REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

**REGIONAL TENDERS' BOARDS** 

REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS

# TENDER DOCUMENT

PROJECT OWNER:
THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR
THE NORTH WEST

CONTRACTING AUTHORITY:
THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD: THE NORTH WEST REGIONAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

Nº 1003 JONIT/GOV/RTB-NW/2019 OF 13 (03/22(4) FOR THE CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION.

FINANCING: <i>BIP</i> -2019	
AUTHORISATION: No	
IMPUTATION: No	•

## SUMMARY CONTENT OF THE TENDER FILE

Part n°01 Open National Invitation to tender (NCB)

Part n ° 02 General regulation for the call for tenders (GRCB)

Part n ° 03 Special regulation for the Call for tender (OMPP)

Part n ° 04 Special administrative Clauses (CCAP)

Part n ° 05 Special Technical condition (CCTP)

Part n ° 06 Unit price list

Part n ° 07 Bill of quantities

Part n ° 08 Model of unit price breakdown

#### **Annexes**

Part n ° 09 Technical Drawings (Plans)

Part n ° 10 Model of contract

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Part n° 13 Model of bid security

Part n.º 14 Model of performance Guarantee

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Part n° 16 Model of retention guarantee

Part n° 17 Format of references of the bidder

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Part n ° 19 Model form of qualifications and experience of the key personnel responsible for execution of the contract

Part n ° 20 List of banks of first order approved by the Ministry of finance

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

-GENERAL SECRETARIAT

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

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# **TENDER DOCUMENT**

PROJECT OWNER:
THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR
THE NORTH WEST

CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD: THE NORTH WEST REGIONAL TENDERS BOARD

OPEN NATIONAL INVITATION TO TENDER

N° 003 /ONIT/GOV/RTB-NW/2019 OF 13/03/00/9 FOR THE

CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST

REGIONAL DELEGATION OF POST AND TELECOMMUNICATION.

FINANCING: BIP-2019	
AUTHORISATION : No	•
IMPUTATION: No	
FINANCIAL YEAR 2019	·
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PAPTAI	

AVIS D'APPEL D'OFFRES/TENDER NOTICE

REPUBLIC OF CAMEROON Peace-Work-Fatherland

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

NORTH WEST REGION

REGION DU NORD OUEST

OFFICE OF THE GOVERNOR

SERVICES DU GOUVERNEUR

GENERAL SECRETARIAT

SECRETARIAT GENERAL

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS REGIONAL TENDERS' BOARDS

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

Nº ¿¿¿ JONIT/GOV/RTB-NW/2019 OF La/c & la culture des sites de NKWEN DE LA DELEGATION REGIONALE DU NORD OUEST.

Financement: BIP 2019 Authorization no: IMPUTATION:

1. Objet de l'Appel d'Offres

Dans le cadre d'exécution du Budget d'investissement Publics pour exercice 2019, le Gouverneur du Nord-Ouest, Autorité Contractante Délègue lance pour le compte de l'Etat Camerounaise, un appel d'offre National ouvert pour les travaux de construction de la clôture des sites de Nkwen de la Délégation Régionale de MINPOTEL du Nord Ouest.

#### 2. Consistance des travaux

Les prestations comprennent les opérations suivantes :

- Lot 000: TRAVAUX PREPARATOIRE
- Lot 100 : CLOTURE
- Lot 200 : MACONNERIE ;
- Lot 300: TRAVAUX METALLIQUE;
- Lot 400 : ELECTRICITE
- Lot 500 : PEINTURE ;
- Lot 600 : VRD

#### 3. Délais d'exécution

Le délai global d'exécution des travaux est de trois (03) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

#### 4. Allotissement

Les travaux sont subdivisés en un seul lot.

#### 5. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de Dix million huit cent mille (10 800 000) francs CFA TTC.

6. Participation et origine

La participation est ouverte à l'égalité de conditions à toutes les sociétés et entreprises de droits camerounais ayant une expérience avérée dans le domaine des bâtiments et du génie civil en général et non pas exclue par MINMAP.

7. Financement

Les travaux objet du présent appel d'offres sont financés par le Budget d'investissement Publics pour exercice 2019. **Authorization N°:** 

#### IMPUTATION No:

#### 8. Cautionnement provisoire

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission) établi, selon le modèle indiqué dans le dossier d'Appel d'Offres, par un établissement bancaire ou argent d'assurance agrée par le Ministère des Finances et d'un montant égal à 216 000 FCFA (deux cent seize mille) francs CFA.

Le cautionnement provisoire sera libéré d'office au plus tard trente (30) jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

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

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la Services du Gouverneur du Nord-Ouest.

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

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la Services du Gouverneur du Nord-Ouest sur présentation d'une quittance de versement d'une somme non remboursable de 19 300 (dix neuf mille trois cent) francs CFA au Trésor Public (Trésorerie Générale de Bamenda). Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

#### 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 tels, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans les services du Gouverneur du Nord-Ouest, au plus tard le 10/04/1009 à 11 heures, heure locale et devront porter la mention:

《AVIS D'APPEL D'OFFRES NATIONAL OUVERT >> N<sup>O</sup><u>さらう</u> JONIT/GOV/RTB-NW/2019 DU <u>13 / でく/できょり</u> POUR LES TRAVAUX DE CONSTRUCTION DE LA CLOTURE DES SITES DE NKWEN DE LA DELEGATION REGIONALE DU NORD OUEST.»

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

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

#### 12. Recevabilité des offres

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

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

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de trois (03) mois et valide le jour de l'ouverture des plis.

#### 13. Ouverture des plis

L'ouverture des offres aura lieu en un temps le  $\frac{|\psi|/|\psi|/|\psi|}{|\psi|}$  à 12 heures précises dans la salle de Conférence de la Commission de Passation des marchés Compétente en présence des soumissionnaires

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

#### 14. Critères d'évaluation

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

- lère étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2ème étape : Evaluation des offres techniques ;
- > 3ème étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

#### 14.1-Critères éliminatoires

- Absence ou non-conformité d'une pièce administrative ;
- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois);
- Fausses déclarations ou pièces falsifiées;
- Absence de la caution provisoire de soumission;
- Omission d'un prix quantifié dans le devis
- Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- Note technique inferieure de 75%;
- Offres financière incomplète;
- Non achèvement d'un projet pendant les années antérieurs sur l'entendue du territoire national et suspends par le MINMAP en 2019.

#### 14.2 Critères essentiels

L'évaluation sera faite sur la base des critères techniques prédéfinis pour une note globale de 100 points. Ces critères ont été groupés par rubriques ainsi qu'il suit :

- Présentation General de l'Offre;
- Capacité financière;
- Les références de l'entreprise dans le même domaine;
- qualification du personnel au site;
- méthodologie et Órganisation Technique du travail;
  - Les mesurés de sécurités sur le site;
- Attestation et report du visite du site;
- Les Clauses technique vise sur toute les pages;
- Les Clauses administratifs visé sur tous les pages.
- Capacité de pré financier

#### 15. Attribution

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

#### 16. Durée de validité des offres

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

#### 17. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus tous les jours aux heures ouvrables auprès de la Services du Gouverneur du Nord-Ouest.

Bamenda, le\_\_\_\_\_\_1 3 HARS 2019

Copies :

- DR/MINMAP/NW
- DR/MINPOSTEL/NO
- ARMP;
- CRTV/Bda;
- Présidents CPM ;
- Affichage./AECHIVES

Le Gouverneur du Nord-ouest,

Administrateur Civil Hors Echane

REPUBLIQUE DU CAMEROUN Paix -Travail - Patrie

PRESIDENCE DE LA REPUBLIQUE

MINISTERE DES MARCHES PUBLICS

DELEGATION REGIONALE NORD QUEST

SERVICE DES MARCHES DES INFRASTRUCTURES



REPUBLIC OF CAMEROON
Peace - Work - Fatherland

PRESIDENCY OF REPUBLIC

MINISTRY OF PUBLICS CONTRACTS

REGIONAL DELEGATION
NORTHWEST

SERVICE FOR INFRASTRUCTURAL CONTRACTS

OPEN NATIONAL INVITATION TO TENDER

N° 003 / ONIT/GOV/RTB-NW/2019 OF 13/03/2019 FOR THE

CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST

REGIONAL DELEGATION OF POST AND TELECOMMUNICATION...

**FINANCING: PIB 2019** 

Subject of the invitation to tender:

Within the framework of the execution of the 2019 PIB, the Governor of the North West Region, (Delegated Contracting Authority), on behalf of the State of Cameroon, hereby launches an open national invitation to tender for the construction of a fence around the Nkwen site of the North West Regional Delegation of Post and Telecommunication.

#### 2. Nature of Works

The works which are subject of this invitation to tender include the following:

- Lot 000 : PRELIMINARY WORKS
- Lot 100 : FENCE
- -. Lot 200: MASONARY WORKS;
- Lot 300 : METALLIC WORKS:
- Lot 400 : ELECTRICITY
- Lot 500 : PAINTING:
- LOT 600: PAVEMENT AND ENVIRONMENTAL WORKS:

#### 3. Execution deadline

The maximum execution deadline shall be three (03) calendar months, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

#### 4. Number of Lots

The works which are subject of this invitation to tender are grouped into a unique lot

#### 5. Estimated cost

The estimated cost after preliminary studies stands at Ten million eight hundred thousand (10 800 000) all taxes inclusive.

#### 6. Participation and origin

Participation is open under the same conditions to all Cameroonian Companies and business concerns that have proven experience in the field of building construction and civil engineering in general and who are not in a period of suspension by the authority in charge of public contracts.

#### 7. Financing

works which form the subject of this invitation to tender shall be financed by PUBLIC INVESTMENT BUDGET Exercice 2019; Authorization no: IMPUTATION:

#### 8. Bid bond

Bids shall be accompanied by a provisional deposit (Bank Guarantee Bond) established in accordance with the model annexed in the tender file by a banking institution or an insurance company approved by the Ministry of Finance and with a sum of 216 000 (Two hundred and sixteen thousands) FCFA.

The provisional deposit shall be automatically released not later than 30 (thirty) days following the expiration of the validity of the bids for bidders who shall not be retained. In the case where the bidder is awarded the contract, the provisional deposit shall be released after the constitution of the final bond.

# 9: Consultation of tender file:

The tender file may be consulted during working hours at the Governor's office North West Region.

#### 10. Acquisition of tender file:

The tender file may be acquired from the Governor's office North West Region, upon presentation of a non-refundable treasury receipt (Regional Treasury Bamenda) of 19 300 (Nineteen thousand three hundred) FCFA. Such a receipt shall identify the payer as representing the company that wants to participate in the tender.

#### 11. Submission of bids:

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at the Governor's office North West Region Bamenda not later than 10/04/2019 at 11.00am local time and should carry the inscription:

"OPEN NATIONAL INVITATION TO TENDER

NO COSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION...

"To be opened only during the bid opening session"

The offers or the bids submitted after the stipulated deadline shall not be received.

#### 12. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Governor, Senior Divisional Officer, Divisional

Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

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

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

13. Opening of bids:

noon prompt in the Conference Hall of the Governor of North West Region by the competent tender board.

Only bidders may attend or be duly represented by a person of their choice, who has full knowledge of the file and mandated in that capacity.

#### 14. Evaluation criteria

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

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

The criteria of evaluation shall be as follows:

#### 14.1-Eliminatory criteria

- Absence of a document in the administrative file;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents:
- Absence of bid bond;
- Omission of a quantified task on the bill of quantities and cost estimates
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Technical score not less than 75%
- Non completion of any project in the previous years in the North West Region or suspended by MINMAP for 2019.
- Incomplete financial file;

**14.2. Main qualification criteria:** The criteria relating to the qualification of candidates could indicatively be on the following:

- General presentation of the tender files:
- References of the company in similar achievements:
- Quality of the personnel per lot requested;
- Attestation and report of site visit;
- Technical organization of the works,
- Equipment's put aside for this project,

- Special Technical Clauses initialed in all the pages and signed, stamped and dated on the last page;
- Special Administrative Clauses completed and initialed in all the pages and signed, stamped and dated on the last page;
- Safety measures on the site.
- Pre-financial capability

#### 15. Award

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

#### 16. Validity of bids

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

#### 17. Complementary information

Complementary technical information may be obtained every day during working hours from the Governor's office North West Region.

F<sub>1</sub> 3 NARS 2019 **Bamenda**, the \_\_\_\_\_\_

The Governor of the North West Region

Copies:

- RD/MINMAP/NW
- ARMP
- RD/MINPOSTEL/NW
- CRTV/BDA( for wider diffusion)
- Chairpersons of TB
- Notice Boards

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REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

**GENERAL SECRETARIAT** 

REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

**REGION DU NORD OUEST** 

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

COMMISSION REGIONALE DE PASSATION
DES MARCHES PUBLICS

**REGIONAL TENDERS' BOARDS** 

# TENDER DOCUMENT

PROJECT OWNER:
THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR
THE NORTH WEST

CONTRACTING AUTHORITY:
THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD: THE NORTH WEST REGIONAL TENDERS BOARD

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FINANCING: BIP-2019	
AUTHORISATION : No	
IMPUTATION: No	
FINANCIAL YEAR 2019	

PART 02

GENERAL REGULATION FOR THE CALL FOR TENDERS (GRCB)

#### A.-Generalities

#### Article 1: Scope of the bid

- 1.1. The Governor of the North West Region hereinafter referred to as the Delegated Contracting Authority, launches an open national invitation to tender for the execution of the work described in the special clauses of this call for tenders (RFP). It is referred as "the work".
- 1.2. The successful bidder or contractor must complete the work within the period; indicated in the RFP, and which runs from the date of notification of the service order (SO) to start the work.
  - 1.3. In the following call for tender (LPO), the term "day" refer to a calendar day.

#### Article 2: Funding

The above works, subject of the present call for proposals, are financed by the Public Investment Budget 2019.

#### Article 3: Fraud and corruption

- 3.1. The Delegated contracting authority requires that bidders and contractors respect strictly the rules of professional ethics during the procurement process and execution of this contract. Under this principle, the contracting authority:
  - a. Defined for the purposes of this clause, the following expressions:
    - Is guilty of "corruption" anyone who offers, gives, solicits or accepts any benefit to influence the action of a public official in the allocation or the execution of a contract.
    - II. Is engaged in "fraudulent practices" anyone who distorts or misrepresents facts in order to influence the award or execution of a contract.
      - III. "Collusive practices" are any form of agreement between two or more bidders (with the knowledge of the Delegated contracting authority or not) to artificially maintain prices of the offers at a levels not corresponding to those that would result from the competition.
      - IV. "Coercive practices" are any form of damage to persons or their property or threats against them to influence their action in the attribution or the execution of a Contract.
  - b. Shall reject any award proposal if it is proven that the proposed contractor is, directly or through an agent, convicted of corruption or engaged in fraudulent, collusive or coercive practices for the award of the said contract.
- 3.2. The Minister of Publics contracts, Authority in charge of public contracts may on a provisional basis, take a decision to band any bidder for a period not exceeding two (2) years, that is recognized guilty of influence, conflicts of interest, fraud, corruption or production of no-authentic documents in the bid submission, without prejudice to the criminal prosecution that could be engaged against him.

#### Article 4: Qualification of the bidder

- 4.1. Bidders shall, as part of their offer:
  - a. Submit an authorization enabling the signatory of the bid to engage the bidder.

Submit all information (complete or update the information attached to their application for pre-qualification may have change, to the case where the candidates were the subject of a pre-qualification) requested from bidders, in the OMPP, to establish their qualification to run the contract.

The following information is required if applicable:

- i. The production of certified balance sheets and a recent turnover figures.
- ii. Access to a credit line or provision of other resources;
- iii. Previous jobbing orders and on-going contracts attributed;
- iv. On-going disputes;
- v. The availability of the necessary equipment.
- 4.2. The bids submitted by two or more grouped entrepreneurs (co-contracting) must meet the following conditions:
  - a. The offer must include for each of the bidders in the co-contracting, all the information listed in section 4.1 above. The special regulation of the Call for Tender(PRCT) must specify the information to be provided by each Member of the Group;
  - b. The nature of the group must be specified and justified by the production of a group agreement in good and due form;
  - c. The Member of the Group designated to lead, shall represent all the enterprises engaged in the consortium in front of the Delegated contracting authority for the execution of the contract;
  - d. In case of co-contracting, co-contractors share the amounts that are paid by the Delegated contracting authority in a single account; however, each company is paid by the Delegated contracting authority in a unique account, when it comes to a joint group.
  - 4.3. Bidders must also submit detailed proposals to show that they conform to the technical specifications and the time frames specified in the special regulation of the Call for Tender.
  - 4.4. Bidders requesting for a preferential margin, must provide all the information necessary to prove that they meet the eligibility criteria described in the special regulation of the Call for Tender.

#### Article 5: Visit of the site

Each bidder shall visit and inspect the site of the work and its surroundings and by himself, and under his own responsibility, gather all the information as may be necessary for the preparation of the offer and the performance of the work. A certificate of site visit will be issued on this occasion by the contracting Authority. The observations of the bidder will be recorded in the site visit report annexed to the technical offer.

#### B. TENDER FILE

#### Article 6: Document constituting the tender file (DAO)

- 6.1. The tendering file described the works, subject of the contract, establishes the consultation procedures of the contractors and special contract conditions. In addition to the amendment(s) published in conformity to article 8 of the General regulations of the Call for tender (RGAO), it includes the following documents:
  - 1) The invitation to tender notice (OAA);
  - 2) General Regulation of the call for tender (RGAO);
  - 3) Special Regulation of the call for tender (OMPP);
  - 4) Specification of the Special administrative Clauses (CCAP);
  - 5) Specifications of the special Technical Clauses (CCTP);
  - 6) Unit price schedule;
  - 7) Estimated Bill of Quantities;
  - 8 Format of Sub-Detail of unit prices;
  - 9) Drawings and other elements of the technical file;
  - 10) Model engagement letter by bidder;
  - 11) Model bid submission letter;
  - 12) Model bid bond;
  - 13) Model performance guarantee;
  - 14) Model bank guarantee for the refund of start-up advance of;
  - 15) Model of draft contract;
  - 16) Lists of banks of 1st order approved by the Ministry in charge of finance;
  - 17) Table of references of the bidder;
  - 18) Table of key materials and equipment of the contractor;
  - 19) Model of qualification and experience of the key personnel responsible for enforcement of the contract.
- 6.2. The bidder must consider all of the regulations, forms, conditions and specifications contained in the DAO. He is invited to provide all the information requested and to prepare a compliant offer in all aspects. Any deficiency can lead to the rejection of its offer.

#### Article 7: Clarification made to the tender file

7.1. Any bidder seeking clarification on the DAO can apply to the Delegated contracting authority in writing at the address of the Delegated contracting authority indicated in the notice of call for proposals. The Delegated contracting authority will respond in writing to any request for clarification received at least fourteen (14) days before the date of filing offers.

A copy of the response of the Contracting authority, indicating the question but not mentioning its author, is addressed to all bidders who purchased the DAO.

- 7.2. From the publication of the invitation to tender notice and the opening of the files, any bidder who is aggrieved in the procedure of public procurement can bring a motion to the Contracting authority.
- 7.3. The remedy must be addressed to the Delegated contracting authority with a copy to the Chairman of the Council Tender Board commission and ARMP. It must reach the Delegated contracting authority no later than fourteen (14) days before the date of opening of tenders.
- -7.4. The Delegated contracting authority has five (5) days to respond. The response is copied to ARMP.

#### Article 8: Modification of the tender file

- 8.1. The Delegated contracting authority can, at any time before the deadline of tenders and for any reason, whether on its own initiative or in response to a request for clarification by a bidder, modify the tendering file by publishing an additive.
- 8.2. Any additive so published will be an integral part of the tenders file as presented in Article 6.1 of the RGAO and will be communicated in writing to all bidders who purchased the DAO.
- 8.3. To give bidders sufficient time to take account of the additive in the preparation of their offers, the Delegated contracting authority will be able to see, as much as necessary, the deadline for submission of offers, under the provisions of section 18 of the RGAO.

#### C. PREPARATION OF THE BIDS

#### Article 9: Costs of submission

The candidate will bear all the costs associated with the preparation and presentation of its offer, and the Delegated contracting authority is not responsible for any of these costs, or to settle them, regardless of the conduct or outcome of the tender procedure.

#### Article 10: Language of the bid

The bid, all correspondence and all documents exchanged between the bidder and the Delegated contracting authority will be written in English or French.

#### Article 11: Composition of the bid

11.1. The bidder's offer will include documents detailed in the OMPP, duly completed and grouped in three volumes:

#### a. Volume 1: Administrative documents

It includes:

- I. All documents stating that the bidder:
  - ☐ Has complied to all declarations provided for by the laws and regulations in force:
  - □ Is current with his taxes, contributions, fees or levies of any kind whatsoever;
  - ☐ Is not in a State of liquidation or bankruptcy;

- Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.
- II. Bid bond(s) issued is in conformity with the provisions of article 15 of the present RGAO:
- III.A written confirmation authorizing the signatory of the offer to engage the bidder
- IV. The CCAP is duly initialled on each page and signed on the last page.
- V. Localization plan is duly signed by the authority concern.

#### b. Volume II: Technical Offer

#### It includes:

- I. Attestation of site visit and the site visit report;
- II. Personnel: the contractor will present the competent technical staff and workers he intends to hire before the beginning of the work (attach to each staff CV signed by the candidate; certified copy of technical diploma and the attestation of availability signed by the candidate);
- III. Site equipment: The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work (providing registration certificates, invoices and certificates of technical visit of rolling equipment);
- IV. References of the company (the contractor will provide contracts or Jobbing orders for similar work carried out as well as related minutes of reception);
- V. The technical note on the methodology of intervention of the work: the company will produce a technical note dated and signed providing all the information concerning the mode of execution of the works, the planning of intervention, the expected output, provision of materials or site materials, the potential advantages in terms of safety of the environment and the Organization of the company,
- VI. The CCTP duly initialled on each page and signed on the last page;
- VII. Attestation of solvency of the contractor.

#### c. Volume 3: Financial offer

#### It includes:

- I. The submission letter, in original drafted according to the model attached, stamped at the rate in force, signed and dated;
- II. The unit price schedule duly completed, with an indication of the unit price excluding VAT in letters and figures;
- III. Detail Bill of Quantities and cost estimate of the work completed;

IV. Sub-details of the different prices according to the model attached;

Bidders will therefore use the parts and models provided in the DAO, subject to the provisions of section 15.2 of the RGAO on the other possible forms of bid security.

11.2. If, in conformity to the provisions of the RPAO, bidders bidding for several lots of the same invitation to tender, they can indicate the discount or rebates in case of allocation of more than one lot.

#### Article 12: Amount of the bid

- 12.1. Unless otherwise indicated in the DAO, the amount of the contract will cover all of the work described in section 1.1 of the RGAO, on the basis of the bill of quantity and cost estimates presented by the bidder.
- 12.2. The bidder will fill the unit and total price of all the items as well as the detail estimated quantities.
- 12.3. Subject to contrary provisions in the RPAO and CCAP, all the taxes and fees payable by the contractor in respect of the future contract, where otherwise, thirty (30) days before the deadline for submission of tenders will be included in the bid prices and in the total amount of its offers.
- 12.4. If the terms of revision and/or updating of prices are provided in the contract, the date of establishment of the initial price and methods of review and/or discount price must be specified. Provided that any contract whose execution time is at most equal to one (1) year may not be the subject of price revision.
- 12.5. All unit prices shall be justified by sub-details established in accordance with the format proposed in section no 08.

#### Article 13: Bid Currency and settlement

- 13.1. The amount of the contract is written entirely in CFA FRANCS. The amount of the bid, the unit price of the prices schedule and quantitative and estimated detail prices are labelled entirely in CFA FRANCS in the following manner:
  - (a) Prices will be entirely denominated in CFA FRANCS. The bidder willing to spend money in other currencies for the execution of the work, will indicate in annex to the submission, the percentage of the amount of the offer required to cover needs in foreign currencies, without exceeding a maximum of three currencies of Member country of the institution financing the contract.
  - (b) The exchange rates used by the bidder to convert its offer in national currency will be specified by the bidder in the annex of the submission. They will be applied for any payment in respect of the contract, so that no foreign exchange risk is supported by the winning bidder.

#### Article 14: Validity of bids

- 14.1. The offers shall remain valid for Ninety (90) days. Any offer with validity less than this period will be rejected by the Delegated Contracting authority.
- 14.2. In exceptional circumstances, the Delegated contracting authority may seek the consent of the bidder for an extension of the period of validity. The application and responses to be made will be in writing. The validity of the submission guaranty under article 15 of the RGAO will be similarly extended for a corresponding period. A bidder may refuse to extend the validity of the offer without losing its bid bond. A bidder who agrees for an extension will not be asked to modify its offer, or will be allowed to do so.
- 14.3. When there is no article in the contract for the revision of prices and the period of bid validity is extended over sixty (60) days to the date of notification of the contract award or of the service order of start work to the successful bidder, as provided in the CCAP, the effect of actualization is not taken into account for the purposes of the assessment.

#### Article 15: Guarantee of submission

- 15.1. In application of article 10 of the RGAO, the bidder will provide a bid bond of the amount specified in the OMPP, which will be an integral part of its offer.
- 15.2. The bid bond must be in conformity with the model presented in the DAO.
- 15.3. Any offer not accompanied by an acceptable bid bond will be rejected by the tenders board as no-compliant. The bid bond of a group must be established in the name of the agent mandated to submit the bid and each member of the grouping must be mentioned.
- 15.4. The bid bonds and bids of unsuccessful bidders shall be returned within a period of fifteen (15) days from the date of publication of the results.
- 15.5. The bid bond of the successful bidder shall only be released as soon as the latter has signed the contract and has provided the required performance guarantee.
- 15.6. The bid bond may be seized:
  - a. If the bidder withdraws his bid during the period of validity;
  - b. If the bidder selected:
    - ☐ Fails to fulfil its obligation to accept the contract pursuant to the results of award of the contract, or
    - ☐ fails to provide the performance guarantee pursuant to section 30 of the RGAO.

#### Article 16: Form and signature of the bid

16.1. The bidder will prepare an original of the constituent documents of the offer described in section 11 of the RGAO, in a volume bearing clearly the indication "ORIGINAL". In addition, the bidder shall submit the number of copies required by

the OMPP, bearing the indication "COPY". In case of discrepancy between the original and the copies, the original will be taken.

- 16.2. The original and all copies of the offer must be typed or written in eligible ink and will be signed by the person duly empowered to sign on behalf of the bidder. All pages of the offer including overleaf will be initialled by the person (s) mandated to sign the offer.
- 16.3. In the offer there shall be no amendment, deletion or overloading, unless such corrections are initialled by the signatories of the bid.

#### A. DEPOSITION OF BIDS

#### Article 17: Sealing and marking of tenders

- 17.1. The bidder will place the original and copies of the constituent documents of the offer in two separate and sealed envelopes marked "Original" and "Copy", as the case may be. These envelopes will then be placed in an outer envelope which will also have to be sealed, but that should give no indication of the identity of the bidder.
- 17.2. The inner and outer envelopes
- a. Will be addressed to the Delegated contracting authority as indicated in the OMPP;
- b. Will bear the name of the project, the number of the invitation to tenders in the OMPP, and the mention "To be opened only during the bid opening session" and also specify the lots.
- 17.3. The inner envelopes shall bear the name and address of the bidder to enable the Delegated contracting authority to return the offer sealed if it was submitted after the date and time limit under the provisions of article 19 of the RGAO or to satisfy the provisions of article 20 of the RGAO.
- 17.4. If the outer envelope is not sealed and marked as specified in sections 17.1. and 17.2. above, the Delegated contracting authority will not be responsible if the offer is lost or open prematurely.

#### Section 18: Date and time limits to deposit offers

- 18.1. Offers must be received at the service of the Governor of North West Region at the specific hours indicated in the OMPP.
- 18.2. The Delegated contracting authority may at its discretion, extend the deadline fixed for the deposition of bids by publishing another date in accordance with the provisions of **section 7** of the RGAO. In this case, all the rights and obligations of the bidders and the Delegated contracting authority previously governed by the initial date limit shall be governed by the new date limit.

#### Article 19: Offers out of time

Any offer received by the Delegated contracting authority after the date and time limit for the submission of tenders under article 18 of the RGAO will be declared out of time and, therefore, rejected.

#### Article 20: Modification, Substitution and withdrawal of tenders

- 20.1. A bidder may modify, replace or withdraw its offer after submission, provided a written notification for the modification or withdrawal is received by the Delegated contracting authority before the expiration of the period prescribed for the submission of bids. Such notification must be signed by a mandated representative. Modification or the corresponding bid to be replaced shall be attached to the written notification. The envelopes should be clearly marked depending on the situation, the mention "Withdrawal" and "Offer of replacement" or "Modification."
- 20.2. The notification of the modification, replacement or the withdrawal of the bid by the bidder shall be prepared, sealed, marked and sent in accordance with the provisions of section 15 of the RGAO. Withdrawal may also be notified by fax, but must in this case be confirmed by a duly signed written notice, with the date, the postmark being authentic, and must not be after the deadline set for the submission of tenders.
- 20.3. The offers which the bidders asked for the withdrawal pursuant to section 19.1 will be returned to them without having been opened.
- 20.4. Offer cannot be withdrawn within the interval between the deadline for the submission of tenders and the expiration period of validity of the offer as on the bid form. The withdrawal of bid by any bidder during this interval leads to the bid bond being forfeited pursuant to the provisions of article 15.6 of the RGAO.

#### B. OPENING OF TENDERS AND EVALUATION OF OFFERS

#### Article 21: Opening of Bids

The tender's board shall proceed to open the bids in the presence of the bidders or their duly mandated representatives having a perfect knowledge of the bid.

#### Article 22: Confidential nature of the procedure

- 22.1. No information on the examination, evaluation, comparison of the tenders, the verification of the qualification of bidders, and the recommendation of award of the contract shall be given to bidders or to any other person not concerned in this process until the award of the contract shall be made public by the Contracting authority.
- 22.2. Any attempt by a bidder to influence the Tender's board or the Sub-Committee for analysis in the evaluation of bids or the Delegated contracting authority in the award decision may lead to rejection of its offer.
- 22.3. Notwithstanding the provisions of paragraph 18.2, between the opening of tenders and the award of the contract, if a bidder wishes to enter in contact with

the Delegated contracting authority for reasons related to its offer, he must do so in writing.

Article 23: Clarification on the offers and contact with the Contracting authority

23.1. To facilitate the examination and comparison of offers, the Chairman of the Tender's board may, at his discretion, ask any bidder for clarification on the bidder's bid. The request for clarification and the response shall be in writing, but no change in the amount or the content of the submission is sought, offered or permitted, unless it is necessary to confirm the correction of arithmetic errors discovered by the Sub-Commission for analysis in the evaluation of bids.

23.2. Subject to the provisions of paragraph 1 above, bidders are not allow to have contact with any member of the tender's board and that of the Sub-committee for analysis for issues related to their bids, between the opening of tenders and the award of the contract.

## Article 24: Determining the conformity of tenders

24.1. The Sub-Commission for analysis shall carry out a detailed examination of the offers to determine if they are complete, if the required guarantees have been provided, if the documents were properly signed and offers are generally in good order.

24.2. The Sub-Commission shall determine if the offer is substantially responsive to the requirements of the DAO based on its content without recourse to extrinsic evidence.

#### Article 25: Correction of errors

25.1. The Sub-Commission shall check the bids found substantially responsive with the requirements of the DAO for any correction of arithmetic errors. The Sub-Commission for analysis will correct the errors in the following ways:

- a. If there is a contradiction between the unit price and the total price obtained by multiplying the price by the amount, the unit price will govern and the total price will be corrected, unless, in the opinion of the Sub-Commission for analysis, the comma of the decimal digits of the unit price is obviously poorly placed, in which case the total price indicated will prevail and the unit price will be corrected.
- b. If the total obtained by addition or subtraction of the subtotals is not correct, the subtotal as indicated will govern and total will be corrected.
- c. If there is a contradiction between the price indicated in words and figures, the amount in words will be govern, unless this amount is related to an arithmetic error confirmed by the sub detail of the said price, in which case the amount in figures will prevail subject to paragraphs (a) and (b) above.

25.2. The bid amount will be corrected by the Sub-Commission for analysis, in accordance with the procedure of correction of errors mentioned above and with the confirmation of the bidder, such amounts will be deemed to hire him.

25.3. If the bidder having presented the lowest evaluated bid price does not accept the corrections on his bids, its offer will be rejected and the bid bond forfeited.

#### Article 26: Evaluation and comparison of the financial offers

Only offers accepted, in conformity according to the provisions of section 24 of the RGAO, will be evaluated and compared by the Sub-Commission for analysis. By evaluating the tenders, Sub-Commission for analysis will determine for each offer the evaluated amount by correcting the amount as follows:

- By correcting any possible error in accordance with the provisions of article 25 of the RGAO.
- Excluding provisional sums and, the provisions if any, for contingencies in the detail bill of quantities and summary, but by adding the amount of day work, when they are competitively price as specified in the OMPP.

#### **ATTRIBUTION of Contract**

#### Article 27: Award

The Delegated contracting authority will award the contract to the bidder whose offer has been recognized substantial responsive to the requirement of the DAO and which has the technical and financial capacity required to carry out the contract in a satisfactory way and in which the offer has been evaluated the lowest offer.

# Article 28: Right of the Delegated contracting authority to declare an invitation to tender unfruitful or cancel a procedure

The Delegated contracting authority reserves the right to cancel a tender procedure after approval from the Minister Delegate in charge of Public Contracts when the bids were opened or declare an unsuccessful tender following the opinion of the competent tender's board, without thereby incurring any claims from the affected bidders.

#### Article 29: Notification of the award of the contract

Before the expiry of the bid validity period fixed by the OMPP, the Delegated contracting authority shall notify the award of the contract to the successful contractor confirmed by fax, by registered letter or by any other means available to do it. This notification letter will indicate the amount HT that the Delegated contracting authority shall pay to the contractor in respect of execution of works and the duration.

#### Article 30: Final bond

- 29.1. Within twenty (20) days from the notification of the contract by the Contracting authority, the contractor will provide to the Delegated contracting authority a performance guarantee in the form stipulated in SMCC, in accordance with the model provided in the DAO.
- 29.2. The absence of producing of performance guarantee within the prescribed time is likely to give rise to the termination of the contract under the conditions provided in the CCAP.

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

COMMISSION REGIONALE DE PASSATION
DES MARCHES PUBLICS

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

**REGION DU NORD OUEST** 

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

# TENDER DOCUMENT

PROJECT OWNER:
THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR
THE NORTH WEST

CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD: THE NORTH WEST REGIONAL TENDERS BOARD

	- OPEN NATIONAL INVITATION TO TENDER	
No_	/ONIT/GOV/RTB-NW/2019 OF	FOR THE
CONS	TRUCTION OF A FENCE AROUND THE NKWEN SITE OF 1	THE NORTH WEST
	REGIONAL DELEGATION OF POST AND TELECOMMUN	NICATION.

FINANCING: BIP-2019

AUTHORISATION: No ......

IMPUTATION: No. .....

**FINANCIAL YEAR 2019** 

**PART 03** 

SPECIAL REGULATION FOR CALL FOR TENDER (OMPP)

The following provisions, which are specific to the works being the subject of the invitation to tenders, supplement or, if necessary, modify the provisions of the RGAO.

Article 1: Purpose of the tenders

The Governor of the North West Region, Delegated contracting authority launches an Open National Invitation to tender for the construction of a fence around the Nkwen site of the North West Regional Delegation of post and telecommunication.

#### Article 2: Execution time

The maximum period of execution of works, which shall commence as from the date of notification to the Contractor of service order to start work shall be Three (03) Calendar months

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Works concerned being subject of this invitation to tender, will be funded by the Public Investment Budget 2019.

**Article 4: Consistency of offers** 

Each offer of bid drafted in English or French in Seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at the Governor's office North West Region not later than \_\_\_\_\_at 11.00 am local time and should carry the inscription:

# "OPEN NATIONAL INVITATION TO TENDER NO \_\_\_\_\_\_ONIT/GOV/RTB-NW/2019 OF \_\_\_\_\_\_ FOR THE CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION...

"To be opened only during the bid opening session"

The offer shall include a file for administrative documents, a file for technical documents and a file for financial documents.

## A file of Administrative documents (in envelope A)

It shall consist of the following documents stapled or place in the following order of enumeration.

- 1. **Undertaking by** the bidder stamped, signed and dated in conformity with the model attached with a fiscal stamp
- 2. Attestation of non-bankruptcy dating less than 3 months, issued by the Court of competent jurisdiction of the place of residence of the bidder.
- 3. Attestation of Bank account of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance.
- 4. Bank guarantee on the list of banking institutions and insurance companies of the first order approved by the Ministry in charge of finance, for an amount in francs CFA of 216 000 (Two hundred and sixteen thousands) FCFA..
- 5. Treasury Receipt of purchase of the DAO, as stipulated in the notice of call for tenders.

- 6. Attestation of C.N.P.S, valid and for the tender concern.
- 7. A **no-exclusion certificate** attesting that the bidder is not the subject of a temporary or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP
- 8. An attestation of the bidder's fiscal obligations signed by the competent Taxation authority dated at most 3 months.
- 9. A current certified copy of taxpayer card valid, dated at most 3 months.
- 10. A current certified copy of business license valid and less than 3 months.
- 11. Power of attorney.
- 12. The group agreement if necessary.
- 15. CCAP duly initialled on each page, signed and dated to the last page.
- 16. Plan and attestation of localization signed by the taxation authorities.

In case of grouping each Member must submit complete administrative documents, the documents 3, 4, and 5) below can only be presented by the representative of the group.

(b) Technical file (in the B envelope)

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
81 B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (list of equipment and tools)	Attach certified copies of title deeds, receipts, etc. These equipments and tools must be present at the site before and during each phase
B2	Personnel list	It shall contain:  Works Supervisor: at least a Senior Civil, Engineering technician with at least 5years' experience in the field of construction.  Foreman: at least a Senior technician holder with at least 3 years' experience in the domain of Construction.  Chief Builder each being Chief carpenter a holder Chief Electrician of atleast Chief painter CAP	Attach for each person a CV signed and dated, as well as a certified copy of certificate. (all key personnel must present a commitment of availability duly signed and must present a certified copy of a valid national identity card)
В3	Organisation of works/ methodology	In conformity with article 7 below, it shall show clearly the organisation of the enterprise ( methodology of execution, work schedule, site installation, supply of materials, etc)	Date, signature and stamp of bidder at the end of document
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor.(only 30% of the contract may be

			sub-contracted)
B5	Attestation of site visit	Attestation of visit to the site where the works are to be carried out. A site visit report signed by the Works Supervisor or site Foreman.( see attached format)	Dated and signed by the Contractor on honour with pictures attached
<b>B6</b>	References of the enterprise.	List of similar jobs executed in the past ten (10) years by the enterprise and or other civil engineering works realised. (see attached format)	Amount of works, copies of (1st and last pages) and minutes of reception for all works executed before 2018 and minutes of provisional reception from 2018 projects and above
В7	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.
В8	Technical specifications	Provided in tender file.	Initialled on every page Signed ,dated and stamped on the last page

#### (c) Financial documents (in the C envelope)

It contains:

	ii comains.				
No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION		
C1	The tender (Application letter)	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder.  A Fiscal stamp of 1000 FCFA.		
C2	Unit Price Elaboration	Format to be completed showing detail breakdown of prices.	Initials on each page, all pages stamped.		
С3	Bill of Quantities and Cost Estimates	Format to be completed.	Initials on each page, dated, signature on the last page, all pages stamped.		
C4	Price enclosure Slip	Format to be completed showing the unit prices.	Initials on each page and signature on last page, all pages stamped with enterprise function stamp.		

#### Article 5: Currency of bid and settlement

- 5.1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the price Bill of quantities and sub detailed of unit prices shall be entirely in CFA FRANCS in the following manner:
- a. Prices will be entirely settled in CFA FRANCS. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, will indicate in an annex to his submission, the percentage of the amount of the offer required to

cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.

b. The exchange rates used by the bidder to convert its offer in national currency will be the rate of the day of the deposition of the bids. This exchange rate will be applied for any payment in respect of the contract, so that no foreign exchange rate risk is supported by the successful bidder.

The contract prices are firm and no-revisable.

#### Article 6: Submission of bids

# "OPEN NATIONAL INVITATION TO TENDER NO \_\_\_\_\_/ONIT/GOV/RTB-NW/2019 OF \_\_\_\_\_\_ FOR THE CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION.". "To be opened only during the bid opening session"

#### Article 7: Evaluation of tenders

#### 7.1. Opening of tenders

The opening of the bids will be in one (1) stage. The opening of Administrative, technical and financial documents shall take place on the \_\_\_\_\_\_ at 12.00 noon in the conference hall of the Governor of the North West Region by the competent tenders' board.

Only bidders or their duly mandated representatives with a perfect knowledge of their offer shall attend this opening session.

Representatives of bidders will have to present a document stating their presence at the opening of tenders.

#### 7.2. Clarification on the offers

To better understand the bids, the tender's board has flexibility to seek for clarification from the bidders. The request for clarification and the response will be done in writing. No change of the offer price will be requested, proposed or authorized.

#### 7.3. Examination of bids

The tenders' board shall examine the bids to determine if they are complete, if the required guarantees have been provided, if the documents were produced following the DAO requirements, whether they contain calculation errors and if the bids are generally in good order. Any calculation errors will be corrected on the following bases:

 If there is a calculation error, the total price will be corrected on the basis of the unit price. - If there is a contradiction between the price in words and the price in figures, the price in word will govern.

#### 7.4. Evaluation and comparison of tenders

The technical sub-committee shall evaluate and compare the bids which were previously found substantially responsive to the conditions of the present call for tenders. This evaluation will exclude and will not take into consideration any price variation clauses included in the submission.

The evaluation of bids shall be in two steps:

- \*\* The technical evaluation and
- \*\* The financial evaluation.

#### 7.4. 1. Technical evaluation

#### 7.4.1. 1. Eliminatory criteria

Eliminatory criteria will focus on the following aspects:

- Absence of a document in the administrative file;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents:
- Absence of bid bond;
- Omission of a quantified task on the bill of quantities and cost estimates
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Technical score not less than 75%
- Non completion of any project in the previous years in the North West Region or suspended by MINMAP for 2019.
- Incomplete financial file;

#### 7.4.1. 2 Essential criteria

#### (a) The company's references:

Experience of the company, in a similar work for the past ten (10)year. The bidder must justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amount from the realizations and the quality of the work (certificate of completion and/or minutes of provisional or final reception and related contracts, and jobbing orders).

#### (b) Essential equipment

Essential equipment that the contractor should be made available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials.

#### (c) The qualification of site personnel:

- A Works Director having the qualification and experience of at least five years in similar works and volume and occupying the same position to be assigned for (attached certified copy of certificate of at least a civil Engineer or its equivalents, CV and attestation of availability signed by candidate.
- □ A site Foreman with the qualification and experience of at least three (3) years in similar works and volume and occupying the same position (attached a certified copy of certificate at least a higher technicians Civil Engineering or equivalents in Civil Engineering, CV and attestation of availability sign by candidate).
- ☐ And team leaders or builders or semi-skilled workers.

#### (d) The methodology of intervention and execution of work:

The company will produce a technical note dated and signed on the last page providing information about:

- i. The mode of execution of the works.
- ii. The planning of intervention, the expected output.
- iii. The supply of materials or site equipment.
- iv. Measures of safety and protection of the environment.
- v. Administrative and technical organization of the enterprise.

#### E. The self-financing capacity:

An attestation of financial credibility issued by a first rate banking institution (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.)

The available amount must be at least equal to 56.6% of the value of the works of the contract.

#### 7.4.1. 3 other criteria

#### General presentation of bids:

Bidders must submit bids legible and in accordance with the models of attachments in annexes.

#### 7.4.1. 4 Evaluation grid

NB: For a criterion to be validated, it must have at least 75% of the "Yes".

General presentation of bids	
- Presence of all documents	yes/no
- Properly bind	yes/no
- Table of content	yes/no
- Separators in colour apart from white	yes/no
- Order prescribed respected	yes/no
- Clearness of the documents	yes/no
	/6
a. The company references	

References of the company in civil construction or similar works for the past ten (10) years:	
<ul> <li>First project Contract registered (1st and last page) and PV of final reception for 2017 and PV of provisional reception for 2018 projects and above 10 million</li> </ul>	yes/no
<ul> <li>Second project Contract registered (1st and last page) and PV of final reception for 2017 or PV of provisional reception for 2018 projects and below 10 million</li> </ul>	yes/no
TOTAL 2	/2
b. Equipment	
- Proof of ownership or hired of a concrete mixer in good operating	yes/no
- Proof of ownership or hired of a vibrator in good operating condition	yes/no
- Proof of ownership or hired of a vehicle (Pick up 4 x 4 or van) (Hired or owned)	yes/no
- Proof of ownership of masonry tools kids	Yes/no
- Proof of ownership of carpentry tools kids	yes/no
- Proof of ownership of electrical tools kids	Yes/no
- Proof of ownership of painting tools kids	Yes/no
TOTAL 3	/7
c. Qualification of site personnel	
- Organizational Chart of the enterprise	yes/no
- Coherence of the Organizational Chart of site with comments	yes/no
Works Director: Senior Civil, Engineering Technician at least 3 years of experience	
- Certified copy of valid national identity card	yes/no
- Diploma of work Director certified	yes/no
- CV signed and dated by works Director	yes/no
- Professional experience of works Director at least three years	yes/no
- Attestation of availability dully signed by bearer and dated	yes/no
Site foreman: Senior technician at least 3years of experience	
- Certified copy of valid national identity card	yes/no
- Certified copy of certificate of Foreman	yes/no
- CV signed and dated by site foreman	yes/no
- Professional experience of site foreman at least three years	yes/no
Attestation of availability	yes/no
Chief builder: CAP in masonry at least three years	
- Certified copy of valid national identity card	yes/no
- Certified copy of diploma	yes/no

- Cv signed and dated	yes/no
- Attestation of availability	Yes/no
- Professional experience of at least three years	Yes/no
Chief carpenter: CAP in wood joinery at least three years	
- Certified copy of valid national identity card	yes/no_
- Certified copy of diploma	yes/no
- Cv signed and dated	yes/no
- Attestation of availability	Yes/no
- Professional experience of at least three years	Yes/no
Chief painter: CAP/trade certificate in painting affeast three years	-
- Certified copy of valid national identity card	yes/no
- Certified copy of diploma	yes/no
- Cy signed and dated	yes/no
- Attestation of availability	Yes/no
- Professional experience of at least three years	Yes/no
TOTAL 4	/27
d The methodology of intervention and execution of work	_
- Attestation of site Visit signed by the bidder and by honour with pictures	yes/no
Site Visit report signed and dated by bidder or dully authorised representative	yes/no
- Detailed technical note on the organization and execution of works	yes/no
- Coherence synbchronized Planning of execution of works	yes/no
- Coherence of Individual Protection Plan (IPP) within the building site	yes/no
- Coherence of the General Security and Safety Plan (GSSP) within the building site	yes/no
- Description of the socio - environment measures for site protection	yes/no
- Coherence in the methodology of execution of works	yes/no
- Coherence in the organization of the site	yes/no
-Plan of supply of constructional materials and storage conditions	yes/no
- CCTP dully initialled on each page, signed and dated on the last page	yes/no
TOTAL 5	/11
e Pre-financing	
Attestation of credibility shall be at least 75% of the bid price	yes/no
TOTAL	/1
TOTAL = TOTAL1 + TOTAL2+ TOTAL3+ TOTAL4+ TOTAL5 + TOTAL6	/54

Only bids considered being substantial responsive after the technical evaluation shall be accepted for financial evaluation. (ATLEAST 75% of yes)

#### 7.4. 2. Financial evaluation

The financial evaluation shall be based on the corrected amount of the bid. It shall consist of the analysis of the coherence of prices as well as the amounts of the totals.

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

This National Invitation to Tender is awarded on total and Contractual prices, 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 in force in the Republic of Cameroon at the handover date of the offers.

#### ARTICLE 9:<u>Transport and delivery</u>

The materials for work must be protected during transportation through packaging whether by air, railway or road 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 is fixed at 2% of the total cost of the project all taxes inclusive.

The time of validity of this guarantee is ninety (90) days as from the date of depositing of the offers.

#### 10.2 Final Bond

The final Bond is fixed at five percent (5%) of the initial amount of the project.

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

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

#### 10.3 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on the amount of the contract including all taxes. The corresponding sum will be paid or the guarantee released, upon the final acceptance 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 documents inside a sealed outer envelope being marked:

#### << OPEN NATIONAL INVITATION TO TENDER

No\_\_\_\_\_\_/ONIT/GOV/RTB-NW/2019 OF \_\_\_\_\_\_ FOR THE CONSTRUCTION
OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST REGIONAL DELEGATION
OF POST AND TELECOMMUNICATION>>
"TO BE OPENED ONLY DURING THE OPENING SESSION"

#### ARTICLE 13: <u>Date and latest time of deposit of offers</u>

The offers will have to arrive under closed fold and seal latest \_\_/\_\_/2018 at 12:00am, by mail registered with acknowledgement of delivery or by deposit against receipt to the following address:

# THE SERVICE OF THE DELEGATED CONTRACTING AUTHORITY, THE REGIONAL DELEGATE OF PUBLIC CONTRACT FOR NORTH WEST

Beyond this time no offer will be received nor accepted.

#### **ARTICLE 14: Opening of the tenders**

The opening of the folds will be carried out in the conference room of the Governor's office North West Region on \_\_/\_\_/2018as from 1: 00pm, by the Regional Tender Board sitting in the presence of the duly elected bidders or their representatives 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 cost, essentially conforming to the regulations of the Tender File, having satisfied 100% of all the eliminatory criteria and at least 37/43 (75%) 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 is passed on the basis of technical alternative suggested by the bidder, the Delegated Contracting Authority reserves the right to introduce all the provisions allowing him to protect himself 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 this is not taken consideration on his offer.

The Delegated Confracting 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, Regional Delegate MINTOURL North-West or his representative;
- The Delegated Contracting Authority or his representative;
- The Contract Engineer, Regional Delegate MINTP North-West or his representative;
- ❖ The Regional Delegate MINMAP North-West or his representative:
- The Regional Delegate MINEPAT North-West or his representative;
- The Contractor;

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

**GENERAL SECRETARIAT** 

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS

REPUBLIQUE DU CAMEROUN Paix-<u>Tray</u>ail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

# TENDER DOCUMENT

PROJECT OWNER:
THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR
THE NORTH WEST

CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD:

THE NORTH WEST REGIONAL TENDERS BOARD

- 0	PEN NATIONAL INVITATION TO TEN	IDER **
Nº/ONIT/	GOV/RTB-NW/2019 OF	FOR THE
CONSTRUCTION OF	A FENCE AROUND THE NKWEN SIT	E OF THE NORTH WEST
REGIONAL D	ELEGATION OF POST AND TELECO	MMUNICATION.

FINANCING: BIP-2019

AUTHORISATION: No ......

IMPUTATION: No. .....

**FINANCIAL YEAR 2019** 

PART 04

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

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Chapter I: General

## Article 1: Subject of Contract

The subject of this Jobbing Order shall be Open National Invitation to tender for the construction of a fence around the Nkwen site of the North West Regional Delegation of Post and Telecommunication.

## Article 2: Contract award procedure

This Jobbing Order shall be awarded by Opened National Invitation to Tender No\_\_\_\_\_/ONIT/MINMAP/RDNW/NWRTB/SMI/2019 OF \_\_\_\_\_\_

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

## 3.1 General definitions (cf. Code)

- ✓ The Delegated Contracting Authority shall be the Governor of North West Region; in this respect he preserves the original documents relating to the contract and transmits copies to the Public Contract Regulatory Agency.
- ✓ The Authorising Officer shall be the Regional Delegate of Post and Telecommunication for the North-West (Contract Chief of service). In this

- capacity, he shall respect the administrative, technical and financial clauses of this contract.
- ✓ The Contract Engineer shall be the Regional Delegate MINTP for the North West. He shall, validate the different crucial phases of work done, from the installation of the Contractor to the Provisional Technical Reception.
- ✓ The Regional control brigade of MINMAP North West shall carry out un announced control for the physical execution of this project.

## 3.2 *Security*

This Contract may be used assecurity subject to any form of transfer of the debt. In this case:

- The authority in charge of ordering payment shall be the Regional Delegate of Post and Telecommunication for the North-West (Authorizing Officer).
- The body or official in charge of payment shall be *the* Bemenda Regional Treasury.
- The official competent to furnish information within the context of execution of this Contract shall be *the* Regional Delegate of Post and Telecommunication for the North West.
- The authority in charge of clearance shall be the Regional Finance Controller for the North West
- 3.3 Duties of the Control Mission, Project Manager not applicable
- 3.3.1 Missions [not applicable].
- 3.3.2 Means put at the disposal of the Control Mission [not applicable].

## Article 4: Language, applicable law and regulation

- 1.1 The language to be used shall be [English and/or French].
- 1.2 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:.

- 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;
- 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.

#### Article 6: General instruments in force

This Jobbing order shall be governed by the following general instruments Framework

- 1. Law No. 96/12 of 5th 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<sup>rd</sup> February 2001 relating to the Setting up, Organization and Functioning of the Public Contracts Regulatory Agency
- 5. Decree No. 2003/651/PM of 16th April 2003 to lay down the Procedure for Implementing the Tax and Customs System applicable to Public Contracts;
- 6. Decree No. No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
- 7. Decree No. 2012/075 of 8th March 2012 to organise the Ministry in charge of Public Contracts;
- 8. Circular No. 001/CAB/PR of 19th June 2012 relating to the Award and Control of Execution of Public Contracts:
- 9. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- 10. Circular  $N^{o}$  001/C/MiNFI OF 02/01/2018 instructions relating to the execution of finance laws, the monitoring and control of the execution of

the budget of the state, public corporations and public establishments, Regional and local authorities and other subsidised bodies for the 2018 financial year; as amended and supplemented by circular No 002/C/MINFI of 19/06/2018

- 11. Unified Technical Documents (DTU) for electrical works;
- 12. · Applicable standards;
- 13. Other instruments specific to the domain concerned with the Jobbing order

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

- 7.1 All notifications and written communication within the framework of this Jobbing order shall be sent to the following address:
- a) In the case where the contractor is the addressee: beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Chief of Service and immediately after completion of the works, correspondences shall be validly address to council where the Contractor Resides.
- Regional Delegate of Public Contracts for North West Region with copies addressed to the Chief of Service and the Engineer.
  - 7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

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

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

- 8.1 The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the Contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.
- 8.2 Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Contract Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

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

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

9.1 This Contract has only one phase

At the end of phase one, 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 5 % 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 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 **Contracting Authority** upon request by the Contractor.

#### 11.3 Guarantee of start-off advance

The contractor may be granted a start off amount of 20% of the Jobbing Order amount (inclusive of taxes) upon request.

The start-off payment shall be guaranteed at 100% by a Cameroonian bank recognized by the Ministry in charge of Finance.

#### 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; that is:

- Amount exclusive of VAT = CFA F
- Amount of VAT: () CFA F.
- Amount of A.I.R= () CFA F
- Net to be paid= ()FCFA

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

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

- For payments in CFA francs ( ()FCFA) by credit to account N° opened in the name of the Contractor in the books of Agency of.

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

- 13.1 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.
- 13.2 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)

The work done shall be evaluated using the unit 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 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 30th 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 (5th) 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:

- [100-2.2 and/or (7.5 or 15%)] paid directly into the account of the Contractor;
- 2.2 % paid to the Public treasury as AIR due by the Contractor.

The amount of payment on account shall not exceed the value of the technical execution phases carried out.

Payment on account may be spread over the duration of the execution of the Jobbing Order according to technical execution phases as defined in the Jobbing order.

Payment on account shall take place within thirty (30) days from the date of transmission to the competent accounting officer, of the documents giving entitlement to payment.

The contractor shall transmit seven (7) copies of the partial invoices to the Engineer for approval before the 5th of the month following the works executed.

The Engineer shall within a time-limit of seven (7) days forward the approved partial invoices to the Chief of Service.

The Chief of Service has a maximum time-limit of twenty-one (21) days to sign the partial invoice and to produce the documents giving entitlement to payment on account and transmit same to the competent accounting officer.

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 Decree No. 2018/366 of 20 June 2018 to institute the Public Contracts Code.

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

## A. Penalties for delay

- 23.1 The amount set for penalties for delays shall be set as follows:
  - a) One two thousandth (1/2000<sup>th)</sup> 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 (1/1000th) of the initial amount of the Contract inclusive of all taxes per calendar day beyond the 30th day.
- 23.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial Contract inclusive of all taxes.
  - B. Specific penalties [amount to be indicated]
  - 23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:
    - Late submission of final bond;
    - Late submission of insurances;
    - Late submission of the draft execution schedule if the lateness is caused by the Contractor.

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

- 1. In the case of a group of enterprises, indicate the method of payment of coand sub-Contractors, where need be.
- 2. Indicate the method of payment of sub-Contractor's, where need be.

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

- 25.1 After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the Contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the Contractor may be entitled as a result of the execution of the whole Contract.
- 25.2 The Contract Engineer has up to thirty (30) days to notify the corrected and approved draft to the Project owner.
- 25.3 The Contractor has up to thirty (30) days to return the corrected and approved final detailed account to the competent accounting officer.

## 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 Authorising Officer draws up the general and final detailed accounts of the Contract which he 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;
  - 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) cf. Special Technical Conditions

#### Article 30: Roles 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 three (03) months.
- 31.2. This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.

Article 32: Roles 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 Contract Engineer 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 Contractor shall take out a third party risk insurance concerning persons, property or liabilities from an insurance company governed by the "CIMA" insurance code.

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

## 35.1 Programme of works, Quality Assurance Plan and pegging map.

a) Within a maximum 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 Contact Engineer* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable and the electricity network pegging map at scale 1/2500.

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 engineer. After approval of the execution schedule by the Contract Manager, the latter shall transmit it within five (5) days to the Contracting Authority without staying its execution. However, if important modifications alter the objective of the Contract or the nature of the works, the 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 Contract Engineer 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 Engineer 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 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. It must have the following characteristics: Height = 2.80m, width=1.20m, board thickness=2.5cm at

- 1.20m above the ground level. The Contract Engineer shall put at the Contractors' disposal the text to be used.
- 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 Owner 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)

The part of the works to be sub-Contracted shall not exceed 30 % of the initial amount of the Contract and its additional clauses.

## 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 Manager 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 the Project Manager or 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.

Article 41: Use of explosives (article 60 of the GAC) Not applicable

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 Contract 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.
- -Contract Engineer;
- RD/MINMAP/NW or representative

The acceptance commission shall comprise:

-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

(Observer)

1 – The	Authorizing	Officer	or	his	representative	
(Cha	airman)					
2- The	Delegated Co	ontractin	g A	utho	rity or his repr	esentative

(Member)
3- The RDMINMAP/NW or his representative......
(Observer)

4– The	•	Contract
Engineer		•••••
(Secretary)		

•	,,				
5- The		store	es accou	ntant	of
RD/	MINPOSTEL/NV	VR		MEMBER	
6- The	Contractor o	r his	Representative	•	

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

## ARTICLE 43: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

- 43.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the exploitation and maintenance of the works.
- 43.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 43.1 above.

#### Article 44: GUARANTEE PERIOD.

The guarantee period is one (01) year from the date of the provisional acceptance.

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

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 46: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in Decree No. 2018/366 of 20 June 2018 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 47: 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 48: Disagreements and disputes (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before the competent court in the North-West Region of the Republic of Cameroon.

#### Article 49: Production and dissemination of this Contract

Twenty (20)] copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

## Article 50 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.

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR \*-

SECRETARIAT GENERAL

**REGIONAL TENDERS' BOARDS** 

## TENDER DOCUMENT

PROJECT OWNER: THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR THE NORTH WEST

> CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

> TENDERS BOARD: THE NORTH WEST REGIONAL TENDERS BOARD

	OPEN NATIONAL INVITATION TO TENDER	
No.	/ONIT/GOV/RTB-NW/2019 OF	<ul> <li>FOR THE</li> </ul>
CONS	STRUCTION OF A FENCE AROUND THE NKWEN SITE OF T	<b>HE NORTH WEST</b>
	REGIONAL DELEGATION OF POST AND TELECOMMUN	ICATION.

FINANCING: BIP-2019

AUTHORISATION: No .....

<u> </u>	

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

#### **CHAPTER O: GENERAL CONDITIONS**

#### 0.1 Subject Matter:

The present description is aimed at defining the nature and method of execution of the "CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION"

#### 0.2 Documents:

The works will be executed in conformity with;

- The estimates,
- o The present descriptive note,
- o The general Administrative clauses applicable to public contracts
- o The contract documents are complementary and shall define the works to be done.
- o The plans provided by the project owner

#### 0.3 General Remarks about the supplies to be carried out:

In the various contract documents, the project Manager has given necessary information to the Contractor about the supplies to be done, their nature and their quality, but it is necessary to recall that this information is not exhaustive and that the renderer shall execute the supplies without giving extraneous precondition and reserves for the execution of the supplies necessary for the good completion of this project.

Consequently, the Contractor shall not argue that errors or omissions were made on the estimates, so he will not completely execute the contract unless there is supplementary payment.

The contractor shall realize all the supplies provided for or unforeseen without any additional costing so far to complete the project.

## 0.4 Organization of the project site

The site shall be organized by the contractor so as to ensure the proper execution of the works.

#### 0.5 Site materials

The prices proposed by the contractor include all the equipment, all the scaffoldings, and the others materials necessary for the watchman. The contractor shall supply water and light for the site. He shall also ensure the security of the site by employing a watchman. He shall clean the site at the end of the works.

## 0.6 Employees Company

The contractor shall employ the following

- An assistant for the good coordinating of the project
- Necessary workers in clearing and ensuring the security of the site

#### 0.7 Major Works

The work consists of the following operations.

- Lot 000 : PRELIMINARY WORKS
- Lot 100 : FENCE
- Lot 200: MASONARY WORKS;
- Lot 300 : METALLIC WORKS;
- Lot 400 : ELECTRICITY
- Lot 500 : PAINTING;
- LOT 600: PAVEMENT AND ENVIRONMENTAL WORKS;

#### **0.8 Additional Works:**

All the additional works in response to a service order which could be difficult to justify or identify at the end of the execution of this contract shall be ordered in writing and shall bear the visa of the Contract Engineer to be valid.

#### 0.9 Visits of the Site:

The Project Owner and the Contract Engineer shall define the dates and time of the Site Visit.

## 0.10 Closures and Re-opening of the Site:

The works shall not be suspended unless there is an act of God or unforeseen circumstances.

#### 0.11 Insurance:

The Contractor shall be responsible for the quality of works carried out up to Reception. He shall contact insurance companies of his choice to cover any risk that could be generated by his works.

He shall also present an attestation issued by an insurance company to cover his responsibility for damages caused to others.

The Contractor shall be bound by the labour legislation in Cameroon vis à vis the workers employed and the Project Owner.

The Contractor shall also remove from the site immediately all rejected equipment as instructed by the commission.

He shall therefore replace promptly all equipment rejected with good ones.

#### **CHAPTER 1: DESCRIPTION OF WORKS TO BE CARRIED OUT**

#### **SETTING OUT:**

- Use method 3x4x5

#### **EXCAVATION WORKS:**

- Foundation trenches (0.2x0.45) to new external walls

NB: Use plan

#### **CONSTRUCTION**

- Foundation/ 15x20x40 filled cement blocks with footings underneath pillars (0.20x0.25)
- Walls: (0,15x0,20x0,40) for all load bearing walls

(0,10x 0,20x 0, 40) for all minors partition walls

All newly built walls shall be plastered externally and internally with a rendering coat.

- Concreting: All columns to use mixture of 1x2x3 (350kg/m³) as well as pillars, rods (10, 8, 6) binding wire.
- Floor: 8 cm thickness of mass concrete floor

0.5 cm thickness of screed floor

Ceramic tiles on floor where indicated on work plan

- Frames: (2''x8'') hard wood for all wooden frames (Windows and doors)
- Shutters: windows: to introduce sliding Aluminium shutters

Doors: some will be metal, all internal shutters of panel

- Roof: To introduce tole laggue

Rafter of 2"x5" (Double wood)

Purling of 2"x3"

Ceiling of 4 mm plywood

Noggin of 2"x3"

Fascia board of tole bac 6/10eme

Gables of tole bac 6/10eme

NB: all wood must be well seasoned and freely treated

- Painting: Use pantex 1 300 (2 coasts) on external wall

Use pantex 800 (2 coasts) on internal wall

Use oil paint for skirting

French polish (HASCO) for all wooden surfaces and ceiling

Treat all metal with anti-rust

- Metal works: to use tube (30 mm) in forming, design for all windows protectors
   All exits to be of metal doors made of galvanize tube, angle and sheet metal
- VRD: Protect external walls by spreading mass concrete of 10 cm thickness and width 0,80 m from the wall

Flowers or greenery could be introduce if need be

NB: For greenery, contractor must plant the flowers

Form drainage all-round the building and drain water to existing drainage line within the premises.

Any of such modification to be made with the above description should be confirmed by the control engineer.

#### **CHAPTER 2: MAJOR WORKS**

#### 2.1 QUALITY OF MATERIALS

#### 2.1.1. AGGREGATES

The aggregates, sand, gravel used for the making of the concrete shall be got from the water bearing alluvia.

The contractor shall declare to the engineer in charge of the control the type of aggregates to be used and indicate their origin.

#### 2.1.2 CHARACTERISTICS OF THE BINDER

The liquid binder to be used will be the cement CPJ 325 manufactured in the cement factory of Douala. The retreat of the concrete should not go beyond the admitted limits.

#### 2.1.3 CONCRETES

#### A- LEAN CONCRETE

The contractor will used the lean concrete under the foundations and all buried parts of the project. The lean concrete shall be mixed to 200kg/m3

#### **B-STRUCTURAL CONCRETE**

The concrete made for the structures shall be mixed to 350kg/m3

#### C- RODS

The concrete reinforcement shall be made of steels of Fe Em with high interface strength except for special cases. The steels shall be supplied in the job site in bars. The required diameter shall range between 6 and 10mm. However, steel fabric can be used for the concreting of the floor.

#### D- BLOCKS.

The empty and filled cement blocks used for the erection of the wall or for foundation works should have a resistance that can permit them to resist to shock from a heights of 3.00m at least. The blocks should be fabricated on the spot and stocked in the shade at least three weeks before the rains and in the condition conducive for the aeration and watering before they are put into use.

#### 2.2 THE PUTTING INTO USE OF THE MATERIALS

#### 2.2.1 CONDITIONS FOR THE EXECUTION

All works without any exception should conform to the norm of the profession. In any case, it should include without any reserve the prescription of control engineer at the level of its conception an also as the works are going on.

#### SPECIAL TECHNICAL CLAUSES

The present prescription is not limited. The contractor should also think over any other means he deem necessary for the completion of his works.

Works that do not appear in the estimates and are indispensable for the execution are done by the contractor. The structure to be rehabilitated shall be visited. The contractor in the framework of the execution the project cannot complain of lack of information about all the works found in the site or any omission.

#### 2.2.2 MORTARS

The mixture and the putting in the use of the mortar should conform to the instructions of the control engineer. The table below specifies the dosage of the cement.

- Mortar for the smoothing of the floor 400kg/m³
- Mortar for the erection of the walls 300kg/m³
- Gobetis or first coat 400kg/m³
- Finishing coat 350kg/m³

#### 2.2.3 CONCRETE

The objective is to obtain a concrete of good qualities. The contractor should take care of the granulation, its cleanliness and the homogeneity of the mixture. For this, the request of the norms in concreting is recommended.

#### 2.2.4 WATER DOSAGE

The quality of the water to be used shall be determined in permanent manner according to:

- The wetting state of aggregate supplied
- The climatic conditions at this moment
- The proportion of the surface of the boxes as opposed to the value of the concrete should be of sufficient plasticity so as to cover the reinforcement

and flow into the boxes without any axes in water defense of the humidity of the aggregate because the aim is to have a concrete of plastic consistency.

#### 2.3 EXECUTION OF REINFORCED CONCRETE

#### **2.3.1 BOXES**

The boxes and the support timbers should be resistant enough to avoid deformations due to the load of the concrete and the vibration Boxes should also be well sealed to avoid the loss of the laitance during vibration due to the load of the concrete and the vibration. Boxes should also be well sealed to avoid the loss of the laitance during vibration. When the surface of the concrete has to be painted, it is forbidden to grease the boxes.

#### 2.3.2 REMOVAL OF BOXES

The removal of the boxes should be done progressively and without shock. The removal shall be done when the concrete must have got the required strength ness sufficient to resist the forces to which it is submitted without deformation, and under the conditions of enough security.

#### 2.3.3. THE STEEL RODS

The reinforcement rods shall be cut to the dimension shown on the drawing they should be bent to the prescribed forms. For the structures that the faces are not apparent, the bars, the rings, the binding wire should be coated at 2cm minimum. All the reinforcement on the apparent faces is coated at 2.5cm. Crushed blocks made out of concrete shall maintain the reinforcement in place. The cutting and the bending of rods shall be done mechanically.

## 2.3.4 REINFORCE CONCRETES

#### A- FABRICATION

It is advisable to mix the concrete in economical apparatus equipment with a system of control of water quantity or the ones with the dosage of water already indicated on them. If the mixture is done manually, care should be taken to obtain a concrete of good quality.

#### **B-PUTTING INTO USE**

The concrete should be vibrated up to the necessary limit so as to avoid any segregation. When needed, the watering of the concrete should be done to avoid it excessive dry, depending on the season.

Vibration of the concrete is authorized if only the solidity of the boxes is guaranteed so as to avoid deformation.

No vibration on the concrete reinforcement. The interruptions during the concreting should be reduced as far as possible. Concrete works should be kept far from rain or sun until it is strong. The concrete is kept under humidity for 8 days to get strong enough.

#### 2.3.5 FLOORS-SAND SCREED

The floors are in slope where water evacuation is needed. The top of the floor shall be shine with trowel. The floors should be executed perfectly, without sign of continuation of works.

#### 2.3.6 PRESCRIPTIONS FOR THE EXECUTION OF CANALISATION NET WORK

The trenches should be executed after pegging. The alignments should be straight. These pipes shall be put in place with care. Any pipe showing abnormalities should be removed from the job sit. Pipes should be laid on a coat of sand in the trenches and on the entire lengths when a pipe is passing on another structure, the crossing should be equal to a diameter of the pipe. The sand on which the pipe is laid should have the thickness of 5cm. The pipe should be covered and buried with earth that has no stone or sand or gravel. All the pipes have to be straight, the slope and gradient also respected precaution should be taken to avoid the introduction of strange corps in the pipe.

#### CHAPTER 3: NOGGING - CEILING - WATER PROFING

The contractor should respect the norms applied to the noggin of the ceiling. He should be sure that he could make all the indispensable works and concrete them without expecting any increase in the prices due to omission. He should take not of the totality of works, their importance, and the nature, and be ready to use his professional knowledge to execute detail that may have been omitted.

#### 3.2 CEILING

The ceiling shall be executed with plywood of first choice.

#### **CHAPTER 4: WOOD WORK**

#### 4.1. QUALITY OF THE WOOD

All the wood to be used should be of best quality that is without any complain (bending, rotten, attack by insect), the wood should be well cleaned and well sawed. They should also be well dried and the humidity not above 10%. The technical prescriptions for Wood are the following.

- The number of knots and abnormalities in the wood be used should not be above the tolerated norms.
- The wood will be used assembled. Any wounded piece of wood will not be accepted.

#### 4.2CHARACTERISTIC OF THE WOOD

The wood for the carpentry works to be painted should be:

- fibre-Wood of good quality
- Strong wood or tropical wood of good quality.

#### 4.3IRON MONGERY HARDWARE

A specimen of each model shall be presented to the control engineer for approval the supplies will be made following the spacemen accepted according to its characteristics the expression "characteristics" mean.

- The solidity
- How it functions

- The external aspect
- The service rendered
- The silent functioning

Of course, the control engineer has the power to accept or to reject the model proposed to him.

#### **4.3.1 HINGES**

They are made with steel, the number, the section and the power will depend on the dimension and the weight of the shutters.

## 4.3.2 LOCKS: Locks are supplied with three keys

#### 4.4 PROTECTION OF FRAMEWORK

#### 4.4.1 WOOD

Without any exception, the wood used for the carpentry works will be treated by using fungicides and insecticides so as to protect it against any attack.

#### 4.4.2 PRODUCT FROM HARDWORK

The protection of all the fitting shall be insured by the contractor till the end of the work.

## 4.5 PRESCRIPTIONS FOR THE EXECUTION FO THE WORK

Works shall be done following the rules of the profession. That includes all the suggestions made by the control engineer from the conception and during the execution of the project. The contractor should endeavour to give any idea that can contribute to the completion of the project. A building contract comprises:

- The expenses of supply
- The transport
- The transformation
- The laying
- General expenditure
- The benefice and the taxes

The contractor is supposed to have good knowledge of all the works he has to execute.

All wood works should have an esthetic aspect. They should be made following the proposed profiles, section, and all metallic reinforcement for their good use. The finishing should be neat all the faces well sand prepared.

#### 4.6 WORK TO BE DONE

#### 4.6.1 TRACING, LAYING SETTING

The contractor should ensure that all the above are executed after all the supplies. Precaution should be taken for the blocking of any part to be seal by concrete. All settings will be well done.

#### 4.6.2 FITTINGS

Contractor shall provide all the fitting necessary for the work. All fastening in brick work will be done in the manner to ensure the stability of the element.

#### 4.6.3 FLUSHED DOORS

The dimensions shall be determined by the contractor in order to have at the end solid and functional structures.

## 4.8 MAINTENANCE AND RECEPTION OF PROJECTS

After the fitting, the laying of the elements of the present lot, the contractor should verify if they are well fitted as well as the completion of the project for future reception. Any missing article shall be replaced by him. All the works shall be completed and handed over in good state. The contractor shall take care of the quality of the work and be ready to proceed on the revision where necessary. During the guarantee period which is three months the contractor shall be responsible for any deterioration noticed and notified to him by the control engineer such as quantity fittings and the revision works to be done after the guarantee period.

#### **CHAPTER 5: GLASSWORKS**

#### 5.1 QUALITY AND TICKNESS OF THE GLASSES

The thickness indicated in the estimates is the minimum and can be increased depending on the load it has to support and according to the calculation. Glasses should be of good quality.

#### 5.2RESTRICTION OF USE

The used of thin glass with reduced dimension is forbidden. Before the reception, the contractor makes sure he has cleaned all the glass work.

#### **CHAPTER 6: METAL WORKS**

The metal works should comprise the following

- Study drawing of details of the grants
- Supply of all the material enhancing in the construction of metal work
- Fabrication in workshop, transportation and stock age of elements
- Fitting of all elements
- Setting and adjustment of all metal work
- Supply and maintaining of all fittings
- Final setting and fitting of metal work.

The contractor is obliged to get the dimension on the site before the manufacturing in the workshop following the technical prescriptions.

Before the manufacturing of the window protectors for newly created windows the contractor should present a model to be approved by the control engineer.

#### **CHAPTER 7: TILING**

#### 7.1.1HYDRAULIC BINDER

The hydraulic binder to be used is the cement 42.5R manufactured in Douala.

#### 7.1.2SAND AND GRANULATE

For binder fluid, mortars and concrete, the sand and all granulates are extracted from streams, they have to be well washed so as to eliminate all foreign materials before they are used.

#### 7.1.3MATERIALS FOR THE TILING OF FLOORS AND WALLS

These materials should follow the characteristics define in the estimates. The aspect shall be uniformed in the same local. They differences will not be tolerated. Before the start of the work, the contractor should present the sample of the tiles to the control engineer for approval.

- Mortars for the laying of tiles (350kg/m³ of CPJ 325
- Mortars for binding flow of join of tiles 500kg/m3

#### 7.2PRESCRIPTION FOR THE LAYING

#### 7.2.1 CLEANING OF THE SUPPORTS

Before the start of the work, the contractor will do the cleaning of the support by scrapping, brushing and sweeping with broom. This is order to have a clean surface exempted of any particle that can disturb the application of the tiles.

#### 7.2.2PRESCRIPTION OF THE LAYING AND PLASTERS

Any cut, adjustment on angles, wood, pipes or any penetration should be perfectly done. Measures for alignments should be determined in the way to manner the cuts. A cut for tiling is done under the skirting. Any cut near the pipe, taps should be well adjusted. When tiles get broken, they are immediately replaced at the expenses of the contractor as well as any other work deemed necessary. Tiling on sealed area will be laid on a support with a simple mortar. The join will be filled before the collection of extra mortar to ensure the good adherence.

The tiling on reinforced structure will be done with a thin coat of adhesive on the support well cleaned. During the application of the adhesive, it is not allowed to go 2/3 high the thickness. The join will be filled with the binder floor or special binder for tiling done with gum. For tiling on walls, plasters should be well dressed and sand screed. Tiling is done on adhesive. Same measures are applicable for other tiling as concerned the join and cleaning.

#### 7.2.3 SPECIAL PRESCRIPTION

The floor will be slopped in areas having a siphon and the sloping will be on the whole floor. The doors steps or areas where tiling meet with other work, the contractor will use angle bar .At the straight angle and the ends, round angle ties will be used. When near a plumbing equipment, the plaster should be well water proofed between the equipment and the wall or floor. For that, a soft joint will be between the equipment and first line of tiles the contractor should ensure the water proofing of the whole structures.

#### 7-2-4 MAINTAINANCE OF STRUCTURES

In case of any damages during the guarantee period, the contractor is responsible for the repair until the control engineer is satisfied. All the adjustment during that period is carried out by the contractor as well as all unforeseen works and those caused by the multiple interventions.

#### **CHAPTER 8: PAINTING**

Painting should be understood as the applying of paint following the norms of the profession as finishing work. It comprises:

- Supply and use of material, product necessary for the realization of work as prescribed on estimates.
- Protection of area, which are not going to be painted
- Execution of coats
- Cleaning of the site at the end of work.

#### 8.1 FILLER IN COATING

Filler to be used for coating, filling of hole shall be approved by the control engineer.

#### 8.3.WORK DESCRIPTION

- A) --- PANTEX 800: for internal wall in two (2) coats
- B) PANTEX 1300 for external wall in two (2) coats
- C) SUPER EMAIL paint A: for metal works and skirting both internal and external.
- D) Vanish Paint: for wood work.

#### **CHAPTER 9: PLUMBING AND SANITATION**

Work of plumbing and sanitation comprises.

- Construction of the pipe system
- Building of inspection Chambers
- Supplying and installation of equipment for sanitation
- Building of inspection main holes.
- Rehabilitation of soak away pit and septic work
- Repairs of bad existing toilets.

#### 9.1 NATURE, QUALITY AND ORIGIN OF MATERIALS

The various networks shall be realized with materials in conformity with norm current in CAMEROON.

The pipes and all equipment shall be in accordance with the norms in force.

#### 91.2 EXECUTION OF THE WORKS

- Supplying and fitting of sanitation equipment
- Rust préventions in some pipes
- Drainages of rainwater PVC pipe from various dimensions to the main drainage around the building

Any sanitary appliance shall have a stop cork

#### CHAPTER 10: ELECTRICITY (REVIEWING THE WHOLE ELECTRICAL SYSTEM)

Electricity work comprises:

- Supply and filling of materials (cable bulbs wiring)
- Distribution of light cable
- Distribution of plug cable
- Installation of high voltage cables

## 10.1QUALITY OF THE MATERIALS

- The material shall be of the best quality obtained and in conformity with AES-SONEL
- The connection to the AES-SONEL network shall be made by the contractor
- The electrical equipment shall be the English model.

#### 10.2EXECUTION OF WORKS

Every block shall have a high table in conformity with the 15.1100 and NFC 2000 norm and linked to the bulb and simple rockets.

The unit between the meter and the cables shall be realized with cables 41100R 02

The switch shall be set in and well protected. They shall be fixed by screw on a network of 240V – 10A.

The sockets shall be fixed by screw on a network of 250V for light and 380V for high voltage.

An earth connection shall be realized.

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

**GENERAL SECRETARIAT** 

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

## TENDER DOCUMENT

PROJECT OWNER: THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR THE NORTH WEST

CONTRACTING AUTHORITY:
THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD: THE NORTH WEST REGIONAL-TENDERS BOARD -

teringhan representation from the	OPEN NATION	AL INVITATION TO TE	NDER
No	_/ONIT/GOV/RTB-N	NW/2019 OF	FOR THE
CONSTRUC	TION OF A FENCE ARC	OUND THE NKWEN SI	TE OF THE NORTH WEST
REC	GIONAL DELEGATION	OF POST AND TELEC	OMMUNICATION.

FINANCING: BIP-2019

AUTHORISATION: No ......

IMPUTATION: No. .....

**FINANCIAL YEAR 2019** 

PART 06

**UNIT PRICE LIST** 

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

REGION DU NORD OUEST

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

REGIONAL TENDERS' BOARDS

# UNIT PRICE ENCLOSURE SLIP FOR THE CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION

No	DESIGNATION OF WORKS	U	QTY	UNIT PRICE IN FIGURES	UNIT PRICE IN WORDS
	0-PREPARATORY WORKS				
-1	Préparation of site	FF	- 1		
-2	Installation of site	FF	1		
··	SUB TOTAL 000	)			· · · · · · · · · · · · · · · · · · ·
	\$1. A <sub>1.1.1</sub> (1.1.1 <sub>2</sub> ) 11	,			
	A- FENCE WALL		ı		
	I -LEVELLING				· -
100	Excavation of trenches with sub-trench	МЗ	16,00		
101	Back fill of foundation and others	М3	6,00		-
	II-MASONRY WORKS	-			
	Construction of mansory stone foundation walls	m3	16,00		
201	Blinding concrete at 150kg/m3	m3	2,00		
	RC concrete at 300kg/m3 for footings, floor, half pillars and ground beams AND for pillars, chain beam, decking and				
202	copping on walls and pillars	m3	6,50		
203	15x20x40 cement for walls and gables		65,00		
204	Plastering of walls with cement morter	m2	121,00	-	
205	Cement floor screeding on guard concrete roo	f <sub>m2</sub>	7,00		

206	Cement floor screeding.	m2	7,00		
L	SUB TOTAL 2				
	III- METALLIC WORKS				
	400x225cm metal complete main entrance				
300	door	u	1,00		
			_		
301	100x225cm metal complete foot-way door	u	2,00		
	70x200cm complete metal doors for guard				
302	room ,	u	1,00		
	Metal complete protector grill around whole				
303	wall h=1,00m	m2	25,00		
304	50x80cm louvre window with metal protector	u	3,00		
	SUB TOTAL 300				
	IV-ELECTRICAL INSTALLATIONS				
400	11mm PVC flexible conduit pipes	roll	1,00		
401	Accessories, domino, etc	FF	1,00		-
	SUB TOTAL 400	-	-		
	V- PAINTING				
500	Application of 01 coat quicklime on block walls	m2	121,00		
	Application of 02 coats pantex 800 on ceiling				
501	and internal walls	m2	0,00		
	Application of 02 coats pantex 1300 on		-		
		m2	121,00		
	Application of 02 coats oil paint on skirting and		, .	y Tra	
	' ' ' <u> </u>	m2	10,00		
	SUB TOTAL 500				
	VI-DRAINAGE	-			
	Drain gutter in concrete on the fence wall			-	
	–	ml	18,00		
	Laying of concrete 250kg/m3 on area between			<u>.</u>	
601	_ · _	m3	2,00		
_	SUB TOTAL 600				
	TOTAL AMOUNT HT			_	
	TVA 19,25%				
	AIR 2.2%			_	
	T TOTAL AMOUNT TTC				
	NET TO BE PAID		-	٠,,	
	THIS ESTIMATE IS CLOSED	AT TH	IE SUM OF	) FCFA TTC	

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

**GENERAL SECRETARIAT** 

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

**REGION DU NORD OUEST** 

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

**REGIONAL TENDERS' BOARDS** 

## **TENDER DOCUMENT**

PROJECT OWNER: THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR THE NORTH WEST

> CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD:
THE NORTH WEST REGIONAL TENDERS BOARD

	- OPEN NATIONAL INVITATION TO TENDER	
No_	/ONIT/GOV/RTB-NW/2019 OF	FOR THE
CONST	RUCTION OF A FENCE AROUND THE NKWEN SITE OF T	THE NORTH WEST
	REGIONAL DELEGATION OF POST AND TELECOMMUN	VICATION.

FINANCING: *BIP*-2019

AUTHORISATION: No ......

IMPUTATION: No. .....

PART 07

**FINANCIAL YEAR 2019** 

**BILL OF QUANTITIES** 

BILL OF QUANTITIES AND COST ESTIMATES FOR THE CONSTRUCTION OF A FENCE FOR THE REGIONAL DELEGATION OF MINPOSTEL FOR THE NORTH WEST REGION					
No	DESIGNATION OF WORKS	U	QTY	UNIT PRICE	AMOUNT
	0-PREPARATORY WORKS		-		
1	Preparation of site	FF	1		
2	Installation of site	FF	1		<del> </del>
	SUB TOTAL 000				
ye.	A- FENCE WALL				
ļ	I -LEVELLING				
100	Excavation of trenches with sub-trench	M3	16,00		
101	Back fill of foundation and others	M3	6,00		
		<u> </u>			
	- II-MASONRY WORKS	•	-	10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	· · · · · · · · · · · · · · · · · · ·
200	Construction of mansory stone foundation walls	m3	16,00		
201	Blinding concrete at 150kg/m3	m3	2,00		
	RC concrete at 300kg/m3 for footings, floor, half			-	
ממלים	pillars and ground beams AND for pillars, chain				
202	beam, decking and copping on walls and pillars	m3	6,50	`,	
203	15x20x40 cement for walls and gables		65,00		
204	Plastering of walls with cement morter	m2	121,00		
205	Cement floor screeding on guard concrete roof	m2	7,00		-
206	Cement floor screeding.	m2	7,00		
	SUB TOTAL 2				
	III- METALLIC WORKS	1			
300	400x225cm metal complete main entrance door	u	1,00		
301	100x225cm metal complete foot-way door	u	2,00		
302	70x200cm complete metal doors for guard room	u	1,00		
303	Metal complete protector grill around whole wall h=1,00m	m2	25,00		
304	50x80cm louvre window with metal protector	u .	3,00		
	SUB TOTAL 300				
	IV-ELECTRICAL INSTALLATIONS				
400	11mm PVC flexible conduit pipes	roll	1,00		<u> </u>

401	Accessories, domino, etc	FF	1,00		
	SUB TOTAL 400				
	V- PAINTING				
500	Application of 01 coat quicklime on block walls	m2	121,00		_
501	Application of 02 coats pantex 800 on ceiling and internal walls	m2	0,00		<u> </u>
503	Application of 02 coats pantex 1300 on external walls	m2	121,00	_	
504	Application of 02 coats oil paint on skirting and metal surfaces	m2	10,00		
	SUB TOTAL 500				
	VI-DRAINAGE	_			
600	Drain gutter in concrete on the fence wall below	ml	18,00		
-601	Laying of concrete 250kg/m3 on area between fence wall and gutter	m3	2,00		
	SUB TOTAL 600	<u>.</u>		- <u>-</u> -	
	TOTAL AMOUNT HT				
	TVA 19,25%				
	AIR 2.2%				
	T TOTAL AMOUNT TTC				
,	NET TO BE PAID	ļ		4. 5 . 5	
1,3	THIS ESTIMATE IS CLOSED AT	THE SUM	OF) FCFA TTC		<u></u>

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

**GENERAL SECRETARIAT** 

COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

**REGION DU NORD OUEST** 

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

**REGIONAL TENDERS' BOARDS** 

## TENDER DOCUMENT

PROJECT OWNER: THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR THE NORTH WEST

> CONTRACTING AUTHORITY: THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD: THE NORTH WEST REGIONAL TENDERS BOARD

. ₹. <sup>†</sup> .Σ <sub>. 3</sub>	• OPEN NATIONAL INVITATION TO TENDER	
Nº	/ONIT/GOV/RTB-NW/2019 OF	FOR THE
CONST	RUCTION OF A FENCE AROUND THE NKWEN SITE OF	<b>THE NORTH WEST</b>
	REGIONAL DELEGATION OF POST AND TELECOMMUN	NICATION.

AUTHORISATION : No .....

IMPUTATION: No. ....

**FINANCIAL YEAR 2019** 

**ART 08** 

UNIT PRICE BREAKDOWN

## **UNIT PRICE BREAKDOWN**

Description	<del>                                     </del>	<del></del>	<u> </u>	
Description Price No: 1	Dally output: 0.07	Total quantity: 1	Unit: LS	Activity duration:14 days
Frice No. 1	Daily outpoil 0.07	Total quality. 1		Activity dolarion
	Category	Daily salary	Pald man days	<u>A</u> mount
nnel				
Personnel				
tue .				
Equipment				
	:	<u> </u>	,	
	-	Unit Price	Consumption	Amount
Materials				
¥				
D	Total direct cost (A+8			
E	General site expense			<u> </u>
F	General head office	expenses (% of D)		<u> </u>
<u>_G</u>	Cost Price (D+E+F)			
Н	Risk and profit (9.8% of G)			
1	Bid Price (G+H)	<u></u>	<del></del>	
J	Unit Bid Price (I/H)	<u> </u>		

REPUBLIC OF CAMEROON Peace-Work-Fatherland

NORTH WEST REGION

OFFICE OF THE GOVERNOR

GENERAL SECRETARIAT

COMMISSION REGIONALÉ DE PASSATION DES MARCHES PUBLICS REPUBLIQUE DU CAMEROUN Paix-Travail-Patrie

**REGION DU NORD OUEST** 

SERVICES DU GOUVERNEUR

SECRETARIAT GENERAL

**REGIONAL TENDERS' BOARDS** 

## TENDER DOCUMENT

PROJECT OWNER:
THE REGIONAL DELEGATE OF POST AND TELECOMMUNICATION (MINPOSTEL) FOR
THE NORTH WEST

CONTRACTING AUTHORITY:
THE GOVERNOR OF THE NORTH WEST REGION

TENDERS BOARD:
THE NORTH WEST REGIONAL TENDERS BOARD

	° OPEN NATIONAL INVITATION TO TENDER	
N <sup>o</sup> _	/ONIT/GOV/RTB-NW/2019 OF	FOR THE
CONS	TRUCTION OF A FENCE AROUND THE NKWEN SITE OF T	HE NORTH WEST
	REGIONAL DELEGATION OF POST AND TELECOMMUN	ICATION.

FINANCIAL YEAR 2019		,
	·	·
IMPUTATION: No		•
AUTHORISATION : No		
FINANCING: <i>BIP</i> –2019		

PART 09

**ANNEXES** 

## UNDERTAKING BY THE BIDDER

t the undersigned acting as quality of of nationality
making election of residence withP.O Box:, Tel
After having read and taken note of all the parts of the Open National
Invitation to Tender No/ONIT/GOV/RTB-NW/2019 OF
FOR THE CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH
WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION.
I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.
commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.
I declare to have perfect knowledge of the decree $n^{\circ}$ ; 33/CAB/PM of February 13 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.
I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialed copy of the aforesaid document to my offer.
I declare moreover that I remained committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids.
Done inon the
The CONTRACTOR (Signature and seal)

**ANNEXE N° 02** 

## BID SPECIMEN

I the undersigned acting as quality of of nationality
making election of residence withP.O Box:, Tel
After having taken knowledge of all the parts of the OPEN NATIONAL INVITATION  TO TENDER
N°/ONIT/GOV/RTB-NW/2019 OF FOR THE
CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE OF THE NORTH WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION
In the case where our offer would be accepted, I subject myself and engaged to:
<ul> <li>Carry out the aforementioned contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administration Clauses, at the prices indicated in the Schedule of Unit Prices, quantitative Estimate, for the total Amount of the bid in francs CFA:</li> </ul>
<ul><li>In letter and figure (including all taxes): () FCFA</li></ul>
<ul> <li>In letter and figure (VAT 19,25% or 0%):(</li></ul>
• To paid the forwarding cost of the contractual parts;
Begin work in seven (7) days maximum and to carry out the contract in three (3) months as from the date of notification of service order to start work.
The Delegated contracting authority shall pay the sums due for this contraction by crediting account N° opened in bank branch.
I declare to have perfect knowledge of the decree N° 33/CAB/PM of February 13 2007 putting the General Administrative Clauses applicable to the Contracts Publics Works and Supplies.
I confirm my agreement on the terms of the Particulars Administrative Clauses (Draft Contract) and attached the initialed copy of the aforesaid document to the offer.
I declare moreover that I remain committed by the present tender during on ninety (90) days deadline as from the date of opening of the folds.
Done aton the
THE CONTRACTOR

MODEL BID BOND
Reference of the guarantee: N°
Invitation to tender N°
quarter in hereby declare to guarantee payment to the Delegated contracting authority of the sum of (in letters and in figures), that the Bank is committed to pay completely to the contracting authority, bidding itself, its successors and assignees.
Signed and authenticated by the aforementioned Bank this (day) of (month), and (year).
The conditions of this commitment are as follows:
<ol> <li>If after the opening of the bids, the bidder withdraws his Offer during the validity period specified by himself in his tender, or</li> </ol>
<ol><li>If the bidder, having been notified of the award of the contract by the Delegated contracting authority during the period of bid validity:</li></ol>
• Fails or refuses to sign the contract even though required to do so:
<ul> <li>Fails or refuses to furnish the final bond for the contract as provided</li> <li>for by the contract.</li> </ul>
We undertake to pay the Delegated contracting authority an amount up to the maximum of the sum referred to above upon receipt of his written demand, without the Delegated contracting authority having to substantiate his demand, provided that in its demand the Delegated contracting authority shall note that the amount claimed by him is due, because on 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 tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. 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, be submitted to Cameroon law.

Signature and stamp of the Guarantors	
Date	
Address	

## **MODEL PERFORMANCE GUARANTEE**

## MODEL GUARANTEE FOR ADVANCE PAYMENT

Bank	
Reference of the guarantee: N°	
Contract N°	<del></del>
To the (Contracting Authority),	
Company	
contracting authority andconcluded a Jobbing Order 0 N°/ONIT/GOV/RTB-NW/201	D THE NKWEN SITE OF THE NORTH WEST
Contractor is obliged to submit to th	cle 29 of Contract N°, the e contracting authority, a bank caution to inted to the company for an amounts equal francs CFA.
·We, · Bank · <u>·</u>	<u>v</u> we
in favour of the contracting authority, week maximum ., the amount due	efit of discussion, by the present one, to pay at his first written request and within 4 (four) of this guarantee, that is to say by the Contractor to the Delegated at that the Contractor could not fulfil one or the contract.
	tion of this guarantee will be the subject of a cknowledgement of delivery with a copy to completely the reasons of its request.
The present bank guarantee will com the advance to start work.	e into effect on the date of the payment of
The original of this guarantee will be pr	reserved by the contracting authority.
This guarantee will be released when reimbursed.	the amount of the advance is completely
After this date, the guarantee will be returned to us without any express req	ecome null and void and will have to be uest of our share.
The law as well as the jurisdiction Cameroun.	applicable to the guarantee is those of
•	Signature and seals of the Guarantors
	Date
	Address

## **MODEL OF CONTRACT**

REPUBLIC OF CAMEROON Peace-Work-Fatherland

REPUBLIQUE DU CAMEROUN Paix-<u>Travail</u>-Patrie

NORTH WEST REGION	REGION DU NORD OUEST
OFFICE OF THE GOVERNOR	SERVICES DU GOUVERNEUR
GENERAL SECRETARIAT	SECRETARIAT GENERAL
COMMISSION REGIONALE DE PASSATION DES MARCHES PUBLICS	REGIONAL TENDERS' BOARDS
JOBBING ORDER N° JO/GOV/NW/RI AWARED AFTER FOR THE CONSTRUCTION C THE NORTH WEST REGIONAL DELEGATION CONTRACTOR:	
вр:	***************************************
Tel. :	
SUBJECT: FOR THE CONSTRUCTION OF THE NORTH WEST REGITELECOMMUNICATION  PLACE OF EXECUTION: BAMENDA	A FENCE AROUND THE NKWEN SITE OF ONAL DELEGATION OF POST AND
EXECUTION DEADLINE: THREE (03) Months AMOUNT:	
TOTAL AMOUNT WITHOUT TAXES FCFA	
TOTAL AMOUNT ALL TAXES INCLUSIVE	19
HTVA VAT (5, 5%)	
NET TO BE PAID	•
FUNDING: PUBLIC INVESTMENT BUDGET Exercice 2019	* .
SUBSCRIBED ON	:
SIGNÉD ON NOTIFIÉD ON	: <u></u>
REGISTERED ON	

#### **BETWEEN:**

The Government of the Republic of Cameroon, represented by the Regional Delegate of Public Contracts for the North West hereinafter referred to as the "The Contracting Authority"

O	N	TH	F	$\mathbf{O}$	N	F	P	Δ	B.	T
$\mathbf{\mathbf{\mathbf{\mathcal{C}}}}$			_	$\sim$		_		_	ĸ	

AND:

CONTRAC	TOR
	BP
	Tel
. •	Fax
	TAX PAYER'S N°
	· N°:
Penrecented by	so Hereinafter referred to as the "Contractor"

#### ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

AWARED AFTER FOR THE	CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE
EXECUTION DEADLINE:	THREE (03) Months
AMOUNT:	·
MONTANT FCFA	MONTANT TOTAL
πς	
HTVA	
Net à Mandater	
	INE: THREE (03) Months  FCFA MONTANT TOTAL
Signe	ed by the Governor of the North West,  Contracting Authority
	ED AFTER FOR THE CONSTRUCTION OF A FENCE AROUND THE NKWEN SITE E NORTH WEST REGIONAL DELEGATION OF POST AND TELECOMMUNICATION RACTOR:  TION DEADLINE: THREE (03) Months  NT:  MONTANT FCFA MONTANT TOTAL  TIC  HTVA  I.R (5, 5%)  Net à Mandater   Read and approved by the contractor  Read and approved by the Contractor  Signed by the Governor of the North West,  Contracting Authority  Barnenda, the  Barnenda, the  Barnenda, the
	REGISTRATION

## MODELE D'ATTESTATION OF SITE DE VISIT

i, the undersigned Mr
Nationality
Function
In my capacity as General Manager of P.O. BOX
Hereby acknowledge receipt of the file for Open National Invitation to Tender
:
Concerning the
And hereby declare my intention to tender for the said contract.
•
Done at On the

General Manager

## PERSONNEL FORM

POST	Number	NAMES SURNAMES	AGE	FORMATIO N	DATE OF RECRUITEMENT	EXPERIENCE IN THE BUILDING SECTOR (AT LEAST 2 YEARS)	OBSERVATION S
Works Director				•	-		
Site foreman							
Accountant					· ·		
Team leaders				-			

## **EQUIPMENT**

N'	Designation	Marque	Capacity	Age	Present state	Proprietor	Localisation
1							
2	<del> </del>		<u>.                                      </u>				
3							
4							
5			-		1 * 1		1
6						4 ,	1
7							
8	_						
9			_ ` ` ` `	: 	Loca d	,	-

Annexe photocopies d'immatriculation and contract of hiring

## **ANNEXE Nº 10**

REFERENCE(S)
(Join copy (ies) of PV of reception)

N°	INFORMATION SUR:	CONTRAT DATE	CONTRAT DATE	CONTRAT DATE	CONTRAT	CONTRAT
1	Contracting Authority					
2	Subject of the project					
3	Localisation of the project			15 15		
4	SERVICES					
5	Amount of the contract	-	-			
6	Execution dead line					
7	Date of provisionary reception					
8	Date of final reception					! -
9	Certificat de bonne fin (Annexe N°)			., .	i	
10	Number of technical staff					
11	Number of workers					
12	Equipment used					

# LISTE DES ETABLISSEMENTS BANCAIRES ET ORGANISMES FINANCIERS AUTORISES A EMETTRE DES CAUTIONS DANS LE CADRE DES LETTRE COMMANDES PUBLICS CONFORMEMENT AUX DISPOSITIONS DU . COMMUNIQUE N°034 /ARMP/08A/S DU 30 AVRIL 2008

#### I- BANKS

- 1. Afriland First Bank
- 2. BanqueAtlantique
- 3. Banque Gabonaise pour le Financement International (BGFI BANK)
- 4. Banque International du Cameroun pour l'Epargne 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- Insurance companies

- 14. Chanas Insurance;
- 15. ZENITH INSURANCE
- 16. Activa Insurance