019 OF 25<sup>th</sup> January 2019 FOR THE REHABILITATION OF **SOME EARTH ROADS IN NDOP TOWN (3.439KM)** IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

Financing: MINHDU Public Investment Budget of 2019

### 1. Subject of the invitation to tender:

Within the framework of 2019 Investment Budget, the Lord Mayor of Ndop Council, Delegated Contracting Authority, hereby launches, an Open National Invitation to Tender for the rehabilitation of **some earth roads in Ndop (3.439 km)** in Ngoketunjia Division of the North West Region.

### 2. Nature of work:

Work to be done consists of

- Site Installation
- Execution program
- Feeling of trees
- Cleaning and Opening of road
- Moulding; Grading and compaction of the platform including side drain and off- shoots
- Putting in place of the foundation coarse using lateritic ground of 20cm thickness
- Construction of Rectangular gutters of section (base = 50cm, Height = 60cm)
- Construction of concrete slabs of 15cm of thickness and 40cm width on the gutters of 50cm of opening
- Displacement of water pipes
- Displacement of Electrical networks

### 3. Execution deadline

The maximum deadline provided by the Delegated Contracting Authority for the execution of the works forming the subject of this invitation to tender is **4 (four) Months** per lot

### 4. Lots

The work is in one lot: **REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN (3.439KM)**

### 5. Estimated cost

The estimated cost after preliminary studies and the bid bonds are as follows

| Lot number | Subject   | Estimated cost | Bid bond | Imputation          |
|------------|---|----------------|----------|---------------------|
| Lot 1      | Rehabilitation of some earth roads in Ndop town (3.439Km) | 40 000 000     | 800 000  | 53 38 64 16 38 2254 |

### 6. Participation and origin

Participation to this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws.

### 7. Financing

Works which form the subject of this invitation to tender shall be financed by the 2019 Public Investment Budget of the Ministry of Housing and Urban Development with budget heads as above.

### 8. Bid bond

Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document No. 12 of the Tender File, of an amount as indicated in the table above for each lot, 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 Ndop Council, Mayor's Private Secretariat Telephone N° 237 677185523, as soon as this notice is published.

**10. Acquisition of tender file:**

The file may be obtained from the Ndop Council Mayors' Private Secretariat telephone N° 237 677185523 as soon as this notice is published against payment of the sum of 57 000 CFA francs (Fifty-seven thousand Francs CFA), payable at the Ndop Municipal Treasury, representing the cost of purchasing the tender file.

**11. Submission of bids:**

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Ndop council service of award Contracts not later than 26<sup>th</sup> FEB 2019 at 10:00 AM local time and should carry the inscription:

**"OPEN NATIONAL INVITATION TO TENDER N° 5/ONIT/ NC/NCITB/2019 OF 25<sup>th</sup> January 2019 FOR THE REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN (3.439 KM) IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION"**

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

**12. Admissibility of bids**

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

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

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

**13. Opening of bids:**

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the 26<sup>th</sup> FEB 2019 at 11:00 AM local time, in the Ndop Council Hall, by the Ndop Council Internal Tenders Board. Only bidders may attend or be represented by duly mandated persons of their choice.

**14. Evaluation criteria**

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

**A. Eliminatory criteria**

**14.1.1 : Administrative documents :**

- a) Absence or non-conformity of an element in the administrative file,
- b) False declaration or falsified documents

**14.1.2 : Technical bid :**

- a) Incomplete technical file or non-conformity of a document ;
- b) False declaration or falsified documents;
- c) Financial capacity or credit line less than 40 million FCFA;
- d) Non respect of deadline.

**14.1.3: Financial bid:**

- a) Incomplete financial file;
- b) Omission in the financial file of a quantified unit price;

**B. Essential criteria**

The technical bids shall be evaluated in function of the following essential criteria:

- 1- General presentation of the tender files;

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

### 15.Award

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum of **24/30** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **24/30** of the essential criteria.

### 16.Validity of bids

Bidders will remain committed to their offers for sixty (60) days from the deadline set for the submission of tenders.

### 17.Complementary information

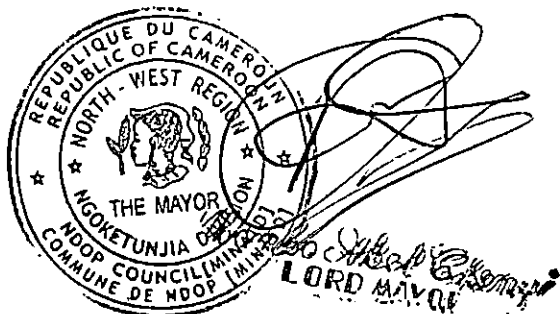
Complementary technical information may be obtained during working hours from [the Ndop Mayors private Secretariat Telephone No **237 677 185 523**

25 JAN 2019  
Done at Ndop on \_\_\_\_\_

The Lord Mayor Ndop council

#### Copies:

- MINMAP
- ARMP
- Chairpersons of TB
- Notice Boards



REPUBLIQUE DU CAMEROUN  
Paix – Travail – Patrie  
-----  
REGION DU NORD OUEST  
-----  
DEPARTEMENT DE NGOKETUNJIA  
-----  
ARRONDISSEMENT DE NDOP  
-----  
COMMUNE DE NDOP  
-----  
COMMISSION INTERNE DE  
PASSATION DES MARCHÉ



REPUBLIC OF CAMEROON  
Peace – Work – Fatherland  
-----  
NORTH WEST REGION  
-----  
NGOKETUNJIA DIVISION  
-----  
NDOP SUB DIVISION  
-----  
NDOP COUNCIL  
-----  
NDOP COUNCIL INTERNAL  
TENDERS' BAORD

## AVIS D'APPEL D'OFFRES AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 05/ AONO/ CN/CIPMCN/2019 DU 25 JANVIER 2019 POUR LES TRAVAUX DES REHABILITATION DE CERTAINES VOIES EN TERRE DANS LA VILLE DE NDOP (3.439KM) DANS LE DEPARTEMENT DE NGOKETUNJIA, REGION DU NORD OUEST

**Financement : BUDGET D'INVESTISSEMENT PUBLIC (BIP) - EXERCICE 2019**

### 1. Objet de l'Appel d'Offre

Dans le cadre de l'exercice budgétaire 2019, le Maire de Ndop, Autorité Contractante Délégué lance par procédure d'urgence, un Appel d'Offres National Ouvert pour les travaux des réhabilitations de certaines voies en terre dans la ville de Ndop ; longueur (3.439km) dans le Département de Ngoketunjia, Région du Nord-Ouest.

### 2. Consistance des travaux

Ces travaux comprennent les opérations suivantes dont la liste n'est pas exhaustive :

#### - ROUTE

- Installation de chantier, amenee et repli materiel
- Projet d'exécution
- Abattage d'arbres et enlevement des souches
- Debrouissage et Nettoyage
- Mise en forme de la plateforme avec creation des fosses et exutoires
- Graveleux lateritique naturel (ep 20cm) pour fondation
- Caniveaux a section rectangulaire de section 0.50 x h=0.60
- Dalles de couverture en BA epaisseur 0.15m x 0.40m largeur (sur caniveau de 0.50)
- Deplacement des reseaux d'eaux
- Deplacement des reseaux d'electricite

### 3. Délais d'exécution

Le délai prévu pour l'exécution intégrale de ces travaux est fixé à quatre (04) mois.

### 4. Allotissement

Le travaux est a un seul lot ci-après définis : **REHABILITATION DE CERTAINES VOIES EN TERRE DANS LA VILLE DE NDOP ; Longueur (3.439KM) DANS LE DEPARTEMENT DE NGOKETUNJIA .**

### 5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables et les Cautionnements provisoires est le survent

| Lot    | Object   | Coût prévisionnel | Cautionnement provisoire | Imputation          |
|--------|--|-------------------|--------------------------|---------------------|
| Unique | REHABILITATION DE CERTAINES VOIES EN TERRE DANS LA VILLE DE NDOP (3.439KM) | 40 000 000        | 800 000                  | 53 38 64 16 38 2254 |

**6. Participation et origine**

La participation à cette consultation est ouverte aux entreprises de droit camerounais.

**7. Financement**

Les travaux objet du présent appel d'offres sont financés par le Budget d'Investissement Publics du Cameroun de l'exercice 2019 sur les lignes d'imputation budgétaires sur la table.

**8. Cautionnement provisoir**

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, d'un montant sur la table et valable pendant trente(30) jours au-de là de la date originale de validité des offres.

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

Le Dossier d'Appel d'Offres peut être consulté et obtenu aux heures ouvrables à la Mairie de Ndop, Service de Passation des Marchés (Secrétariat Privé) Tél. : **237 677185523**, dès publication du présent avis.

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

Le dossier peut être obtenu aux heures ouvrables à la Mairie de Ndop, Service de Passation des Marchés Publics Tél. : **237 677185523**, dès publication du présent avis, contre présentation d'une quittance de versement de la somme non remboursable de **57 000 (cinquante sept mille Francs CFA)**, à la Trésorerie de la municipalité de Ndop.

**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 contre récépissé à la Mairie de Ndop, Service de Passation des Marchés Public Tél. : **237 677185523** au plus tard le **26 fevrier 2019 à 10 h 00**, heure locale et devra porter la mention suivante :

**«AVIS D'APPEL D'OFFRES NATIONAL OUVERT N° 05/ AONO/MINATD/CN/CIPMCN/2019 DU 25 JANVIER 2019 POUR LES TRAVAUX DES REHABILITATION DE CERTAINES VOIES EN TERRE DANS LA VILLE DE NDOP; LONGUEUR (3.439KM) DANS LE DEPARTEMENT DE NGOKETUNJIA, REGION DU NORD OUEST»**

**«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»**

**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 (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 un temps. L'ouverture des pièces administratives et des offres techniques et financières aura lieu **26 Fevrier 2019 à 11h00**, heure locale, dans la salle de

conférence de la Marié de Ndop, par la Commission interne de Passation de Marchés de la commune de Ndop siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier.

#### 14. Critères d'évaluation

*Les offres seront évaluées selon les principaux critères suivants :*

##### A - Critères éliminatoires

###### 14.1: Pièces administratives :

- a) Dossier incomplet ou pièces non conformes,
- b) Pièce falsifiée ou scannées en lieu et place des copies certifiées ou originaux

###### 13.1.2 : Offre technique :

- a) Dossier incomplet ou pièces non conformes ;
- b) Fausse déclaration, documents falsifiées ou scannés en lieu et place des copies certifiées ou originaux;
- c) Solvabilité financière ou ligne de crédit inférieure à 40 millions de FCFA;
- d) Non respect de délai.

###### 13.1.3 : Offre financière :

- a) Offre financière incomplète ;
- b) Omission dans l'offre financière, d'un prix unitaire quantifié ;

###### 14-2 : Critères essentiels:

Les offres techniques seront notées en fonction des critères essentiels ci-après :

- 1- Présentation générale de l'offre ;
- 2- Capacité financière ;
- 3- Références de l'entreprise dans les réalisations similaires ;
- 4- Qualité du personnel ;
- 5- Organisation technique des travaux ;
- 6- Moyens logistiques ;
- 7- Attestation et rapport de visite du site ;
- 8- Cahier des Clauses Techniques Particulières paraphé à chaque page ;
- 9- Cahier des Clauses Administratives Particulières complété et paraphé à chaque page.

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

#### 15. Attribution

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **24/30** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à **100%** des critères éliminatoires et au moins **24/30** des critères essentiels.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour

#### 16. Durée de validité des offres

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

#### 17. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de Mairie de Ndop - Services des Marchés Publics, Tél. : 237 677185523.

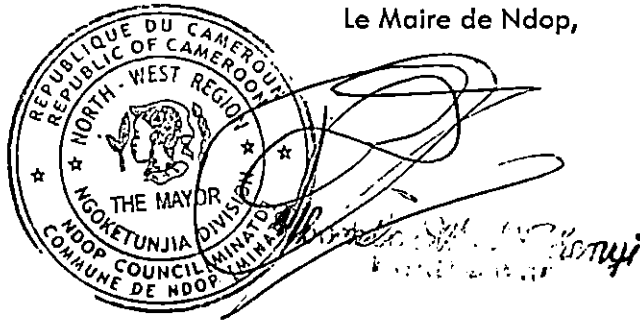
N. 120.3

Fait à Ndop, le \_\_\_\_\_

Le Maire de Ndop,

Copies :

- MINMAP
- ARMP;
- Présidents CPM;
- Affichage.



**DOCUMENT NO. 2:**  
**GENERAL REGULATIONS OF THE INVITATION TO TENDER**

## Table of contents

|   |  |
|---|--|
| <b>A. General</b>   |  |
| Article 1: Scope of the tender.....   |  |
| Article 2: Financing.....   |  |
| Article 3: Fraud and corruption.....  |  |
| Article 4: Candidates admitted to compete.....  |  |
| Article 5: Building materials, materials, supplies, equipment and authorised services...  |  |
| Article 6: Qualification of the bidder.....   |  |
| Article 7: Visit of site of works.....  |  |
| <b>B. Tender File.....</b>  |  |
| Article 8: Content of Tender File.....  |  |
| Article 9: Clarifications on Tender File and complaints .....   |  |
| Article 10: Modification of the Tender File.....  |  |
| <b>C. Preparation of Bids</b>   |  |
| Article 11: Tender fees.....  |  |
| Article 12: Language of bid.....  |  |
| Article 13: Constituent documents of the bid.....   |  |
| Article 14: Amount of bid.....  |  |
| Article 15: Currency of bid and payment.....  |  |
| Article 16: Validity of bids.....   |  |
| Article 17: Bid bond.....   |  |
| Article 18: Varying proposals by bidders.....   |  |
| Article 19: Preparatory meeting to the establishment of bids.....   |  |
| Article 20: Form and signature of bids.....   |  |
| <b>D. Submission of bids.....</b>   |  |
| Article 21: Sealing and marking of bids.....  |  |
| Article 22: Date and time-limit for submission of bids.....   |  |
| Article 23: Out of time-limit bids.....   |  |
| Article 24: Modification, substitution and withdrawal of bids.....  |  |
| <b>E. Opening and evaluation of bids .....</b>  |  |
| Article 25: Opening of bids.....  |  |
| Article 26: Confidential nature of the procedure.....   |  |
| Article 27: Clarifications on the bid and contact with Contracting Authority.....   |  |
| Article 28: Determination of their compliance.....  |  |
| Article 29: Qualification of the bidder.....  |  |
| Article 30: Correction of errors.....   |  |
| Article 31: Conversion into a single currency.....  |  |
| Article 32: Evaluation of financial bids.....   |  |
| Article 33: National preference.....  |  |
| <b>F. Award of the contract.....</b>  |  |
| Article 34: Award.....  |  |
| Article 35: Right of the Delegated Contracting Authority to declare an invitation to tender<br>unsuccessful or to cancel a procedure..... |  |
| Article 36: Notification of the award of the contract.....  |  |
| Article 37: Signature of the contract.....  |  |
| Article 38: Final bond.....   |  |

## GENERAL RULES OF THE INVITATION TO TENDER

### A. General

#### Article 1: Scope of the tender

- 1.1 The Delegated Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction of the works described in the Tender File and briefly described in the Special Regulations.
- 1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order.
- 1.2 In this Tender File, the term "day" means a calendar day.

#### Article 2: Financing

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

#### Article 3: Fraud and corruption

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

- a) The following definitions shall be admitted:
  - i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
  - ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
  - iii) "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Delegated Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
  - iv) "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

3.2 The Minister Delegate at the Presidency in charge of Public Contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

#### **Article 4: Candidates allowed to compete**

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

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

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

#### **Article 6: Qualification of bidder**

- 6.1 As an integral part of their bid, bidders must:
- (a) submit a power of attorney making the signatory of the bid bound by the bid in a situation where it is owned by a group of persons; and

- (b) provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

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

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

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

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

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

#### **Article 7: Visit of works site**

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

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

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

## **B. Tender File**

### **Article 8: Content of Tender File**

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

- Document No. 1. The tender notice;
- Document No. 2. The General Regulations of the invitation to tender;
- Document No. 3. The Special Regulations of the invitation to tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the contract:
  - a. The execution schedule;
  - b. Model of forms presenting the equipment, personnel and references;
  - c. Model bidding letter;
  - d. Model bid bond;
  - e. Model final bond;
  - f. Model of bond of start-off advance;
  - g. Model of guarantee in replacement of the retention fund;
  - h. Model contract;
- Document No. 10. Models to be used by bidders;
  - a. Model contract;
- Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;
- Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

### **Article 9: Clarifications on the Tender File and complaints**

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

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

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

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

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

#### **Article 10: Amendment of the Tender File**

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

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

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

### **C Preparation of bids**

#### **Article 11: Tender costs**

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

#### **Article 12: Language of bid**

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

#### **Article 13: Constituent documents of the bid**

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

##### **a. Volume 1: Administrative file**

It includes:

- i) all documents attesting that the bidder:
  - has subscribed to all declarations provided for by the laws and regulations in force;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;

- is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) of the General Regulations of invitation to tender.

**b. Volume 2: Technical bid**

**b.1 Information on qualifications**

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

**b.2 Methodology**

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

**b.3 Proof of acceptance of conditions of the contract**

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

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

**b.4 Commentaries (optional)**

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

**c. Volume 3: Financial bid**

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

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

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

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

#### **Article 14: Bid price**

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

#### **Article 15: Currency of bid and payment**

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

**15.2 Option A:** The amount of the bid shall be entirely made in the national currency.

The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:

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

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

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

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

15.4 The Delegated Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Delegated Contracting Authority and the entrepreneur in a way as to take account of any modification in the foreign currency needs within the context of the contract.

#### **Article 16: Validity of bids**

16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Delegated Contracting Authority or Delegated Contracting Authority as not being in compliance.

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

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

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

#### **Article 17: Bid bond**

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

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

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

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

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

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
  - (b) if the retained bidder:
- i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
  - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
  - iii) refuses to receive notification of the Administrative Order to commence execution.

#### **Article 18: Varying proposals of bidders**

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

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

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

#### **Article 19: Preparatory meeting to the establishment of bids**

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

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

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

19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Delegated Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

19.5 The fact that a bidder does not attend a preparatory meeting for the establishment of bids shall not be a reason for disqualification.

#### **Article 20: Form and signature of bid**

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

#### **D. SUBMISSION OF BIDS**

##### **Article 21: Sealing and marking of bids**

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "**ORIGINAL**" and "**COPY**", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) should be addressed to the Delegated Contracting Authority at the address indicated in the Special Regulations;
  - b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "**TO BE OPENED ONLY DURING THE BID-OPENING SESSION**" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Delegated Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Delegated Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

- 22.1 The bids must be received by the Delegated Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Delegated Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Delegated Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.

##### **Article 23: Late bids**

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

## **Article 24: Modification, substitution and withdrawal of bids**

- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Delegated Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorised representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

## **E. Opening of envelopes and evaluation of bids**

### **Article 25: Opening of envelopes and petitions**

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement bid" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "modification" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Delegated Contracting Authority deems useful to be

mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

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

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

25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

#### **Article 26: Confidential nature of the procedure**

26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.

26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Delegated Contracting Authority in its award decision may lead to the rejection of his bid.

26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Delegated Contracting Authority for reasons having to do with his bid may, he do so in writing.

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

27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.

27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

## **Article 28: Determination of compliance of bids**

28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.

28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

- i) which substantially limits the scope, quality or realisation of the works;
- ii) which substantially limits, contrary to the Tender File, the rights of the Delegated Contracting Authority or his obligations in relation to the contract;
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.

28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

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

## **Article 29: Qualification of the bidder**

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

## **Article 30: Correction of errors**

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

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

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

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

#### **Article 31: Conversion into a single currency**

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

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

#### **Article 32: Evaluation and comparison of financial bids**

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

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

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

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

32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the

bidder are not satisfactory, the Delegated Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

### **Article 33: Preference granted national bidders**

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

### **Article 34: Award**

- 34.1 The Delegated Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

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

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

### **Article 36: Notification of award of the contract**

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

### **Article 37: Publication of results of award and petitions**

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

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

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

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

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

#### **Article 38: Signing of the contract**

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

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

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

#### **Article 39: Final Bond**

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

39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.

39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.

39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

**DOCUMENT No. 3: SPECIAL REGULATIONS OF THE  
INVITATION TO TENDER**

## Special regulations of the invitation to tender

| References of the General regulations | General  |
|---------------------------------------|--|
| 1.1                                   | <p><b>Definition of works:</b><br/>For the rehabilitation of some earth roads in Ndop town in Ngoketunjia Division of the North West Region.</p> <p>Name and address of the Contracting Authority: The Lord Mayor of Ndop, Delegated Contracting Authority</p> <p>Reference of Invitation to tender: N° 5/ONIT/NC/NCITB/2019 OF 25<sup>th</sup> January JANUARY 2019</p> |
| 1.2                                   | Execution deadline: Four (04) Months   |
| 2.1                                   | <p><b>Source of financing</b><br/>Works which form the subject of this invitation to tender shall be financed by the 2019 Public Investment Budget of MINHDU, budget head No.53 38 641638 2254</p>   |
| 4.1                                   | List of pre-qualified candidates, not applicable   |
| 5.1                                   | Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.  |

### 6.1 Evaluation criteria

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

#### **C. Eliminatory criteria**

##### **14.1.1 : Administrative documents :**

- c) Absence or non-conformity of an element in the administrative file,
- d) False declaration or falsified documents

##### **14.1.2 : Technical bid :**

- e) Incomplete technical file or non-conformity of a document ;
- f) False declaration or falsified documents;
- g) Financial capacity or credit line less than **40 million FCFA**;
- h) Non respect of deadline.

##### **14.1.3: Financial bid :**

- c) Incomplete financial file ;
- d) Omission in the financial file of a quantified unit price ;

#### **D. Essential criteria**

The technical bids shall be evaluated in function of the following essential criteria:

The technical bids shall be evaluated in function of the following essential criteria:

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;

- 5- Technical organization of the works;
- 6- Logistics;
- 7- Attestation and report of site visit;
- 8- Special Technical Clauses initialed in all the pages and sign on last page
- 9- Special Administrative Clauses completed and initialed in all the pages and sign on last page

The criteria relating to the qualification of candidates could be indicative on the following:  
**The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).**

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum of **24/30** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **24/30** of the essential criteria.

**ARTICLE 6 : Language of the bids:**

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

**PRESENTATION OF THE TENDER.**

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

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

**5.1 External envelope.**

Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.

<<OPEN NATIONAL INVITATION TO TENDER N° 05/ONIT/ NC/NCITB/2019 OF 25<sup>th</sup> January 2019 FOR THE REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN (3.439KM) IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION.>>

**"TO BE OPENED ONLY DURING THE BID-OPENING SESSION"**

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

**8.2 Internal envelopes**

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

The first internal envelope shall be labeled;

**<<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>>** and shall contain the administrative documents of the enterprise. These documents shall be original or copies certified by competent authorities not more than three months.

**ADMINISTRATIVE DOCUMENTS.**

| <b>DOCUMENT N°</b> | <b>DESCRIPTION</b>   |
|--------------------|--|
| A.1                | Certified Copy of the Business Registration, not more than three months old.   |
| A.2                | Declaration of intention to tender stamped with the tariff in force (written by the bidder).   |
| A.3                | Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.                                |
| A.4                | Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of the first order not more than three months.                                       |
| A.5                | Purchase receipt of tender file issued by public treasury  |
| A.6                | A bid bond of 800 000 FCFA (Eight hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions   |
| A.7                | An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)  |
| A.8                | An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.   |
| A.9                | A valid Certificate of imposition certified by the chief of center for taxation  |
| A.10               | Business License (photocopy certified by the chief of center of Taxes, not more than three months).  |
| A.11               | Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.   |
| A.12               | A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old. |

**The absence or the nonconformity of any one of these documents will result to the elimination of the offer**

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

|            |   |  |  |
|------------|---|--|--|
| B.1        | <b>LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS /General presentation of the tender files</b>   |  |  |
| B.1.1      | -Document spirally bound<br>-Table of content page  |  |  |
| B.1.2      | -Colour sheets separation<br>- Presentation of documents in the order given in this tender  |  |  |
| B2.1       | List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2018 projects)<br>Minimum acceptable: <b>02</b> Contracts realized in the domain of road construction over the past 05 years |  |  |
|            | 1 <sup>st</sup> Reference   |  |  |
|            | 2 <sup>nd</sup> reference   |  |  |
| <b>B.3</b> | <b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF</b>  |  |  |
| B.3.1      | <b>01 works supervisor (at least BSc in Civil Engineering or equivalent certificate)</b>  |  |  |
| B.3.1.1    | Qualification of the works supervisor: (Civil Engineer with a certificate in Civil Engineering (BAC +3)<br>Professional experience of the project engineer $\geq$ 05 years (signed CV)  |  |  |
| B.3.1.2    | <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> <li>➤ Attestation of availability</li> </ul>  |  |  |
| B.3.1.3    | <ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed and dated by the candidate,</li> <li>➤ An attestation of Inscription from the Order of Civil Engineers</li> </ul>   |  |  |
| B.3.2      | <b>02 Site foremen(Civil Engineering Senior Technician)</b>   |  |  |
| B.3.2.1    | <b>(Fore man 1)</b> Qualification of the Site foreman: (senior Technician certificate in Civil Engineering (BAC +2 or equivalent certificate)<br>Professional experience of the Site foreman $\geq$ 05 years (signed CV)<br>A certified copy of   |  |  |
| B.3.2.2    | <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> <li>➤ Attestation of availability</li> </ul>  |  |  |
| B.3.2.3    | <ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed and dated by the candidate,</li> </ul>  |  |  |
| B.3.2.4    | <b>(Fore man 2)</b> Qualification of the Site foreman: (senior Technician certificate in Civil Engineering (BAC +2 equivalent certificate)<br>Professional experience of the Site foreman $\geq$ 05 years (signed CV)<br>A certified copy of  |  |  |
| B.3.2.5    | <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> </ul>   |  |  |
| B.3.2.6    | <ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed and dated by the candidate,</li> </ul>  |  |  |
| B.3.3      | <b>Other personnel</b>  |  |  |
| .          | List of support staff   |  |  |
| <b>B.4</b> | <b>LOGISTICS (Equipment put aside for this project)</b>   |  |  |

|        |   |  |  |
|--------|---|--|--|
| B.4.1  | Proof of ownership or rental of a pick-up or other vans   |  |  |
| B.4.2  | Proof of ownership or rental of two dump trucks   |  |  |
| B.4.3  | Proof of ownership or rental of a compactor   |  |  |
| B.4.4  | Proof of ownership or rental of a grader  |  |  |
| B.4.5  | Proof of ownership or rental of a bulldozer   |  |  |
| B.4.6  | Proof of ownership or rental of a water spraying truck  |  |  |
| B.4.7  | Proof of ownership or rental of a front head loader   |  |  |
| B.4.8  | Proof of ownership or rental of a hand compactor  |  |  |
| B.5    | <b>TECHNICAL PROPOSALS</b>  |  |  |
| B.5.1  | Organizational chart of the project (Specify names of the personnel handling the various functions)   |  |  |
| B.5.2  | Logical sequence for the execution of the task  |  |  |
| B.5.3  | Quality control method  |  |  |
| B.5.4  | Environmental protection measures / source of material  |  |  |
| B.5.5  | Security and safety at the site   |  |  |
| B.5.6  | Duration of execution in respect with the Tender file   |  |  |
| B.5.7  | An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 100% |  |  |
| B.5.8  | Attestation of site visit signed and dated by the director of the Company   |  |  |
| B.5.9  | Comprehensive report of site visit signed by the company administrator and justified by photos  |  |  |
| B.5.10 | Special Technical Clauses initialed in all the pages and last page signed and dated   |  |  |
| B.5.11 | Special Administrative Clauses completed and initialed in all the pages and last page signed and dated  |  |  |

NB the Acceptable Minimum is 24/30 (80%)

#### **ENVELOPE C- FINANCIAL FILE**

| No. | DESIGNATION.  |
|-----|---|
| C1  | A submission letter, signed, dated and stamped.(see ANNEX 3)  |
| C2  | Completed and signed frame work of unit prices.   |
| C3  | Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC) |
| C4  | Sub details of unit prices  |

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides in the original as in the copies, so as to facilitate its examination

#### **Supply price**

## **ARTICLE 8: Currency of payment**

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

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

The unit Schedule price expressed out in figures and letters and in seven (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

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

## **ARTICLE 9: Transport and delivery**

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

## **ARTICLE 10: Guarantee and retention guarantee**

### **10.1 Provisional guarantee**

The amount of the provisional guarantee or guarantee of tender is fixed at 2% the amount of each lot

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

### **10.2 Final Bond**

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

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

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

### **10.3 Guarantee Retention**

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, with the final reception of work.

## **ARTICLE 11: Period of validity of the offers**

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

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

## **ARTICLE 12: A number of copies of the offer which must be filled and sent**

The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his dossier inside a sealed outer jacket being marked:

<<'OPEN NATIONAL INVITATION TO TENDER N° 5/ONIT/ NC/NCITB/2019 OF 25<sup>TH</sup> JANAUARY 2019 FOR THE REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN (3.439 KM) IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION.>>

**TO BE OPENED ONLY DURING THE OPENING SESSION»**

**ARTICLE 13: Date and latest time of deposit of offers**

The offers will have to arrive under closed fold and seal latest **26<sup>th</sup> FEB 2019** at 10:AM, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

**NDOP COUNCIL  
SERVICE OF PUBLIC CONTRACTS  
TEL.: 237 677185523**

Beyond this time no offer will be received or accepted.

**ARTICLE 14: Opening of the tenders**

The opening of the folds will be carried out in the conference room of the Ndop council on **26<sup>th</sup> February 2019** as from 11:00 AM, by the Ndop council internal Tender Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

**AWARD OF THE CONTRACT**

**ARTICLE 15: Award of the contract**

The Tenders Board will propose to the Delegated Contracting Authority to award the contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations of the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 24/30 of the essential criteria** taken into account.

The decision carrying attribution of the contract will be published by way of press release or any other means of publication of use in the Administration.

If the contract passed on the basis of technical alternative suggested by the bidder, the Delegated Contracting Authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if action is not taken action on his offer.

The Delegated Contracting Authority reserves the right not to take action on an Invitation to tender, if it did not obtain a proposal which appears acceptable to him.

**ARTICLE 16: COMMENCEMENT OF WORK:**

Before the commencement of work the contractor must be installed on the site by the following:

- ❖ The authorizing officer.....(president)
- ❖ Control engineer (DD MINH DU) .....(Secretary)
- ❖ The Divisional Delegate of MINMAP or his representative.....(member)
- ❖ The Divisional Delegate of MINEPAT.....(member)
- ❖ The Divisional Chief of Urban Operation MINH DU .....(member)

**DOCUMENT No. 4: SPECIAL ADMINISTRATIVE CONDITIONS  
(SAC)**

## Table of contents

### Chapter I: General

- Article 1 - Subject of the contract
- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable law and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General applicable instruments
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
- Article 10 - Contractor's personnel (article 15 of GAC supplemented)

### Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)

- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

### Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

### Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

### Chapter V: Miscellaneous provisions

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)

Article 47 - Differences and disputes (article 79 of GAC)  
Article 48 - Drafting and dissemination of this contract  
Article 49 and last: Entry into force of the contract

## Chapter I: General

### Article 1: Subject of contract

The subject of this contract shall be the rehabilitation of some earth roads in Ndop town (3.439km) in Ngoketunjia Division of the North West Region.

### Article 2: Contract award procedure

This contract shall be awarded by Open National Invitation To Tender N°05/ONIT/NC/NCITB/2019 OF ...Jan 2019

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

#### 3.1 General definitions (cf. Code)

- The Delegated Contracting Authority shall be the **Lord mayor of Ndop Council**  
He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer shall be the **Divisional Delegate of Housing and Urban Development for Ngoketunjia** here in after referred to as the Control Engineer and shall sign the "Attachment"
- The Project Owner is the **Lord mayor of Ndop Council**. He represents the beneficiary administration of the works.  
  
He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Project Manager shall be: the **Divisional Chief of Urban Operation and Social Urban Development MINH DU Ngoketunjia**  
He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The **control brigade of MINMAP** shall carry out regular unannounced control visits to the site to ensure the respect of this jobbing order.
- The contractor shall be *[to be specified]*.

#### 3.2 Security

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

In this case:

- The authority in charge of ordering payment shall be *the Lord Mayor of Ndop Council*.
- The authority in charge of the clearance of expenditures shall be *the Municipal Finance controller Ndop council*.
- The body or official in charge of payment shall be *the Municipal treasurer Ndop council treasury*.
- The official competent to furnish information within the context of execution of this contract shall be *the Lord mayor of Ndop Council*.

#### 3.3 Duties of the Control Mission, Project Manager

##### 3.3.1 Missions *[to be completed, where need be]*

##### 3.3.2 Means put at the disposal of the Control Mission *[to be completed where need be]*.

#### **Article 4: Language, applicable law and regulation**

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

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

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

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

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

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

#### **Article 6: General instruments in force**

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

1. *Framework Law No. 96/12 of 5 August 1996 on the management of the environment;*
2. *The Mining Code;*
3. *Instruments governing the various professional bodies;*
4. *Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency*
5. *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;*
6. *Decree No. 2004/275 of 24 September 2004 to institute the Public Contracts Code;*
7. *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;*
8. *Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;*
9. *Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;*
10. *Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;*
11. *Circular N° 001/C/MINFI of 28<sup>th</sup> December 2018 on the instructions relating to the execution of the finance laws, monitoring and control of the execution of the budget of the state, and other public entities for the 2019 financial year.*
12. *Unified Technical Documents (DTU) for building works;*
13. *Applicable standards;*
14. *Other instruments specific to the domain concerned with the contract.*

#### **Article 7: Communication (Articles 6 and 10 supplemented)**

- 1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
- a) In the case where the contractor is the addressee: Sir/Madam.....  
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the region in which the work was done;
  - b) In the case where the Project Owner is the addressee:  
Sir/Madam\_\_\_\_\_ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
  - c) In the case where the Delegated Contracting Authority is:  
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The contractor shall address all written notifications or correspondences to the Project Manger with a copy to the Contract Manager.

**Article 8: Administrative Orders (Article 8 of GAC)**

- 8.1 The Administrative Order to start execution of works shall be signed and notified to the contractor by the **Delegated Contracting Authority** with a copy to **MINMAP**, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the **Project Owner** and based on the minutes of a site meeting jointly signed by, **Project Owner and Project Engineer**, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by **Delegated Contracting Authority** and notified by the **Project Engineer** to the Contractor with a copy to the **MINMAP**, the **Project Manager** and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.
- 8.3 Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed directly by the **Delegated Contracting Authority/ Project owner based on the report of a joint site visit done by Project Owner and project Engineer** and notified to the Contractor by the **Contract Engineer** or **Project Manager** (where applicable) with a copy to **MINMAP**
- 8.4 Administrative Orders serving as warnings shall be signed by the **Delegated Contracting Authority /Project Owner** and notified to the contractor by the **Contract Engineer** with a copy to **MINMAP** and **Project Manager**.
- 8.5 Administrative Orders for suspension or resumption of work as a result of the weather or any other case of force majeure shall be signed by the **Delegated Contracting Authority** and notified by his services to the contractor with a copy to the **MINMAP, Contract Engineer** and **Project Manager**.
- 8.6 Administrative Orders prescribing works necessary to remedy disorders which could appear on structures during the guarantee period and not related to normal usage shall be signed by the **Project owner** upon the proposal of the **Contract Engineer** and notified to the contractor by the **Contract Engineer** and a copy sent to **MINMAP**
- 8.7 The contractor has a time-limit of **fifteen (15) days** to issue reservations on any Administrative Order received. Having reservations shall not free the enterprise of executing the Administrative Orders received.

**Article 9: Contracts with conditional phases (Article 9 of GAC)**

- 9.1 [Specify if the contract has one or several phases]

At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.

9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has 5 (five) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties [to be specified where need be].

### **Chapter II: Financial conditions**

#### **Article 11 Guarantees and bonds (Articles 29 and 41 of GAC)**

##### ***11.1 Final bond***

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

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

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

##### ***11.2 Performance bond***

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

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Delegated Contracting Authority upon request by the contractor.

##### ***11.3 Guarantee of start-off advance***

20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee

#### **Article 12: Amount of the contract (Articles 18 and 19 of GAC supplemented)**

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

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

#### **Article 13: Place and method of payment**

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

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

**Article 14: Price variation (Article 20 of GAC)**

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

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

(not applicable)

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

(not applicable)

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

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

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

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

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

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

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

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

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

**Article 20: Advances (article 28 of the GAC)**

20.1 The Delegated Contracting Authority may grant a start-off advance equal to 20% of the amount of the contract.

20.2 This advance whose value cannot exceed twenty (20) 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 contract according to the modalities laid down in the Special Administrative Conditions.

20.3 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 contract.

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

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

#### **Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)**

##### **21.1 Establishment of works executed**

*Before the 30<sup>th</sup> of each month, the contractor and the Project Manager 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 capable of giving entitlement to payment.*

##### **21.2 Monthly detailed account**

*No later than the fifth (5<sup>th</sup>) of the month following the month of the services, the contractor shall hand over to the Project Manager 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 contract since the start of the contract.*

*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 the Ministry in charge of Finance*

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

- [100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the contractor;
- 1.1 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

*The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved.*

*The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month.*

*The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.*

*Payments shall be done by \_\_\_\_\_ within a maximum deadline of \_\_\_\_\_ calendar days from the date of submission of the approved detailed accounts.*

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

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

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

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

#### **A. Penalties for delay**

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

- a) One two onethousandth ( $1/2000^{\text{th}}$ ) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth ( $1/1000^{\text{th}}$ ) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30<sup>th</sup> day.

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

#### **B. Specific penalties [amount to be indicated]**

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

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

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

Not applicable

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

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

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

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

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

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

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract 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 contractor definitely binds the two parties, puts an end to the contract, except with regard to interest on overdue payments.

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

### **Chapter III: Execution of works**

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

The works shall include especially: (position or volume of works)  
(To be specified cf. *Special Technical Conditions*)

**Article 30: Role and responsibilities of the Project Owner (GAC supplemented)**

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

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

**Article 31: Execution time-limit of the contract (article 38 of the GAC)**

31.1 The time-limit for the execution of the works forming the subject of this contract shall be **ninety (90) days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

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

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

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

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

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

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

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

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

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

**35.1 Programme of works, Quality Assurance Plan and others**

a) Within a minimum deadline of *[fifteen (15) days]* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *[six (6)]* copies for the approval of *[Project owner after the endorsement of the Contract Engineer]* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable. A duly signed copy of the execution must be deposited at the DD of MINMAP latest **15 (fifteen days)** from the date of notification of the Administrative Order to commence execution.

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

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

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

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

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

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

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

**35.2 Execution draft**

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the *[Contract Manager or Project Manager]* at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The *[Contract Engineer or Project owner]* has a deadline of *[five (05) days]* to examine and make known his observations. The contractor then has a deadline of *[04] four days* to present a new file including the said observations.

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

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

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

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

36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

#### **Article 37: Implantation of structures**

The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

#### **Article 38: Sub-contracting (article 54 of the GAC)**

There shall be no sub contracting

#### **Article 39: Site laboratory and trials (article 55 of GAC)**

39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

39.2 The Contract Engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

#### **Article 40: Site logbook (article 56 of the GAC supplemented)**

40.1 The Site logbook must be systematically jointly signed by MINMAP and Engineer, where need be and the contractor's representative each day.

40.2 It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

40.3 Absence of site log book that is duly signed shall be sanctioned with a penalty of 3,000 (three thousand) F CFA per day

**NB the Site logbook must be such that two carbon copies of each page are left behind.**

#### **Article 41: Use of explosives (article 60 of the GAC)**

Explosives shall not be used during the execution of this job

### **Chapter IV: Acceptance**

#### **Article 42: PROVISIONAL ACCEPTANCE**

##### **42.1 PRE- ACCEPTANCE OPERATIONS**

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

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

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

-Control Engineer,

-Contractor.

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

#### **42.2 Acceptance**

The acceptance commission shall comprise:

- 1- The Authorizing Officer ..... (Chairman)
- 2- The Control Engineer..... (Secretary)
- 3- The DD MINMAP..... (member)
- 4- The Contractor or his Representative..... (Member)
- 5- The project manager.....( Member)

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

#### **Article 43: GUARANTEE PERIOD.**

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

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

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

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

### **Chapter V: Sundry provisions**

#### **Article 45: Termination of the contract (article 74 of the GAC)**

The contract 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 74, 75 and 76 of the GAC especially in one of the following cases:

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

#### **Article 46: Case of force majeure (article 75 of the GAC)**

If the contractor were to raise the issue of force majeure, the thresholds below which claims shall not be admitted are:

- *Rainfall: 200 millimetres in 24 hours;*
- *Wind: 40 metres per second;*
- *Flood: decennial flood frequency.*

**Article 47: Disagreements and disputes (article 79 of the GAC)**

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

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

**Article 48: Production and dissemination of this contract**

Seven copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

**Article 49 and last: Entry into force of the contract**

This contract 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. 7:  
Special Technical Conditions (STC)**

## **TECHNICAL SPECIFICATIONS (CCTP)**

### **CHAPTER 1: INTRODUCTION**

#### **ARTICLE 1 - AIM OF THE PRESENT DOCUMENT**

#### **ARTICLE 2- CONSISTENCY OF WORKS**

#### **ARTICLE 3 – DESCRIPTION OF WORKS**

1.1 - Site installation

1.2 – Execution program

1.3 – Trees felling

2.1 – Cleaning and Opening of road

2.2 – Moulding, grading and compaction of the platform including the creation of side drain and off-shoots

3.1 – Putting in place of the foundation coarse using lateritic ground of 20cm thickness

4.1 – Construction of rectangular gutters of section (base=50cm, Height = 60cm)

4.2 – Construction of concrete slabs of 15cm of thickness and 40cm width on the gutters of 50cm of opening

5.1 – Displacement of Water pipes

5.2- Displacement of Electrical networks

#### **ARTICLE 4 –TECHNICAL REFERENCES**

#### **ARTICLE 5 – GENERALITIES**

5.1 – Tests

5.2 – Study tests

5.3 – Reception tests of materials on the site

5.4 – Control test of lying in place of materials

5.5 – Bringing-in of equipment and machines

5.6 Supplying of the materials

5.7 – Sites placed at disposal of the entrepreneur

5.8 – Transportation of heavy equipments

5.9 – Transportation of materials

5.10 – Maintenance of traffic and the local accesses

5.11 – Bad weather, suspension of works

#### **ARTICLE 6 - SITE REGISTER AND MEETING**

#### **ARTICLE 7 – PROGRAM OF WORK**

#### **ARTICLE 8 – AS-REALIZED – PLANS**

### **CHAPTER II: SOURCE, QUALITY AND PREPARATION OF THE MATERIALS**

#### **ARTICLE 9 – SOURCE OF THE MATERIALS**

#### **ARTICLE 10 - LABORATORY AND QUALITY CONTROL**

ARTICLE 11 - QUALITY OF THE MATERIALS

11.1– Currents fill rubbles

11.2 – Materials for substitution of fill rubbles in swampy zones

11.3 – materials for fills linked to drainage structures

11.4 - Materials for spot regravelling of the road

11.5 – Metallic culverts

11.6 – Protective coating for metallic culverts (sealers)

11.7 – Materials for mortar, mass concrete and reinforced concrete

ARTICLE 12 – STONE MASONRIES

ARTICLE 13 – MORTARS AND CONCRETES

CHAPTER III: WAY OF EXECUTING AND ASSESSING THE WORKS

ARTICLE 14 – GENERAL CONDITIONS OF ASSESSMENT

ARTICLE 15 – CONSISTENCY OF THE PRICES

ARTICLE 16- DEFINITION OF THE PRICES AND ASSESSMENT OF WORKS

CHAPTER IV: PROTECTION OF THE ENVIRONMENT

ARTICLE 17 – SITE INSTALLATION

ARTICLE 18 – OPENING OF TEMPORARY BORROW PITS

ARTICLE 19 – USE OF BORROW PITS OF PERMANENT CLASS

ARTICLE 20 – LOADING AND TRANSPORTATION OF MATERIALS

ARTICLE 21 – SANCTIONS AND FINES

## TECHNICAL DESCRIPTION OF THE WORKS

### CHAPTER I: INTRODUCTION

#### Article 1- AIM OF THE PRESENT DOCUMENT

The present particular technical specifications notebook (PTSN/CCTP) is the document that fixes the rules of execution of the rehabilitation of some earth roads in Ndop town (3.439km) in Ngoketunja Division of the North West Region.

#### Article 2 - CONSISTENCY OF WORKS

The works consist of the following operation:

- Site installation
- Execution program
- Trees felling
- Cleaning and Opening of road
- Moulding, grading and compaction of the platform including the creation of side drain and off-shoots
- Putting in place of the foundation course using lateritic ground of 20cm thickness
- Construction of rectangular gutters of section (base=50cm, Height = 60cm)
- Construction of concrete slabs of 15cm of thickness and 40cm width on the gutters of 50cm of opening
- Displacement of Water pipes
- Displacement of Electrical networks

#### Article 3 – TECHNICAL REFERENCES

The present particular technical terms notebook, named by the term PTSN/CCTP, is part of the contractual document of this present contract.

It defines the norms and applicable technical specifications, as well as the methods of execution of works and the putting in place of the materials required.

This present PTSN/CCTP is completed for everything that does not appear in the contractual documents, by the following fascicles of the French Ministry of equipment.

Fascicle n°2: Earthworks,

Fascicle n°4: Supply of steel and other metals, title I and title II

Fascicle n°7: Recognition of soils,

Fascicle n°25: Execution constituent layers of pavements,

Fascicle n°31: Sidewalk borders and ditches in natural stone or in concrete,

Fascicle n°62: Techniques, rules of conception and calculation of structures and constructions in reinforced concrete,

Fascicle n° 63: Execution and laying of mass concrete. Confection of mortars,

Fascicle n°64: Masonry works for civil engineering structures

However, the entrepreneur is allowed to use other norms other than those mentioned in the present document, provided that these are currently admitted and that they drive to results of equal or superior quality. These norms must be submitted to the prior approval of the control engineer with support documents. The control engineer justifies his decision by accepting or by rejecting a norm where necessary.

## Article 5 – GENERALITIES

### 5.1 Tests

Laboratory and in-situ tests are done in accordance with operative modes of AFNOR (France), of the LCPC (France) or otherwise AASHO and the ASTM (United States), which will be in force from the first day of the month that precedes the deadlines of the submission of bids.

The materials, products and components of construction must be compliant to the stipulations of the contract and to the prescription of ratified AFNOR, the applicable norms being those in force the first day of the month that precedes the deadline of the submission of bids.

With regard to the vocabulary of the laboratory tests and the documents given out by the laboratories of tests, the fundamental terms and their definitions are compliant to the norm NFX10-.001 and NF P 08-500 (minimal generation conditions of a trial minute report of materials)

### 5.2 study tests

The entrepreneur must do all research and necessary laboratory test to verify the conformity of the materials, to determine the dosage, the composition of the mixtures and the concretes, the treatments and the different elements brought in, that permit to answer to the criteria of use of the various materials and the required technical stipulations.

The entrepreneur must do all the formulation and suitability test on the composite materials used on the site.

Form the attached documents to the files of the invitation to tender, the entrepreneur does all verifications that the he judges necessary, in order to be able to signal and to rectify the anomalies mistakes or possible omissions.

all these and verifications are to the entrepreneur's charge that brings out his findings to the control engineer.

After having done all necessary verifications, the control engineer will be able to give his accord in writing or will be able to prescribe a new research or the complementary tests.

### 5.3 RECEPTION TESTS ON MATERIALS ON THE SITE

The entrepreneur is held to realize reception tests according to the limit rates fixed below in this PTSN/CCTP. The results will be presented to the control engineer, who, after having done all necessary verifications will be able to give written authorization for the use of the materials concerned. The control engineer reserves the right to ask for any supplementary test to the entrepreneur's expense or to achieve all verifications judged necessary with the entrepreneur's or calling on specialize and accepted laboratory.

The non exhaustive list of some reception tests on materials is as follows:

a/ For earthworks:

- Granulometric analysis,
- Water content,
- Atterberg limits,
- Modified Proctor Test,
- CBR. After 4 days of immersion.

b/ For the concretes:

Granulometric analysis of the aggregates,

- Cleanliness of the granular materials
- Sand Equivalent Test

#### **5.4 Control tests of laying in place of materials**

The entrepreneur has the obligation to realize his auto – control in accordance with the limit rates foreseen further in this PTSN/CCTP.

The measure of the in – situ density will essentially be done through the membrane densitometer.

The control of the laying in place of the concrete be done through the measure of the slump on Abrams cone test and by resistance measurement of simple compression at 7 days and at 28days.

However the control engineer reserves the right to make all verifications judged indispensable with his own equipment and to all other means to insure that the putting in place is operated according to the rules of art. He will be able to resort to the resistance of the concretes on the "sclerometer" or will be able to order the measure of in- situ densities in depth for embankment done in several layers.

The entrepreneur will be held to do all resummptions ordered by the control engineer.

#### **5.5 Bringing –in of equipment and machines**

The entrepreneur does all necessary steps to insure the delivery of the facilities and the equipment or machine imported is done in compatible delays with the planning of works, and that all arrangements are taken for their fast deployment on site. This requirement applies in particular to earthwork equipment crushing machines, and those of transportation.

The entrepreneur is supposed to have taken account:

- Of suggestion due to the bringing-in and the folding up of equipment unto the place of works, and notably those due transportation by use of a carrying trailer truck,
- Of suggestions due to the passage on a road itinerary worked by another enterprise.

The control engineer will verify the conformity of the equipment brought to the site by the bidder's tender.

#### **5.6 Supplying of the materials**

##### **Local materials**

The entrepreneur chooses and visits all local sources of materials and takes the necessary arrangements for their purchase and their transportation to the site of the works.

#### **Materials imported.**

The entrepreneur places the orders among the suppliers for the materials to be imported, sufficiently in advance to permit their manufacture, transportation and delivery in time on the site, so that they can be used as foreseen in the calendar of works. He must take account notably of their clearance delays.

#### **5.7 Sites placed at disposal of the entrepreneur**

If, on the basis of the plans and technical documents of the file of the invitation to tender (DAO), the entrepreneur estimates that the sites possibly placed at his disposal by the administration are insufficient or badly situated with respect to his own organization, he is held to inquire about the other sites available. In the hypothesis of the entrepreneur's opinion, where the sites so available remain insufficient or badly situated, he must assure the supplementary land research, then do the formalities of purchase or hiring before proceeding to their planning. He takes the costs of research, formalities and preparation of these lands, in charge, in view of the establishment of his facilities and areas of storage, and of the preparation of borrow pits.

The implantation and the planting of these lands must be approved by the control engineer who cannot refuse them without valid reason.

Whatever is the entrepreneur's choice as for the implantation of these sites for site facilities, areas of storage or borrow pits, he stays entirely responsible for the completion of works on the time foreseen

#### **5.8 Transportation of heavy equipment**

The entrepreneur must take into account the possible limitations of loads on the roads and existing bridges. He is held to load the equipment on trailers of multiple axles in order to assure the distribution of the total load respecting the limits prescribed by the code of the Road.

#### **5.9 Transportation of materials**

The control engineer can proceed at all times to verifications of the loads on the axle of the transportation vehicles. The detentions and the loss of time that result are to the entrepreneur's charge.

The transportation of the materials is not taken into account if the vehicles doing this transportation are in overload state

#### **5.10 Maintenance of the traffic and the local accesses**

The traffic and the local accesses must be maintained during the whole duration of the works.

The entrepreneur arranges access ramps reasonably leveled and crossing the pavement

Works so as to allow vehicles and pedestrians to cross over

The deviations for the circulations of vehicles and pedestrians are reduced as far as possible and carefully maintained at the entrepreneur's charge.

#### **5.11 Bad weather, suspension of works**

It belongs to the entrepreneur to provide, every week rainfall situations of the past weeks.

In the case where there is no official station planted in the zone of the site, the entrepreneur will have to his charge the setting up and the working of a rain gauge implanted on the site. The corresponding costs are included in the site installation price.

The control engineer will be able to prescribe, by service order of service, the suspension of works due to bad weather without the entrepreneur raising a complaint of this fact.

On this case, the contractual delay will be prolonged of as many calendar days that will have flowed out between the date of the suspension of works and the date of resumption of works, provided that it is foreseen in the service order.

#### **Article 6- SITE REGISTER AND MEETINGS**

A site register will be held by the entrepreneur and will be put at the disposal of the control engineer and his representatives.

The following will be written on the site register:

- The advancement of works
- the relative administrative operations to the execution or to the payment of the contract (notification, results of tests, report of works, etc.);
- the atmospheric conditions;
- the reception of materials and approvals of all sort given by the control engineer;
- The incidents or details of all sort presenting; some interests on the point of the ulterior quality of structures, of the real duration of works;
- Works done by the subcontractors with the references of these;

The entrepreneur can put down incidents or observations liable to lead to a complaint of his part;

The site register will be signed contradictorily by the control engineer and the site foreman at every site meeting.

For every entrepreneur's possible complaint, no state of events will be made except those or documents mentioned in due time in the site register.

#### **Article 7- Program of Works**

The program of works must specify:

- The description of arrangements and methods considered for the execution of works.
- The materials used
- The key staffs of the direction of the site
- The planning of execution
- All information that could be useful to the control engineer to organize the controls.

This program will be reviewed during the execution as much as there will be need.

#### **Article 8- AS-REALIZED-PLANS**

The entrepreneur will provide, to the; control engineer, in 5copies, as realized –plans (plans de récolement) of the works done latest on the date of the provisional reception of works.

These plans are presented under the form of road itinerary mentioning localization, the nature, the quantities, the dates of execution of all realized operations.

## **CHAPTER II: SOURCE, QUALITY AND PREPARATION OF THE MATERIALS**

### **Article 9- SOURCE OF THE MATERIALS**

The entrepreneur should choose borrow pit sites and should submit them to the approval of the control engineer whose refusal will be worth obligatory to the entrepreneur to search for new borrow pot sites without any pretension of any indemnity

When the borrow pot sites chosen by the entrepreneur have been accepted, he should make a sufficient number of trial pits there and to present to the control engineer a technical fill carrying on the following:

- The localization of the borrow pit site
- The thickness of the discovery
- The power of the borrow pit sit

For every borrow pit site, this file should include the following test results:

- 5 natural water contents
- 5- Granulometric analysis
- 5 Atterberg limits
- 5 Modified Proctor
- 3 CBR

The entrepreneur will not be allowed to begin to exploit the identified quarry site except after the control of quality will be done by the control engineer and the written authorization given by him.

The control of quality will be able to withdraw the authorization at all times as soon as the extraction chamber is no more giving materials of good quality, by this the entrepreneur shall not be capable to pretend for any indemnity.

The bush clearing, the scraping of the vegetable soil and the discovery, the felling of trees required for the exploitation of the borrow pit are to the entrepreneur's charge and shall not give right to any explained remuneration.

The former borrow pit sites shall not be exploited again except the entrepreneur gives proofs that there subsist more materials having the requisite characteristics.

### **Article 10- LABORATORY AND QUALITY CONTROL**

The entrepreneur should possess a site laboratory allowing him to do the internal control in the enterprise. This laboratory will be equipped with all instruments, tools and materials and so long as the necessary competent staff to the realization of the tests and study foreseen in the present PTSN/CCTP .will be present. The control engineer or his Re [resemntative shall have free access to this laboratory and to it facilities.

At the request of the enterprise, the control engineer will be able to grant the derogation so that some heavy tests are done out of the site laboratory.

The entrepreneur will be held to provide before all putting in place a complete file proving that the material of the laboratory arrived on the site and that it satisfies to the conditions of the PTSN/CCTP. The setting up of the site laboratory conditions the payment of the first deduction of work paid to the enterprise (advance for starting), which should be received by the control engineer. It constitutes one of the elements of the site installation price on the unit price slip of the contract. The materials to be use on the site will be selected, supplied and put in place according to the prescription of the present PTSN/CCTP: the entrepreneur must, due to control confine to ascertain the quality of the these materials. In the case of back working of the laboratory of the site, the administration will be able to require either the staff's replacement, or either the realization of all test in the laboratory of its choice and to the entrepreneur's charge, without this one raising a complaint for reason of delays or interruptions due to this decision, and this until it is shown evidence that the laboratory of site can take it activity in satisfactory co9nditions.

For the control by the control mission, the control engineer will proceed to all necessary tests either with it own equipment, or either with the tools of the laboratory of the enterprise, or either calling on an accepted laboratory.

Each time 20% of the control tests will be out of specifications, the entrepreneur will take all the concerned work before other tests of control are done. If in particular, it concerns a borrow pit, this last one will be refuse. And if it concern a heap of pile material, this last one will be refused and immediately evacuated out of the site. In any case of entrepreneur will be held to do at his charge all resumption ordered by the control engineer.

The delegated contracting authority and the control engineer reserve the right to do all the point and at all time that they will judge useful, the control of the quality of the materials used, of their source, of their way of storage and the conditions of transportation.

The entrepreneur is held to facilitate the execution of these controls.

In the case where the result would not be satisfactory, the delegated contracting authority can call on all outside control:

- If the result are compliant to the specification of the PTSN/CCPT, expenses are cat the charge of the delegated contracting authority.
- If the result are not compliant to the specifications of the PTSN/CCTP, expenses are at the entrepreneur's charge.

The entrepreneur must put its own site laboratory that is dimensioned in place and must equip it according to the requirements of the present PTSN/CCTP. The enterprise take all expenses of supplying, installation, security, and working of his laboratory in charge, notably:

- the places and the furniture,
- water,
- the energy,
- the equipment destined for the taking out of samples and the tests, on the land and that on the

laboratory,

- the qualified and un-qualified staff necessary,
- the means of transportation and all other necessary logistical elements,

The entrepreneur is entirely responsible for all operations and cannot take advantage on no account of any weakness of his laboratory, of which he has the total charge in autonomous manner.

In case of the displacement of the facilities of the site of the enterprise, the entrepreneur assures at his charge the dismantling, the transportation and the folding up of the site laboratory.

The entrepreneur can propose as variant solution a mobile site laboratory (trailer, container, etc.). He must submit to this effect the plans and the detailed specification of the proposed mobile unit.

In the case where some results must be contested by one or the other part, it is proceeded to contradictory tests. These are done either in the laboratory of the enterprise, or either in the one of the control mission by representatives of the two parts.

## **Article 11 - QUALITY OF THE MATERIALS**

### **11.1 Current fill rubbles**

It concerns fill rubbles realized in the zones without specific problem.

The materials used for the current fill rubbles will come from the general rubbles when they exist or from borrow pit accepted by the control engineer. They will be free of plant or organic matters. They will possess to the minimum the following features

- Maximal dimension of the grains  $D_{max} = 40\text{mm}$
- Index of plasticity  $IP < 35$
- Percentage of fines  $f < 30$
- Bearing Index  $CBR > 15$

On every 1000m<sup>3</sup> of current fill rubbles, it will be done the following reception tests of materials :

- 2 Atterberg limits,
- 2 granulometric analysis,
- 2 Modified protector tests
- 1 CBR test.

### **11.2 Material for substitution of fill rubbles in swampy zones**

The materials of substitution to be used in swampy zones will be a material insensible to water, capable to preserve its bearing capacity in a state of saturation and not liable to provoke capillary risings.

Where these materials are lacking, we can use an all-in-ballast having the following characteristics:

- Maximum dimension of the grains  $D_{max} = 40\text{mm}$
- Index of plasticity  $IP < 20$
- Percentage passing on sieve 10mm = 65 to 100
- Percentage passing on sieve 5mm = 45 to 85
- Percentage passing on sieve 2mm = 30 to 38

- Percentage of fines  $f < 15$
- Bearing index  $CBR > 15$

On every 1000m<sup>3</sup> of materials for substitution of fill rubbles in swampy zones, it will be done the following reception tests of material:

- 2 Atterberg limits,
- 2 granulometric analysis,
- 2 Modified protector tests
- 1 CBR test.

#### 11.4 Materials for fill in zone of purge and mess ground (bourbier)

One will use the same materials as that for current fill rubbles.

#### 11.4 Materials for fills linked to drainage structures

The materials for fill linked to drainage structures and culvert should respond to the following essential specifications

- Maximum dimension of the grains  $D_{max} = 40\text{mm}$
- Index of plasticity  $IP < 25$
- Percentage passing on sieve 10mm = 65 to 100
- Percentage passing on sieve 5mm = 45 to 85
- Percentage passing on sieve 2mm = 30 to 38
- Percentage of fines  $f < 30$
- Bearing index  $CBR > 25$
- Maximum dry density  $> 1,8 \text{ T}$

Otherwise they should be free of plant remnant. Their granulometry will be continuous.

For all 1000m<sup>3</sup> of materials for substitution of fill rubble in swampy zone, it will be done the following reception tests:

- 2 Atterberg limits,
- 2 granulometric analysis,
- 2 Modified protector tests
- 1 CBR test.

#### 11.5 Materials for spot regravelling of the road

The materials for spot regravelling of the road respond to the following specification:

- Maximum dimension of the grains  $D_{max} = 31,5\text{mm}$
- Index of plasticity  $IP < 25$
- Percentage passing on sieve 10mm = 65 to 100
- Percentage passing on sieve 5mm = 45 to 85
- Percentage passing on sieve 2mm = 30 to 38
- Percentage of fines  $f < 30$

- Bearing index CBR > 30
- Maximum dry density > 1,8 T

For all 1000m<sup>3</sup> of materials for spot regravelling of the road, it will be done the following reception tests:

- 2 Atterberg limits,
- 2 granulometric analysis,
- 2 Modified protector tests
- 1 CBR test.

The pile of materials presenting characteristic out of the specifications will immediately be evacuated out of the site.

### 11.6 Metallic culverts

#### Quality

##### a) Sheet metal

The sheet metal are in carbon steel, of general construction use, in conformity to norm NF A 35-501.

They cooled-formed to create their undulations and their shape bent.

Steels are of nuance E. It is required to used so-called "steels apt to galvanization ", of which the content in silicon is lower to 0,04%.

The nominal thickness of the steel is equal to 2,7mm.

Tolerance on the nominal thickness of the steel must compliant in the norm NF A 46-501, tolerance on the other<sup>5</sup> geometric features are fixed by the control engineer on proposition by the entrepreneur.

##### b) Bolts

The bolt are either in carbon alloyed steel, capable to deformations in cold weather and to the thermal treatments, compliant to the norm NF A 35-557 concerning bolts of high performances designated for mechanical construction.

It required to use bolts whose mechanical characteristics correspond to the class NF E 27-701.

The geometric characteristics of the bolt must compatible with those of the sheet metal and their tolerance compliant in the norm NF E 27-024.

##### c) Metallic coating

The sheet metal are protected by a coating of galvanization, that can be gotten either by soaking it to the sheet metal already put in shape in a melted zinc bath, or either in continuity in the case of the sheet metal of small thickness not yet undulated or bent.

The quality of the galvanized coating soaked is specified by the norm NF A 91-121 and that of the sheet metal galvanized in continuity, specified by the norm NF A 36-321.

The average mass of the zinc put down must be at least 700g/m<sup>2</sup> double – faces , and the mass in all point must be more than 640g/m<sup>2</sup>.

The bolts are protected by a coating of zinc whose characteristic are at least equal to those of the quality class 10-20 microns defined by the French norm NF E 27-016.

## **Controls**

a) **Control of the quality of the steel of the sheet metal** At the delivery of sheet metal on the site, the entrepreneur will give the control engineer the summary of the control aimed at article 5.3.1.2.2 of the norm NF A 03-115.

### **b) Control of the quality of the bolts**

The bolt are delivered on the site with the summary of the control aimed at article 5.3.1.2.2. of the norm NF E 27-703.

### **c) Control of the quality of the metallic coating of the sheet metal**

**Adhesion** At the delivery of the sheet metal, the entrepreneur will give the control engineer the summary of the control of the adhesion according to the operative mode n° 5 of appendix 2 of the "current technical terms concerning metallic" culverts of SETRA (November 1982).

The entrepreneur must reconstitute the protection anticorrosion of the zones damage with two layers of rich painting made of zinc, of total thickness of at least equal to 100microns. The painting used (epoxydic binder or silicate) must include at least 92% of zinc metal in the dry part and is applied on a support free from all trace of dust and oxidization.

### **Mass of zinc**

At the delivery of sheet metal, the entrepreneur will give the control engineer the summary of destruction control of the zinc mass compliant to norm NF A 91-121 or NF A 36-321.

The average of the measures must be, for every group of three tests tubes, more than or equal to 700 g/m<sup>2</sup>, the individual measures must give results more than minimal mass fixed at 640 g/m<sup>2</sup>.

## **11.7 Protecting coating for metallic culvert (sealers)**

### **Source**

The protective sealers are of coal ameliorated with resins (coal-epoxy or coal - vinyl). The choice of the coal epoxy (or coal vinyl) is made among the products entering in the composition of systems accepted by the acceptance commission of paints for the anticorrosion protection of metallic works (Circular enforced on the day of the proposition). It is in particular about the 2,3,ED and ES surroundings of this circular for which one meets this types of products.

### **quality**

Whatever are the used products, their dry thickness must be more than or equal to 250microns, with a minimum of 200microns at all point.

The entrepreneur communicates to the control engineer:

- the exact definition of the protective product: nature, number of layers, thickness of every layer, way of application, condition of application (temperature, hygrometry),
- the acceptance forms or the technical form for every nature of products,
- All particular specification concerning the foreseen products.

### **Supply and storage**

The area of storage of the element must be plane, clean, resistant and easily accessible for vehicles and handling machines. It is the same, if necessary, for the area of pre-assembly. The elements presenting some defects as chips of zinc, sulphates, speck spots or halves of cracks are put off. On the agreement of the control engineer, some consecutive minor distortions due to manipulations or to the transportation can be straightened however by a mallet.

#### 11.8 Materials for mortar, mass concrete and reinforced concrete

##### **Sand:**

The sand will come either from the crusher or from a river. The sand equivalent of the sand will be greater than 75% and the percentage of very fine elements eliminated by decantation should be less than 4%

##### **sand for mortar:**

The proportion of retained elements sieve 35 (sieve  $d = 2,5\text{mm}$ ) must be more than 10%.

##### **Sand for concrete:**

The granularity must fit in the spindle (fuseau) below:

| AFNORN MODULUS | MESH OF SIEVE (MM) | PASSING AT SIEVE (%) |
|----------------|--------------------|----------------------|
| 38             | 5                  | 95-100               |
| 35             | 2,5                | 70-90                |
| 32             | 1,25               | 45-80                |
| 29             | 0,63               | 28-35                |
| 26             | 0,315              | 10-30                |
| 23             | 0,16               | 2-10                 |

The control engineer will require that the sand are washed before their use.

The granularity is controlled by the fine-ness modulus (G/S between 2,2 and 2,8) whose value must not differ of more than 0,20 in absolute value, the fine-ness modulus of the aggregate for studies.

It will be foreseen a measure of sand for sand equivalent test at every delivery of sand on the site.

##### **Aggregates:**

They will come from deposits or borrow pit retained by the entrepreneur and accepted by the control engineer. The aggregate should be clean (% of element eliminated by decantation less than 2%) and of granulometry adapted to their use.

The maximal proportion in weight of the aggregate destined for n quality concrete passing through washing at the sieve 0,5 must be less than 1,5 %. Every granulometric composition is proposed by the entrepreneur to the agreement of the control engineer, and same for the composition of the concretes.

The granularity of the aggregates is fixed at:

-for reinforced concretes b 350: 5/25mm resulting from the mixture of the two classes 5/12, and 12,5/25,

**-for concretes B 300,B 250 and B 150: 5/40mm resulting from the mixture of three classes 5/12,5and 12,5/25and 25/40.**

The weight of the retained aggregates sieve corresponding to the superior of ever granulary class is less than ten percent (10%) of the initial weight submitted for the sifting ,and the weight of the aggregates going through the corresponding sieve by the lower limit is less than five percent (5%) of the initial weight submitted for the sifting.

#### **Tests to be done**

The abstractions of samples are done in presence of the control engineer or his representative. The expenses of the abstraction of samples and tests are to the entrepreneur's charge. All reception test are executed in the laboratory of site.

a) Previously to the study of the concrete, and for every used borrow pit, the entrepreneur must do at least the following tests on the aggregates:

-2 tests of granulometric analysis by shifting

-1 Los angeles test

-1 test of superficial cleanliness

-1 test of flattening coefficient.

After reception of the results of these tests, the control engineer has a delay of eight (8) days to give his appreciation or to formulate his observations. Past this delay, the agreemeemnt is supposed acquired.

IN case of granularity, cleanliness or non compliant shape, studies of concrete (as well as concreting) cannot start before the entrepreneur give the proof that he can produce compliant aggregates.

b) During the ulterior production, it is foreseen:

-1 test of the cleanliness of aggregate by shares of 1000m<sup>3</sup> of aggregate,

-1 test of granulometric analysis by chare of 200m<sup>3</sup> of aggregates,

-at least one test of cleanliness of aggregate an one 1 test of granulometric analysis per supply.

the control engineer can, if he judges it useful, to increase the number of test given above, being sensible that expenses of these supplementary tests are to the change of the administration if their results is satisfactory, and to the entrepreneur's charge in the contrary case.

In case of non-satisfactory result of a test, the control engineer makes proceedings to the entrepreneur's charge ton two counter tests. If the result of one of the counter tests is not satisfactory, the corresponding shares is rejected, in the contrary case, it is accepted.

#### **Mixing water**

The entrepreneur must obtain at his charge the mixing water for the confection of the concretes. It can, in general, com, from water point close to the works or river, so long as its quality responds the stipulated conditions below, where there is lack, water coming from other sources (bore pit, wells, etc) can be used.

the mixing water must be clean, not salty and practically free from matters in suspension and peats-

bogs is forbidden.

It must respond to the specifications of the norm NF P 18-303

#### **products for curing**

The products for the curing of concrete are submitted to the acceptance of the control engineer by the entrepreneur, at the time of the study of the composition of the concrete. It is apply to the typical concretes the suitability tests. The result of this one conditions the decision of the acceptance.

#### **cement:**

They will be of class CPJ35 or 45 depending on the case and will come from local or an acceptance factory.

#### **Steels:**

steels will come from recognize factory and accepted by the control engineer. Their supplying is at the entrepreneur's charge. On request of the control engineer, the entrepreneur must produce the invoices, the certificates of origin and the results of corresponding tests of the factories or the melting factory of source. The use of the welding bar is forbidden positively. The transportation of steels does not constitute a separated working post leading to a particular remuneration.

The length and the conditions of storage of the steel reinforcement bars must be submitted to the acceptance of the control engineer. These conditions must be foreseen at the minimum the storage on the floor situated at least 0,30m above the soil, safe from rain and in this shelter can be constituted of a tent covering tapeline fibre.

The different type of steels should be separated distinctly.

#### **Article 12 – STONE MASONRIES**

the stone masonries planned for the construction of the work will be done in an aesthetics manner and according to the type of the work involved (shape and measurements of the stones joined etc.) and will be subjected to the respects of the rules of art.

Quarry stones will be put in place on mortar joint after they have been well shape and watered. The visible faces of the masonries should be regular. the minimal thickness should not be less than fifteen (15)cm.

The finish of the bed joint will be done with the help of a mortar M 450.

The stones work on embankments will only be executed after agreement of the control engineer notably on the preparation of the bed joints.

The built ditches will be put in place from an implantation dimension size received from the control engineer.

The mortar joint will be measured at four hundred (400)kg of cement per m<sup>3</sup> of sand (M 400).

#### **Article 13 – MORTARS AND CONCRETES**

The mortar M 400 will be measured at four hundred (400)kilograms of cement per cubic meter of dry sand.

When the thickness of mortar M 400 to be put in place exceed twenty (20) millimeter, one will use a

micro- concrete measured at four hundred (400) kilograms of cement whose composition will be submitted to the prior acceptance of the control engineer.

### **CHAPTER 3: WAY OF EXECUTING AND ASSESSING WORKS**

#### **Article 14 -GENERAL CONDITIONS OF ASSESSMENT**

The works and benefits are remunerated to the entrepreneur by application of the price of the slip to the really executed quantities, in accordance with the prescription of the contract. These quantities must be noted and must be approved by the control engineer. The entrepreneur is reputed to hve a perfect knowledge of all condition and suggestions imposed for the good execution of work, and of all local conditions liable to have an influence on this execution.

### **CHAPTER 4: PROTECTION OF THE ENVIRONMENT**

#### **Article 17 SITE INSTALLATION**

The entrepreneur will proposed to the control engineer, before the beginning of the work, the place of his site installation facilities and will request by verbal note (site report making faith) his authorization of installation.

The site must be chosen outside of the sensitive zones, in other ton limit the bush clearing, the extraction of bushes, the felling of trees. In the zone of the installation of the site, the trimming of tree branches and the felling of tree of which the diameter measured at 1m from the soil is more than 20cm will be done after previous agreement with the control engineer.

The site must be foresee an adequate drainage of water on the whole of its surface. The maintenance areas and of washing of equipment should be concreted and foresee a cesspool tom hold oil and grease. These maintenance area should have a slope toward a cesspool and toward the inside of the platform in other to avoid the out flow of polluting products toward the un-covered soils.

At the end of the works, the entrepreneur will do all necessary works to the restoration of the places. The entrepreneur should fold up all his equipments, engines and materials. he should demolish all station installation, as foundation, support made of concrete or metallic, etc. To demolish the concrete areas, to decontaminate the soil as the case may be, either in a general manner to put back the site its nearest origin state. He will not be able to abandon neither equipment nor materials on the site nor in the vicinity. For the putting in deposit of demolish materials, the entrepreneur must get the approval of the site control engineer. The materials are to be covered with a layer of ground, and the site is to received an adequate drainage in order to avoid all erosion.

After the folding up of material, a report will be establish under the responsibility of the control mission so as to note the restoration of the site. It should be written and attached to the reception P.V. of the works. The payment of the lump sum of the folding up of the material will only be remunerated at the site of this P.V. noting the restoration of the site.

#### **Article 18 – FELLING OF TREES**

The task of isolated trees distanced more than 50m apart and having a diameter greater than 50cm, this task comprises the cutting, uprooting, cutting into trunks, into length approved by the control

engineer evacuation of branches and the roots out of the road way to zones approved by the control engineer, It also involved the transport and depositing of woods gotten in zones agreed by the control and will not in any case be sold by the entrepreneur nor the control mission. Diameters are measured at 150cm above the average soil level.

#### **ARTICLE 19 – CUT BACK DEPOSITED [DEBLAIS MISE EN DEPOT]**

Cutback to be deposited should be deposited in zones that can not disrupt with respect with the environmental specifications in the case of cutback in muddy zones, the base of the cutback zones is compacted to at least 95percent of OMP on a depth of 30cm. In the case of earthworks in cutback, the base of the cutback before the putting in place of the wearing course should also have at least 95% OMP on a thickness of 30cm. All materials which do not have appropriate characteristics to re-used should be disposed of zone approved by the control engineer, when the realization of the cutback is completed the contractor has to realized all work which will enable correct drainage and this work have to be maintained through out the contract.

#### **Article 20 – MISE EN FORME**

This task shall be realized after scarification, on a thickness of at least 10cm, and eventually right up the gullies. After spreading and regulating, watering and compaction, the transversal profile obtained should be imposed to the transversal profile attached to this tender file. The materials top be use shall be approved by the control mission.

The compaction shall be defined by the realization of a trial test to determine the number of passes to obtain the acceptable CBR.

The measurement of the insitu density shall be done every 200m, the reference proctor shall be measured from samples taken every 5km or at every zone where the nature of the materials of the platform changes. The compaction shall be judged satisfiable when the measurement of insitu density gives 95% of OMP, the control of the transversal slope shall be done with the help of water levels or levelers. The platform worked should present a difference of 2cm with respect to the transversal profile prescribed in the plans of this tender. This task should be executed before any task of wearing course.

#### **Article 21 – WEARING COURSE LAYER**

Before the execution of this, scarification and compaction must be effectuated. The characteristics of the material to be used for this task should be as defined in article 11. The refilling shall be done on an average width of 6m on the surface as shall be imposed by the site on an average depth of 15cm measured after compaction. The transversal slope obtained has to be as specified in the plans. The contractor has to take all necessary measures humidify, aerate in order to obtain the water content. The compaction of the wearing course will be rated satisfiable if the measurement of the insitu density gives capacities of at least 95%OMP for at least 90% of tests carried out. A trial test shall be conducted to determine the number of passes to be effectuated to have the required

Compacity. In situ density tests shall be carried out every 200m, and the tests of thickness shall be done every 500m. No thickness less than the prescribed shall be acceptable. The control mission shall effectuate all the necessary control with his material of call for an agreed laboratory, if in a given section these tests give more than 20 of out range result the contractor redoes the compaction, and if zones refilled have thickness less 0.15cm, they are scarified, and compacted until getting the 0.15cm required.

## **Article 22- PAVEMENT BLOCK AND SAND LAYER**

The concept of interlocking concrete pavement dates back to the roads of the Roman Empire. They were constructed with tightly fitted stone, paving unit set on a compacted aggregate base. The modern version concrete pavers were developed on the Netherland in late 1940s as a emplacement for clay brick streets. A strong, millennia-old tradition of segmental paving in Europe enabled interlocking concrete pavement to spread quickly. It is now established as a conventional means of paving roads.

Concrete pavers came to North America in the 1970s. They have been used successfully in numerous residential, commercial, municipal, ports and airport applications.

This Technical Specification covers the structural design of interlocking concrete pavement over an aggregate or laterite base as well as asphalt and cement stabilized bases, asphalt concrete and Portland cement concrete bases.

### **Advantages**

The paving system offers the advantages of concrete materials and flexible asphalt pavement. As high-strength concrete, the units have high resistance to freeze-thaw cycles and deicing salts, high abrasion and skid resistance, no damage from petroleum products or indentations from high temperatures. Once instilled, there is no waiting time for curing. The pavement is immediately ready for traffic. Cracking and degradation of the surface is minimized because of pavement surface. Like flexible asphalt pavement, an aggregate or laterite base accommodates minor settlement without surface cracking. An aggregate or laterite base facilitates fast construction, as well as access to under-ground utilities. Mechanical installation of concrete pavers can further reduce construction time and costs. Pavement reinstallation is enhanced by reusing paving units, thereby minimizing costs and reducing waste.

### **The Principle of interlock**

Interlock is the inability of a paver to move independently from its neighbors. it critical to the structural performance of interlocking concrete pavement. When considering design and construction, three types of interlock must be achieved vertical, rotational and horizontal interlock. Vertical interlock is achieved by shear transfer of loads to surrounding units through sand in the joints

Rotational interlock is maintained by the pavers being of sufficient thickness (10-13.5cm) in the case of roads, meeting recommended plan an aspect ratios, placed closely together, and restrained by a curb from lateral forces of vehicle tyres. Rotational interlock can be further enhanced if there is a slight

crown to the pavement surface to stiffen and further lock up as the pavement undergoes vehicle loading due to traffic

Horizontal interlock is primarily achieved through the use of laying patterns that disperse forces from braking, turning and accelerating vehicles. Herringbone pattern are the most effective laying pattern for maintaining interlock. Testing has shown that these patterns offer greater structural capacity and resistance to lateral movement than other laying pattern there for, herringbone patterns are recommended in areas subject to vehicular traffic. Stable edge restraints such as curbs or in-situ concrete of same mixture like the pavement blocks are essential. They provide better horizontal interlock among the units while they are subject to repeated lateral loads from vehicle tyres. Edge restraints for interlock concrete pavements offers guidance on the selection and detailing of edge restraints for a range of applications

### **Typical Pavement Design and Construction**

Flexible pavement design uses untreated aggregate or laterite, cement or asphalt treated aggregates or asphalt under the concrete pavers and bedding layer. Flexible pavements distribute the loads to the sub-grade by spreading them through consecutively weaker layers to the compacted soil sub-grade. Such pavements are often preferred in colder climates because they can offer greater protection against frost.

The base and sub-base are compacted aggregate or laterite. some road agencies may use open-graded drainage bases as well. Many pavements for city and residential uses do not require an aggregate sub- base except for very heavy use or over a weak soil sub- grade. in these situation it may be more economical to use asphalt or cement –stabilized base layers. They are often placed over a sub- base layer of unbound compacted.

Aggregate or laterite and cement-stabilized soil offer another option for improving structural capacity.

### **Construction of Interlock concrete pavement blocks.**

The steps for preparing the soil sub-grade and base materials are similar to those required for flexible asphalt pavements. After the base surface. Is built to specified elevations and surface tolerance, bedding sand is screeded in an even layer, typically 3m thick. The units are placed, manually or mechanically, on the even bedding sand constrained by stationary edge restraints. Slopes should be a minimum of 1.5% . In case of roads the minimum longitudinal slope should be 1 with a minimum cross slope 2%.

Design for heavy duty pavements such as port and airport pavement is covered in ICPI manuals entitled, port and industrial pavement design for concrete pavers and airfield.

### **Design Traffic**

When pavement is trafficked, it receives wear or damage usually evidenced as the depth of rutting in flexible asphalt pavements and the extent of cracking in rigid concrete pavements. For interlocking concrete pavement similar to asphalt. Cracked paving units are rarely evidence of a pavement damaged by traffic loads and therefore are not typically used as a means to estimate damage or

wear of an interlocking concrete pavement. As with all pavements, the amount of damage from traffic depends on the weight of the vehicle and the number of expected passes over a given period of time. The period of time or design life is 20 to 40 years. Design life is the period of time a pavement will last before damage requires major rehabilitation, often completed removal and replacement. The designer or transporter agency select a design life in years which is influence by the available budget to construct or rehabilitate a pavement

Predicting traffic over the life of the pavement is an estimate of various vehicle loads axle and wheel configurations and the no of loads (repetition). The actual number of traffic loads can often exceed the predicted loads. Therefore the pavers are vibrated with a minimum of 5,000ibf (22kn), high frequency plate compactor. This action forces the sand into the bottom of the joints of pavers and begins compaction of the bedding sand. Sand then spread a swept into the joints, and the process repeated until the joints are filled.

Complete compaction of the joint sand and slight settlement of the pave tightens them. During compaction, the pavement is transform from a loose collection of pavers to an interlocking system capable of spreading vertical loads horizontally. This occurs through shear forces in the joints.

#### **Structural Design Procedure**

The loads distribution and failure modes of flexible asphalt and interlocking concrete pavement are very similar: permanent deformation from repetitive loads. Since failure modes are similar, flexible pavement design procedure are used. The structural design procedures are for roads and parking lots. Base design for crosswalks should consider using stabilized aggregate (laterite) or cast –in place concrete with sand – set paving units or paving units over concrete.

Stiffer bases will compensate for stress concentration on the sub- grade and base where the pavers meet adjoining pavement.

Engineering judgment is require in estimating expected sources of traffic and loads well into the future. When future traffic loads are difficult to predict, an engineer will often design a pavement for higher loads to ensure that the risks of excessive pavement damage is low over the service life of the pavement.

Compared to cars, trucks and busses do the most damage to pavement because their wheel loads are much higher than cars. One pass of fully loads truck will exert damage to pavement than several thousand cars passing over it. Since there is a range of expected loads (usually expressed as axle loads) over a pavement during its life, AASHTO developed a means to normalize or equalize all axle loads exerted repeatedly over the life of the pavement.

The 1993 AASHTO Guide characterizes traffic loads as the number of 18,000lbs equivalent single axle loads or ESALs. The 18,000 lbs (80kn) loads emerged from AASHTO

(Then called AASHTO) roads tests conducted in the 1950s and have remained as a convenient means to quantify a range of different vehicle axle loads. The AASHTO test demonstration that loads and resulting damage to pavement is not linear but exponential as loads increase. The tests showed that for

every incremental increase in axle loads, damage to the pavement increase by roughly the fourth power. These exponential loads –damage relationship resulted in determining ESALs by taking the weight of each axle and dividing each by the “standard” ESALs of 18,000lbs or 80kn. Then the quotient is raised to the fourth power.

For example, a five axle tractor trailer truck has two rear axle on the trailer each exerting 18,000lbs or 80kn. Two on the truck at 15,800lbs or 70kn: and one in the front (steering) at 11,000lbs or 50kn. AASHTO uses the following relationship called loads equivalency factors or LEFs for each axle to estimate ESALs. These express the exponential relationship between damage and loads.

Therefore pavement design primarily considers trucks and busses because they exert the highest loads and most damage. In contrast, thousands of cars are required to apply the same loading and damage as one passage of truck. The more axles on the better, since tandem axles spread loads over a wider area and render lower damage for each pass of the vehicle over a pavement. Another way to illustrate this is one single axle loads of 36,000lbs (160kn) exert the same damage as 16 passes of a single axle loads of 18,000lbs or (80kn) or  $(36/18) = 16$ . Therefore, doubling the axle loads increases the damage 16 times.

The designer needs to select the appropriate traffic level and design life. The typical initial design life for municipal pavement is on the order of 20 to 40 years.

#### **Sub-grade Characterization**

The next step is for the designer to characterize the sub-grade soil and drainage for the purpose of selecting sub-grade strength. Typically the resilient modulus or  $M_r$  (AASHTO T-274) is used to describe the strength of the sub-grade soil. This can be determined directly from laboratory testing. Other means to characterize soil strength include California Bearing Ratio or CBR (ASTM D1883) and R-value (ASTM D2844) test.

Actual laboratory characterization of sub-grade properties for each project is recommended. Designers are cautioned against making generalizations.

Once the general sub-grade type has been selected, then the drainage quality of the sub-grade and pavement structure is characterized. Depending on the type of the sub-grade, the strength of the pavement may be reduced if there is excess water in the sub-grade. The standard includes an adjustment to the resilient modulus of the sub-grade. In the case of this project the sub-grade has to do with the natural soil in place on which grading has to be done with the use of a grader on which scarifiers are mounted.

#### **Selected of Base Material**

The next step in design process is selected the type of base material for the pavement. Crushed aggregate or laterite bases used in highway construction are generally suitable for interlocking concrete pavement and unbound base materials should meet the local state,

Select the job mix formula with due regard to the availability of the materials and services requirements of project. Tests results outside the design range are not prohibited provided they are the job mix tolerances.

### **Compaction Requirements**

Compaction of the sub grade soil during construction should be at least 95% standard proctor density for cohesive (clay) soil and at least 95% modified proctor density for cohesion less (sandy gravelly) soils . The effective depth of compaction for all cases should be at least 15cm and most 25cm for each layer of compaction else compaction should be done in multiple layers of these

Difficult to compact areas can include areas next to curb other pavement and around utility structure. Such areas may require additional compaction or use of manual equipment to achieve specified densities.

### **Bedding and joint sand selection**

Bedding sand thickness of should be consistent throughout the pavement and not exceed 3cm. after compaction. A thicker sand layer will not provide stability. Very thin sand layers less than 2cm after compaction may not produce the locking up action obtained by sand migration upward into the joint during the initial compaction in construction. Do not use screening or stone dust. The sand should be as hard as practically available and the particle shape should be sub angular. Joint sand provide vertical interlock and shear transfer of loads it can be in filling the joint during compaction may be require due to its coarser gradation. ,

### **Concrete Paver selection**

Concrete pavers shall meet the product requirements of 400 kg/m<sup>3</sup> of sand gravel 5/15. The quantity of water requires is determined by the engineer and depend on the moisture content of the sand. Any gravel out of this range is unacceptable. The require length of time for curing is 28days. Crushing tests are out and most not give a value less than 27mpa at 28days. A 50kg bag of cement Portland of resistance 42.5 should produce between 20-23 pavement block and not more.

A 45 or 90 degree herringbone laying pattern is recommended with sailor courses at the perimeter. No less than one third of acut pavers should be exposed to tyre traffic. The designer is advised that alternative laying patterns may be considered as long as they are functionally and structurally equivalent. Other shapes than rectangular pavers can be considered in the design with the responsibility of the design engineer to ensure that the number of pavement block per squer meter should not be out of this range 20-25.

### **Sub-base design**

The require sub-base thickness is determined based on the design reliability, design life, estimated traffic, sub-grade soil type, pavement structure drainage and base type selected.

### **Article 23-METTALLIC CULVERTS**

See article 11.6c

### **Article 24-MASSONERY WORKS**

See article 12

#### **Article 25 – PANNEAUX INDICATEURS**

The indicators shall be vertical and implemented at a distance of 1m at the external boarder of the roads, to avoid the issue of specula reflection the boards are slightly turned to the external part of The roads about 2degree, the height of this board is fixed at 2.00m above its platform of placement, if there are two boards on one support, this distance is considered with that of the lower one .

For indicators of danger, they are implanted at 150m to the danger structures presenting a particular danger, are signalized by balise. This indicator boards shall be metallic and shall be implanted into the ground and concreted with concrete of B35 and of dimension of .4x.4x.5m

#### **Article 25-opening of temporary borrow pits**

The entrepreneur should ask for the authorization foreseen by the tests and regulation in force;

- Law 76/14 of july 8 modified and completed by the one of n°90/021 of august 10, 1990
- Degree 88/772 of may 16, 1988 modified by degree 89/674 of april 13, 1989
- Degree 90/1477 of november 9, 1990

He will take to his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owner.

In case of the necessity of the new borrow sites, the entrepreneur should ask inevitably for the pre-agreement of the control engineer (verbal note put in the obligatory site report register).

The following criteria must be respected;

- Distance from the site to be at least 30m of the roads,
- Distance from the site to be at least 1 00m from a river, or from a water plan,
- Distance from the site to be at least 1 00mfrom dwellings,
- Surface to be opened limited to the strict minimum
- Quality trees (to the appreciation of the control engineer) to be preserved and protected. The

areas of deposit should be chosen in order not to embarrass the normal out-flow of waters and should be protected against erosion. The entrepreneur should also get for the areas of deposit at the agreement of the control engineer (obligatory verbal note to be put in the report site register)

If the proposed sites, the method of exploitation and amenities foreseen are not compliant to the environmental instructions the control engineers shall not give his approval and the entrepreneur should proposed other sites, either to modify the method of exploitation or to propose amenities complaint to instruction without the entrepreneur asking for and any indemnity.

The entrepreneur will support all exploitation charges of borrows pits and notably the opening and the planning of the access tracks of, the bush clearing and the deforestation , the removal of vegetable soil or undesired materials and their putting in deposit out of the limits of the borrow pits, as well as the works, of necessary work to the restoration of the sites these work will comprise;

- The clearing away of open loose materials and the spreading of vegetable soil in order to regulate the flow of water, grass planting and plantation if prescribed,
  - The re-establishment of previous natural flow and the planning of offshoot ditches,
  - The suppression of the ruined aspect of the site while eliminating thick rock out cropping blocks,
- After the restoration in accordance with the prescriptions, a report will be written and the last deduction payment will only be paid at the sight of the PV noting the respect of instruction of the restoration of the site after work

#### **Article 26 –use of borrow pits of permanent class**

The entrepreneur should ask for the authorization foreseen by the texts and regulation in force and should take at his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owners.

The entrepreneur will watch during the execution of works;

- The work of necessary drainage to protect the materials put in deposits,
- The preservation and protection of trees extraction of materials ,
- The conservation of the plantations delimiting the borrow pits,
- The maintenance of the access and service tracks.

#### **Article 27 loading and transportation of materials**

For all transportation of materials and equipment, whatever they are, the entrepreneur should conform himself to the regulation in force, concerning the restriction imposed to the weights and sizes of engines and convoys plying the public roads network and in particular

- The maximal loads per axle, either for simple or per tandem,
- The dimensions of the vehicles,
- Exceptional convoys of dimension more than norms must make the object of a previous special authorization,
- The protective measures of the environment (loss of materials under transportation ,dust),
- The entrepreneur must take all necessary arrangement to limit the speed of the vehicle on the site; installation of roads sign boards and carriers of signal flags,
- Regular humidification of the circulation highways in inhabited zones,
- Foresee deviations toward tracks and existing roads.

The entrepreneur must put an adequate mobile signalization system in place.

#### **Article 28-sanctions and fines**

The entrepreneur is reminded that article 79 of the (loi cadre) No96/12 of august 5, 1996 foresees a fine of two million (2.000.000) to five millions (5.000.000) cfa franc and a prison terms of six (6) month to a (1) year or of one of these two terms only, for all person having prevented the execution of the control and analyses foreseen by the so-called law and/or by it texts of application

Article 83 of the (loi cadre) No 96/12 of august 5, 1996 foresees a fine of five hundred thousand (500,000) to two millions (2,000,000) of cfa franc and a prison terms of six (6) month to a (1) year or use of one of these two terms only, for all person that allow to function all installation or use of a movable object contrary to the stipulation of the above law. In case of recidivism, the maximal amount of term doubled.

Article 888 of the same law (loi cadre) foresees that an enterprises infringing or having infringed against the law at the time of works or roads maintenance works will be excluded for a period of one year from the right of tendering.

All infringement against the prescription really notified in writing (service order) to the enterprise by the control mission will also be written in the site register. This one will act here as contractual document in case of litigations in the application of the possible sanctions.

The resumption of works or the extra works ensuing from the non- respect of clauses remain at the entrepreneur`s charge.

#### **Article 29- PRICE ENCLOSURE SLIP**

The unit prices are defined here after.

The executed work will be paid to the entrepreneur by application of the price of the slip to the quantities of works valued according to the prescriptions of the present article. In case of observation of extra works whose units prices are not defined in the slip of the prices, the control engineer reserves the right to apply his unit price of references.

The entrepreneur will be compelled to the maintenance of circulation on his site without pretending to a particular remuneration and this until the provisional reception of the road works.

#### **1. –SITE INSTALLATION, Price No.101**

These work comprise notably

- The renting of the lands, if they are not put at the disposal of the entrepreneur by the administration.
- The realization of tracks, access paths and the platform of site facilities (the areas of storage of the materials and parking of equipment an vehicles),
- The supplying of water and electricity, as well as, the security were necessary,
- The construction of a small barrack for the enterprise, lodgings, offices , store , toilets
- The means of communication; telephone, radio,
- All the arrangements for the good working of the site,
- The dismantling and the folding of facilities ,
- The realization and the maintenance of the areas of installation and execution of the yard,
- The physical identification of the adjacent or transverse networks on the road itinerary,
- The setting up of means to insure the free access of the residents on foot or with vehicle, signalization of the site ,

- the realization of the necessary possible deviation,
- the setting up of the laboratory of the yard and the means of its working,
- The restoration of the places after execution of work .
- outing in place of a site laboratory
- The bringing to site and folding off of materials and equipment necessary at site.
- the dismantling and folding up of all installations
- The bringing back to its natural state of site after work s.

The enterprise shall submit at the approval of the control mission its site for site installation.

## **2 Execution Program (price No 102)**

The contractor should mention:

- The methodology of the execution of this project
- The key personnel of the company and the organizational chart of the enterprise
- The planning of the project with respect to the during of the project
- Technical specifications on annex; that is the transversal and longitudinal profile of the road
- Drawings of the rectangular gutters and slabs with reinforcements
- Special Technical Clauses inclusive

## **3 TREE FELLING [ABBATTGE D`ARBRE], price No.103**

This price applies to the felling of isolated trees distanced 50cm between each other and of diameters greater than 50cm, this price comprises , felling, off rooting, cutting of trees trucks into length defined by the control engineer, evacuation of branches and roots out of the roads way, to sites approved by the control engineer.

## **4` CLEANING AND OPENING OF ROAD [DEBROUISSAGE ET NETTOYAGE] PRIX No. 201**

This price shall be remunerated following the general condition of this tender, and shall be done in m<sup>2</sup>, it shall comprise;

- cleaning and opening of the road structure to width of 7m wide
- clearance of any obstruction on the road way
- all suggestions necessary for the execution of this price

## **5 MOULDING, GRADING AND COMPACTION OF THE PLATFORM INCLUDING THE CREATION OF SIDE DRAIN AND OFF-SHOOTS [MISE EN FORME DE LA PLATFOME AVEC CREATION DES FOSSES ET EXUTOIRES] PRICE No. 201**

This price is remunerates in M<sup>2</sup> of treated roads no matter its width, the putting in form of the platform whose definition is obtained through site visit before realization of the wearing course layer in spot regravelling. This price involves the reshaping of the lateral ditches

It comprises notably;

- the possible cleaning of the roads way
- the evacuation of existing vegetation soil sand ditch cleaning products,
- the possible scarification of the roads way, according to the control engineer
- the leveling of the of the scarified platform,
- the watering and the compaction of the roadway,
- All suggestions linked to the conditions of circulation and the respect of environmental prescription.
- The quantity to be taken into account is the length in KILOMETER, measured according to the slope of the axis of the roadway that has been really executed between edges of the ditches, if they exist.

**6 PUTTING IN PLACE OF THE FOUNDATION COARSE USING LATERITIC GROUND OF 20CM THICKNESS [price 301]**

- This price involves the putting in place of laterite obtain from the nearest laterite pit and compacted to the Optimum proctor with a thickness of 20cm. It also involves watering and obtention of rekuired water content. The material use is in conformity with the prescription of the CCTP. This price is inclusive the transportation of materials. That is it involves distances taken into account between the barycentre of the loading zone and the varycentre of the zone where materials is being used, following the shortest known distance, limited to distances of 5000m and rounded down to the nearest inferior kilometer. It involves all suggestions to carry out this task,. This price is remunerated in m3
- -All suggestions linked to circulation and respect of environmental prescription,

**7 Construction of Rectangular Gutters of section 50cm x 60cm depth, PRICE NO .401a**

- This price involves the putting in place of a concrete gutter with concrete mixed at 400kg/m3 which is well reinforced with the reinforcement approved by the control engineer in the execution program and insitu before concreting. This infrastructure can be realized insitu or prefabricated depending on the earsiest way for the contractor. The resistance of concrete at 28days should be  $\geq 400\text{MPa}$
- -All other necessary suggestions, remunerated per ml

**8 Construction of concrete slabs of 15cm thickness and 40cm width on the gutters of 50cm of opening, PRICE 403a**

- This price involve the prefabrication of a slab relative to it specifications and leaving to set for 28 days and then carry bring to put in place on the u-gutters. These slabs should be well reinforced to carry a minimum load of 40tonnes. It is renumerated in ML

**9 Displacement of Networks, (price n°501 and 502)**

- This price is remunerates in lum sum and is the price for the repairs or displace of water and electrical networks found on the road structure or along the width of the road to be executed.

Water pipes found on the main road will be displaced to the extreme and repair if touch as well as electrical poles and cables.

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

**CADRE DU DETAIL QUANTITATIF ET ESTIMATIF DES VOIRIES**  
**EN TERRE A REHABILITE DE LA VILLE DE NDOP; DEPARTEMENTE DE NGOKETUNJIA DANS**  
**L'ARRONDISSEMENT DE NDOP; LONGUEUR (3.439KM)**

(UNIT PRICE SCHEDULE IN WORD AND FIGURE)

| NO         | DESIGNATION   | Unite | Price In figure | Price in word |
|------------|---|-------|-----------------|---------------|
| <b>100</b> | <b>TRAVAUX PRELIMINAIRES</b>  |       |                 |               |
| 101        | Installation de chantier, Amenée et repli matériel                                    | Ft    |                 |               |
| 102        | Projet d'exécution  | Ft    |                 |               |
| 103        | Abattage d'arbres et enlevement des souches   | U     |                 |               |
| 104        | Environmental impact assesment  | Ft    |                 |               |
|            | <b>TOTAL 100</b>  |       |                 |               |
| <b>200</b> | <b>TERRASSEMENTS</b>  |       |                 |               |
| 201        | Debrouissage et Nettoyage   | M2    |                 |               |
| 201        | Mise en forme de la plateforme avec creation des fossés et exutoires                  | M2    |                 |               |
|            | <b>TOTAL 200</b>  |       |                 |               |
| <b>300</b> | <b>VOIRIES</b>  |       |                 |               |
| 301        | Graveleux latéritique naturel (ep. 20cm) pour fondation                               | M3    |                 |               |
|            | <b>TOTAL 301</b>  |       |                 |               |
| <b>400</b> | <b>ASSAINISSEMENT</b>   |       |                 |               |
| 401        | Caniveaux Betonnes (CB)   |       |                 |               |
| 401a       | Caniveaux à section rectangulaire de section 0,50 x h=0,60                            | ml    |                 |               |
| 402        | Dallettes de couverture en BA sur Caniveaux   |       |                 |               |
| 403a       | Dallettes de couverture en BA épaisseur 0,15 m X 0.40m largeur (sur caniveau de 0.50) | ml    |                 |               |
|            | <b>TOTAL 401 + 402</b>  |       |                 |               |
| <b>500</b> | <b>RESEAUX</b>  |       |                 |               |
| 501        | Déplacement des reseaux d'eaux  | prov  |                 |               |
| 502        | Déplacement des RESEAUX ELECTRICITE   | prov  |                 |               |

**Document No. 7:  
Bill of quantities and estimates**

**CADRE DU DETAIL QUANTITATIF ET ESTIMATIF DES VOIRIES  
EN TERRE A REHABILITE DE LA VILLE DE NDOP; DEPARTEMENTE DE NGOKETUNJIA DANS L'ARRONDISSEMENT DE  
NDOP**

| NO           | DESIGNATION DU TRONCON (ITINERAIRE)   | LONGUEUR (ml) |
|--------------|---|---------------|
| 1            | ITINERAIRE I: WARRY STREET (NO 11--- UP WARRY) = 540ml, STAND ARD BILINGUAL EVENING SCHOOL STREET (NO 11 --- WORLD WIDE STREET)=140ml, NO 11 ----- DELEGATION OF FORESTRY NDOP = 135ml , NO 11(OPPOSITE SDO'S NEW ROAD JUNCTION) ----- WORLD WIDE STREET = 140ml , WIDTH = 6m | 919           |
| 2            | ITINERAIRE II: NATIONAL ROAD NO 11 THROUGH DELEGATION MINEEE, MINAC AND MINMIDT TO WORLDWIDE STREET = 165ml, and THE NEXT STREET AFTER THE STREET OF MINEE, MINAC AND MINMIDT DELEGATIONS(NO 11 - - WORLD WIDE STREET) = 165ml WIDTH = 6m                                     | 330           |
| 3            | ITINERAIRE III: NATIONAL ROAD NO 11 (MILE 27 AT BRIGDE TOWARD GBHS NDOP) --- SLAUHTER HOUSE AT BELOW MENKENG 820m WIDTH = 6m  | 820           |
| 4            | ITINERAIRE IV: NATIONAL ROAD NO 11 (MILE 25 OPPOSITE UNVDA) TO STREET BEHIND MANDELA NURSERY AND PRIMARY SCHOOL = 720ml; NATIONAL ROAD NO 11 (MILE 25 AFTER NEW PATROL STATION THROUGH MR LIPSON TO STREET BEHIND MANDELA NPS = 650ml WIDTH = 7m                              | 1,370         |
| <b>TOTAL</b> |   | <b>3,439</b>  |

**CARACTERISTIQUES : Chaussée en terre de  
6,00m a 7,00 m de large**

| NO       | DESIGNATION   | Unite |      |      |      |      |       | P.U | P.T |
|----------|---|-------|------|------|------|------|-------|-----|-----|
|          |   |       | T1   | T2   | T3   | T4   | Total |     |     |
| 100      | <b>TRAVAUX PRELIMINAIRES</b>  |       |      |      |      |      |       |     |     |
| 101      | Installation de chantier, Amenée et repli matériel                                    | Ft    |      |      |      |      | 1     |     |     |
| 102      | Projet d'exécution  | Ft    | 1    | 1    | 1    | 1    | 1     |     |     |
| 103      | Abattage d'arbres et enlèvement des souches   | U     | 9    | 2    | 5    | 8    | 24    |     |     |
| 104      | Environmental impact assesment  | Ft    |      |      |      |      | 1     |     |     |
|          | <b>TOTAL 100</b>  |       |      |      |      |      |       |     |     |
| 200      | <b>TERRASSEMENTS</b>  |       |      |      |      |      |       |     |     |
| 201      | Debrouissage et Nettoyage   | M2    | 6893 | 2475 | 6150 | 9590 | 25108 |     |     |
| 201      | Mise en forme de la plateforme avec creation des fossés et exutoires                  | M2    | 6434 | 2310 | 5740 | 9590 | 24074 |     |     |
|          | <b>TOTAL 200</b>  |       |      |      |      |      |       |     |     |
| 300      | <b>VOIRIES</b>  |       |      |      |      |      |       |     |     |
| 301      | Graveleux latéritique naturel (ep. 20cm) pour fondation                               | M3    | 1287 | 462  | 1148 | 1918 | 4815  |     |     |
|          | <b>TOTAL 301</b>  |       |      |      |      |      |       |     |     |
| 400      | <b>ASSAINISSEMENT</b>   |       |      |      |      |      |       |     |     |
| 401      | <b>Caniveaux Betonnes (CB)</b>  |       |      |      |      |      |       |     |     |
| 401<br>a | Caniveaux à section rectangulaire de section 0,50 x h=0,60                            | MI    | 0    | 20   | 10   | 20   | 50    |     |     |
| 402      | Dallettes de couverture en BA sur Caniveaux   |       |      |      |      |      |       |     |     |
| 403<br>a | Dallettes de couverture en BA épaisseur 0,15 m X 0.40m largeur (sur caniveau de 0.50) | MI    | 0    | 20   | 10   | 20   | 50    |     |     |
|          | <b>TOTAL 401 + 402</b>  |       |      |      |      |      |       |     |     |
| 500      | <b>RESEAUX</b>  |       |      |      |      |      |       |     |     |
| 501      | Déplacement des reseaux d'eaux  | Prov  | 1    | 1    | 1    | 1    | 1     |     |     |
| 502      | Déplacement des RESEAUX ELECTRICITE   | Prov  | 1    | 1    | 1    | 1    | 1     |     |     |
|          | <b>Total 600</b>  |       |      |      |      |      |       |     |     |
|          | <b>TOTAL HORS TVA</b>   |       |      |      |      |      |       |     |     |

|  |                                     |  |  |  |  |  |  |  |  |
|--|-------------------------------------|--|--|--|--|--|--|--|--|
|  | <b>TVA 19.25%</b>                   |  |  |  |  |  |  |  |  |
|  | <b>AIR 2.20%</b>                    |  |  |  |  |  |  |  |  |
|  | <b>NET A MANDATER</b>               |  |  |  |  |  |  |  |  |
|  | <b>TOTAL TOUTES TAXES COMPRISES</b> |  |  |  |  |  |  |  |  |

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

| DESIGNATION :Installation de chantier, Amenee et repli materiel |                                |                |            |                      |        |
|---|--------------------------------|----------------|------------|----------------------|--------|
| No  | Daily out put                  | Total quantity | Unit       | Duration of activity |        |
| <b>WORKMAN SHIP</b>   | Category                       | No             | Daily wage | Days break up        | Amount |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   | <b>TOTAL A</b>                 |                |            |                      |        |
| <b>EQUIPMENT/MACHINES</b>                                       | Type                           | No             | Daily rate | Days break up        | Amount |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   | <b>TOTAL B</b>                 |                |            |                      |        |
| <b>MATERIAL AND MISCELLANOUS</b>                                | Type                           | Unit           | Unit cost  | Quantity             | Amount |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   |                                |                |            |                      |        |
|   | <b>TOTAL C</b>                 |                |            |                      |        |
| <b>D</b>  | <b>DIRECT TOTAL COST</b>       |                |            | <b>A+B+C</b>         |        |
| <b>E</b>  | <b>GENERAL SITE EXPENSES</b>   |                |            | <b>Dx%</b>           |        |
| <b>F</b>  | <b>GENERAL OFFICE EXPENSES</b> |                |            | <b>Dx%</b>           |        |
| <b>G</b>  | <b>NET COST</b>                |                |            | <b>D+E+F</b>         |        |
| <b>H</b>  | <b>RISK + BENEFITS</b>         |                |            | <b>Gx%</b>           |        |
| <b>P</b>  | <b>TOTAL COST (HT)</b>         |                |            | <b>G+H</b>           |        |
| <b>V</b>  | <b>UNIT COST (HT)</b>          |                |            | <b>P/Q'TY</b>        |        |

# Document No. 9: Model contract

REPUBLIQUE DU CAMEROUN  
 Paix – Travail – Patrie  
 -----  
 REGION DU NORD OUEST  
 -----  
 DEPARTEMENT DE NGOKETUNJIA  
 -----  
 ARRONDISSEMENT DE NDOP  
 -----  
 COMMUNE DE NDOP  
 -----  
 COMMISSION INTERNE DE  
 PASSATION DES MARCHÉ



REPUBLIC OF CAMEROON  
 Peace – Work – Fatherland  
 -----  
 NORTH WEST REGION  
 -----  
 NGOKETUNJIA DIVISION  
 -----  
 NDOP SUB DIVISION  
 -----  
 NDOP COUNCIL  
 -----  
 NDOP COUNCIL INTERNAL  
 TENDERS' BAORD

JOBING ORDER No \_\_\_\_\_ JO/NC  
 /NCITB/2019 OF .....2019

Awarded after OPEN NATIONAL INVITATION TO TENDER N°05/ONIT/ NC/NCITB/  
 2019 oF 25<sup>TH</sup> JANAUARY 2019 FOR THE REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN  
 (3.439km) IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION

Project Owner [*Indicate name and full address*]

HOLDER : [*indicate name and full address of holder*]

P.O. Box \_\_\_\_\_, Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Registry No. \_\_\_\_\_ at  
 Taxpayer's No. \_\_\_\_\_

SUBJECT : Execution of \_\_\_\_\_ works;  
 Lot No. \_\_\_\_\_; Network \_\_\_\_\_

PLACE :Region \_\_\_\_\_

EXECUTION DEADLINE : \_\_\_\_\_ ( \_\_\_\_\_ ) months

AMOUNT IN CFA F:

|                  |  |
|------------------|--|
| IAT              |  |
| EVAT             |  |
| VAT              |  |
| AIR (Income tax) |  |
| Net to be paid   |  |

FINANCING : [*indicate the source of financing*]

BUDGET HEAD : [*to be completed*]

SUBSCRIBED ON: \_\_\_\_\_  
 SIGNED ON: \_\_\_\_\_  
 NOTIFIED ON: \_\_\_\_\_  
 REGISTERED ON: \_\_\_\_\_

Between:

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

**On the one hand,**

**And**

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

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

**On the other hand,**

Agree on the following:

### **Summary**

Part I: Special Administrative Conditions (SAC)

Part II: Special Technical Conditions (STC)

Part III: Schedule of Unit Prices (SUP)

Part IV: Details or Estimates

Page \_\_\_\_\_ and last of Contract No. \_\_\_\_\_ C or JO/CA/TB/0000  
Awarded after invitation to tender [specify references of invitation to tender]

With \_\_\_\_\_,

For the execution of \_\_\_\_\_ works

**EXECUTION DEADLINE** \_\_\_\_\_ (\_\_\_\_\_) months

**Amount of contract in CFA F:**

|                     |  |
|---------------------|--|
| IAT                 |  |
| EVAT                |  |
| VAT (               |  |
| AIR (1.1 or 1.65 %) |  |
| Net to be paid      |  |

**Read and accepted by the contractor**

(place of signature) \_\_\_\_\_ (date)

**Signature of Delegated Contracting Authority**

(place of signature) \_\_\_\_\_ (date)

**Registration**

**Document No. 10:  
Forms and models to be used by bidders**

## **Table of models**

**Annex No. 1: Model tender**

**Annex No. 2: Model bid bond**

**Model No. 3: Model final bond**

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

**Model No. 5: Model retention fund**

**Annex No. 6: Evaluation grid**

**Annex No. 7: Attestation of site visit**

**Annex No 8: Site Visit Report**

## Annex No. 1: Model tender

I, the undersigned \_\_\_\_\_ [indicate the name and capacity of signatory]

Representing the \_\_\_\_\_ company or enterprise or group with head office at \_\_\_\_\_  
registered in the trade register of \_\_\_\_\_ under the number No \_\_\_\_\_

Having taken cognisance of all the documents featured or mentioned in the Tender File including the addendum (addenda): the invitation to tender [recall the subject of the invitation to tender]

- After having personally taken account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. \_\_\_\_\_ at \_\_\_\_\_ [in figures and words] CFA francs exclusive of VAT and at \_\_\_\_\_ CFA francs Inclusive of all Taxes. [In figures and words].
- I pledge to execute the works within a deadline of .....months.
- I pledge to maintain my bid for [indicate duration of validity, in principle 90days for national invitations to tender 120 days for international invitations to tender] from the deadline of submission of bids.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Project Owner shall pay the sums due for this contract by crediting account No..... opened in.....Bank.....Branch

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

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

Signature of.....

in the capacity of.....duly authorised to sign the bids on behalf of.....

## ANNEX No. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

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

Or

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_

*[Bank's signature]*

**Annex No. 3: Model final bond**

Bank:

Reference of the bond: No \_\_\_\_\_

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

Whereas \_\_\_\_\_ *[name and address of Contractor]*, hereafter referred to as "the Contractor", has committed himself, in execution of the contract referred to as "the contract", to carry out *[indicate the nature of the works]*.

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 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 issue the Contractor 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 Contractor 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 sum 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 upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]

**ANNEX No. 5: Model of performance bond (Retention fund)**

Bank: \_\_\_\_\_

Reference of the bond: No. \_\_\_\_\_

Addressed to *[Indicate the Project Owner]*  
*[Address of Contracting Authority]*

Hereinafter referred to as "the Project Owner"

Whereas \_\_\_\_\_ *name and address of Supplier*] hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the works of *[indicate the subject of the works]*

Whereas it is stipulated in the contract that the retention fund fixed at *[percentage below 10 % to be specified]* of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,  
We, \_\_\_\_\_ *[name and address of the bank]*,  
Represented by \_\_\_\_\_ *[names of signatories]* and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Project Owner for a maximum amount of \_\_\_\_\_  
*[in figures and letters]* corresponding to *[percentage below 10 % to be specified]* of the contract price.

And we pledge to pay to the Project Owner within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Project Owner within the meaning of the contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to *[percentage below 10 % to be specified]* of the total amount of the works featuring in the final detailed account, without the Project Owner having to prove or give the reasons nor the motive for the amount of the sum indicated above.

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release issued by the Project Owner.

Any request for payment made by the Project Owner by virtue of this bond 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 and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

*[Signature of the bank]*

**ANNEX 6: EVALUATION GRID**

FOR OPEN NATIONAL INVITATION TO TENDER No05/ONIT/ NC/NCITB/2019 OF 25<sup>th</sup> January 2018  
FOR THE REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN (3.439km) IN NGOKETUNJIA  
DIVISION OF THE NORTH WEST REGION

**ADMINISTRATIVE DOCUMENTS.**

| NO   | DESCRIPTION   | YES | NO |
|------|---|-----|----|
| A.1  | Certified Copy of the Business Registration, not more than three months old.  |     |    |
| A.2  | Declaration of intention to tender stamped with the tariff in force.  |     |    |
| A.3  | Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.                                      |     |    |
| A.4  | Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.   |     |    |
| A.5  | Purchase receipt of tender file issued by public treasury   |     |    |
| A.6  | A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions per lot  |     |    |
| A.7  | An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)   |     |    |
| A.8  | An Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.   |     |    |
| A.9  | A valid Certificate of imposition certified by the chief of tax centre  |     |    |
| A.10 | Business License (photocopy certified by the chief of tax centre, not more than three months).  |     |    |
| A.11 | Certified Copy of a valid taxpayers card, delivered by the chief of tax centre  |     |    |
| A.12 | A Clearance Certificate signed by the chief of tax centre stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old. |     |    |

| EVALUATION GRID OF TECHNICAL BID |  |     |    |
|----------------------------------|--|-----|----|
| N°                               | EVALUATION CRITERIA AND SUB-CRITERIA   | YES | NO |
| <b>(B) ESSENTIAL CRITERIA</b>    |  |     |    |
| B.1                              | <b>LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS /General presentation of the tender files</b>  |     |    |
| B.1.1                            | -Document spirally bound<br>-Table of content page   |     |    |
| B.1.2                            | -Colour sheets separation<br>- Presentation of documents in the order given in this tender   |     |    |
| B2.1                             | List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for up to 2015 projects)<br>Minimum acceptable: 02 Contracts realized in the domain of building construction over the past 05 years |     |    |
|                                  | 1 <sup>st</sup> Reference  |     |    |
|                                  | 2 <sup>nd</sup> reference  |     |    |
| B.3                              | <b>QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF</b>   |     |    |
| B.3.1                            | <b>01 works supervisor (at least BSC or equivalent certificate)</b>  |     |    |
| B.3.1.1                          | Qualification of the works supervisor: (engineer of works certificate in Civil Engineering (BAC +3)<br>Professional experience of the project engineer ≥ 05 years (signed CV)  |     |    |
| B.3.1.2                          | <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> <li>➤ Attestation of availability</li> </ul>   |     |    |
| B.3.1.3                          | <ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed and dated by the candidate,</li> <li>➤ Attestation of inscription in the Order of Civil Engineers</li> </ul>   |     |    |
| B.3.2                            | <b>02 Site foremen(Civil Engineering Senior Technician)</b>  |     |    |
| B.3.2.1                          | <b>(Fore man 1)</b> Qualification of the Site foreman: (senior Technician certificate in Civil Engineering (BAC +2 equivalent certificate)<br>Professional experience of the Site foreman ≥ 05 years (signed CV)<br>A certified copy of  |     |    |
| B.3.2.2                          | <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> <li>➤ Attestation of availability</li> </ul>   |     |    |
| B.3.2.3                          | <ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed and dated by the candidate,</li> </ul>   |     |    |
| B.3.2.4                          | <b>(Fore man 2)</b> Qualification of the Site foreman: (senior Technician certificate in Civil Engineering (BAC +2 equivalent certificate)<br>Professional experience of the Site foreman ≥ 05 years (signed CV)<br>A certified copy of  |     |    |
| B.3.2.5                          | <ul style="list-style-type: none"> <li>➤ A certified copy of the technical diploma,</li> <li>➤ Certified copy of ID card</li> <li>➤ Attestation of availability</li> </ul>   |     |    |

This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 80% of the essential criteria taken in account.  
 The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 24/30 of the essential criteria.

|         |  |  |  |
|---------|--|--|--|
| B.3.2.6 | <ul style="list-style-type: none"> <li>➤ An Attestation of presentation of original of the technical diploma</li> <li>➤ CV signed and dated by the candidate,</li> </ul>                               |  |  |
| B.3.3   | Other personnel  |  |  |
|         | List of support staff  |  |  |
| B.4     | <b>LOGISTICS (Equipment put aside for this project)</b>  |  |  |
| B.4.1   | Proof of ownership or rental of a pick-up or other vans  |  |  |
| B.4.2   | Proof of ownership or rental of two dump trucks  |  |  |
| B.4.3   | Proof of ownership or rental of a compactor  |  |  |
| B.4.4   | Proof of ownership or rental of a grader   |  |  |
| B.4.5   | Proof of ownership or rental of a bulldozer  |  |  |
| B.4.6   | Proof of ownership or rental of a water spraying truck   |  |  |
| B.4.7   | Proof of ownership or rental of a front head loader  |  |  |
| B.4.8   | Proof of ownership or rental of a hand compactor   |  |  |
| B.5     | <b>TECHNICAL PROPOSALS</b>   |  |  |
| B.5.1   | Organizational chart of the project (Specify names of the personnel handling the various functions)  |  |  |
| B.5.2   | Logical sequence for the execution of the task   |  |  |
| B.5.3   | Quality control method   |  |  |
| B.5.4   | Environmental protection measures / source of material   |  |  |
| B.5.5   | Security and safety at the site  |  |  |
| B.5.6   | Duration of execution in respect with the Tender file  |  |  |
| B.5.7   | An attestation of financial capacity (solveny) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. 100% |  |  |
| B.5.8   | Attestation of site visit signed and dated by the director of the Company  |  |  |
| B.5.9   | Comprehensive report of site visit signed by the company administrator and justified by photos   |  |  |
| B.5.10  | Special Technical Clauses initialed in all the pages and last page signed and dated  |  |  |
| B.5.11  | Special Administrative Clauses completed and initialed in all the pages and last page signed and dated   |  |  |

**ANNEX 7: MODELE ATTESTATION OF SITE VISIT**

I the undersigned Mr./Mrs./Miss .....[Surname and Name of Director]The Director of ..... [Name of company] confirm that

Mr./Mrs./Miss ..... (Surname and Name)

Engineer of the Company:.....(Name of Enterprise),

**has actually visited the site which is going to receive the structure relative to tender OPEN NATIONAL INVITATION TO TENDER No 05/ONIT/MINATD/ NC/NCITB/2019 OF .....Jan 2019 FOR THE REHABILITATION OF SOME EARTH ROADS IN NDOP TOWN (3.439km) IN NGOKETUNJIA DIVISION OF THE NORTH WEST REGION**  
.....

The interested person declares:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of the job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall in no condition claim the Delegated Contracting Authority for any increase of unit price.

**In Testimony Whereof**, this present **ATTESTATION OF SITE VISIT** is established and issued to serve the purpose it deserves.

Date .....  
Stamp of enterprise

Signature and Names of the Engineer

## ANNEX 8: SITE VISIT REPORT

Name of Project.....

Name of Enterprise .....

1. CONTEXT OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE (access to the site, existing structures of road and bridge etc.)

Date.....

Name of Enterprise: .....

Stamp and signature of enterprise

# Document No. 11: Preliminary studies

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

## **Note on preliminary studies**

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, prior to commencing the procedure to award contracts or refer to the competent Tenders Board, ensure that draft tender files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

## Annex No. 7: Justification of preliminary studies

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the public or private Project Manager

2.3. References of the contract, if Private Manager carried it out;

2.4. If maintenance works

1.4.1 Description of the studies;

1.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.

1.5 Rehabilitation or new works

1.5.1 Are quantities in the quotations the same as those of the studies?

1.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

1.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the tender file.

- *The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.*

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

## **I- BANKS**

1. Afriland First Bank
2. BanqueAtlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Épargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

## **II- Insurancecompanies**

14. ChanasInsurance;
15. Activa Insurance
16. Zenitheinsurance SA BP Douala