

REPUBLIC OF CAMEROON
Peace-Work fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

MBIAME COUNCIL

SERVICE OF CONTRACTS

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION ET DU
DEVELOPMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DE BUI

COMMUNE DE MBIAME

SERVICE DES MARCHES

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER

**N°: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019
FOR THE REHABILITATION WORKS ON TIWONG BRIDGE,
MBVEN SUBDIVISION, BUI DIVISION, NORTH WEST REGION
(EMERGENCY PROCEDURE)**

PROJECT OWNER:

MAYOR MBIAME COUNCIL

CONTRACTING AUTHORITY:

MAYOR MBIAME COUNCIL

TENDER BOARD:

MBIAME COUNCIL INTERNAL TENDERS BOARD (MCITB)

FINANCING: PIB - MINADER,

BUDGET HEAD: 5327351016416292251

FISCAL YEAR: 2019

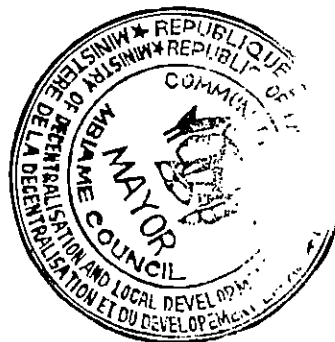
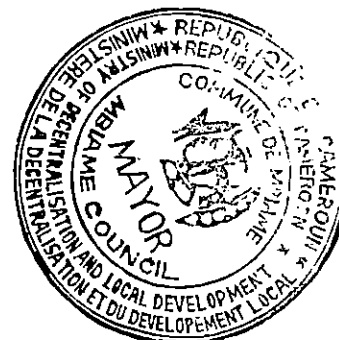


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REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION ET DU
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REGION DU NORD-OUEST

DEPARTEMENT DE BUI

COMMUNE DE MBIAME

SERVICE DES MARCHES

DOCUMENT N°: 1

TENDER NOTICE

OPEN NATIONAL INVITATION TO TENDER

N°: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019
**FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, MBVEN
SUBDIVISION, BUI DIVISION, NORTH WEST REGION
(EMERGENCY PROCEDURE)**

1) **SUBJECT OF THE INVITATION TO TENDER:** Within the framework of the execution of the 2019 state budget, the State of Cameroon represented by the Mayor Mbiame Council hereby launches in an Open National Invitation to tender for the **Rehabilitation Works on TIWONG bridge, Mbven Sub-Division, Bui Division, North West Region**

2) **NATURE OF SERVICE:** The services involved in this invitation to tender shall require the **Rehabilitation Works on TIWONG bridge, Mbven Sub-Division, Bui Division, North West Region**, these include detail description of the items found in the technical specification, bills of quantities (detail cost estimate) and working drawings

3) **EXECUTION DEADLINE:** The maximum deadline for the execution provided for by the Contracting Authority shall be **Four months (120 calendar days)** with effect from date of notification of the Service Order to start works.

4) **ESTIMATED COST:** The estimated cost after preliminary studies is **Fifteen million nine hundred and seventy (15,970,000) fcfa**

Subject	LOCALITY	Project Amount	Tender fee
Rehabilitation Works on TIWONG bridge	Tiwong village, Mbven Sub-Division	15,970,000 FCFA	30,000fcfa

5) **PARTICIPATION:** Participation in this present invitation to tender is opened to all registered and qualified companies or groups of companies based in the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in Public works and Civil Engineering domain.

6) **FINANCING:** The said works shall be financed as per the programmed budget of the 2019 Public Investment Budget (PIB 2019) of the Republic of Cameroon under the Ministry of Agriculture and Rural Development assigned to the Mayor Mbiame Council as the Authorising Officer.

Subject	Amount for the Project	Vote of charge	Expenditure authorization N°
Rehabilitation Works on TIWONG bridge	15,970,000 FCFA	53273510	162922511003910

7) **SITE VISIT:** Each bidder shall imperatively visit and inspect the work site and its environs to obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of his/her offer and

the eventual execution of the works. An attestation of site visit shall be issued on this occasion to the indenter and the observations of the bidder shall be recorded and presented in the site visit report as requested for in the tender file. The related cost of this site visit shall be borne by the bidder.

8) BID BONDS: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance and whose list is found in document N°. 12 of the Tender File, of an amount of **Three Hundred and nineteen thousand four hundred (319,400) francs CFA**, and valid for thirty (30) days beyond the date of validity of bids.

9) CONSULTATION OF TENDER FILE: The Tender documents may be consulted and obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts) during working hours at Mbiame Council office. **Tel: 677740854.**

Subject	Locality	Bid Bond	Tender fee
Rehabilitation Works on TIWONG bridge	TIWONG village, Mbven Subdivision	319,400frs cfa	30, 000frs cfa

10) ACQUISITION OF TENDER FILE: The acquisition of this Tender file is subjected to the presentation of a treasury receipt showing payment of a non-refundable fee of **Thirty Thousand (30,000frs) francs FCFA** into the coffers of the Municipal Treasury Mbiame. The original copy of this receipt showing payment of the Tender acquisition fee shall be included into the bidder's documents.

11) SUBMISSION OF OFFERS: Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one **(01) original and six (06) copies** labelled as such. These shall be submitted in one sealed pack containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical file and Envelope C: Financial file. The sealed pack shall bear no information about the company and shall reach the Mbiame Council office, Service in charge of the award of contracts not later than **16th May 2019 at 10:00 am** local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic.

The sealed pack shall bear the following inscriptions:

OPEN NATIONAL INVITATION TO TENDER

N°: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019

**FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, MBVEN
SUBDIVISION, BUI DIVISION, NORTH WEST REGION
(EMERGENCY PROCEDURE)**

(To be opened only during bids opening session)

12) ADMISSIBILITY OF BIDS: Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender. They must obligatorily be not older than three (3) months preceding the date of submission of bids or may be established after the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.

13) OPENING OF BIDS: The offers shall be opened in a single phase, in the conference hall of Mbiame Council, on **16th May 2019 at 11:00 am** only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Any bid which shall not comply with the requirements of the tender file shall be rejected. Bids shall be opened and assessed in a single (01) phase.

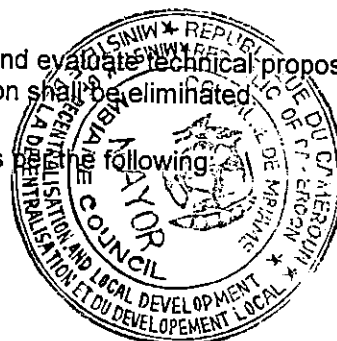
This shall involve:

- Opening and appraisal of validity and authenticity.
 - Opening of envelopes containing technical documents to appraise and evaluate technical proposals
- NB:** Any bids which shall not obtain **70%** score in the technical evaluation shall be eliminated.

14) ASSESSMENT CRITERIA: Tender conformity shall be evaluated as follows:

A - Eliminary criteria

- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;



- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Omission of a unit price in the financial bid;
- Non respect of 70% of essential criteria;

B - Essential criteria

- General presentation of the tender files;
- Financial capacity;
- References of the company in similar achievements;
- Quality of the personnel;
- Technical organisation of the works;
- Safety measures on the site;
- Logistics;
- Attestation and report of site visit;
- Special Technical Clauses initialled in all the pages;
- Special Administrative Clauses completed and initialled in all the pages

NB:

- Any Bid that shall not obtain 70% evaluation shall simply be rejected.
- Details of these main qualification criteria are specified in the assessment grid found in the Special Tender Regulations (RPAO).

15) AWARD OF CONTRACT: The contract shall be awarded to the lowest bidder, who fulfils the technical and administrative requirements.

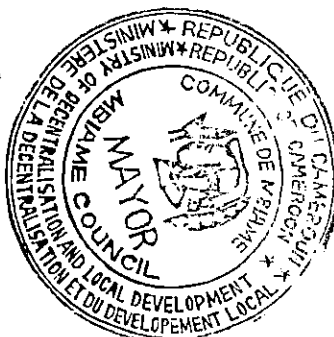
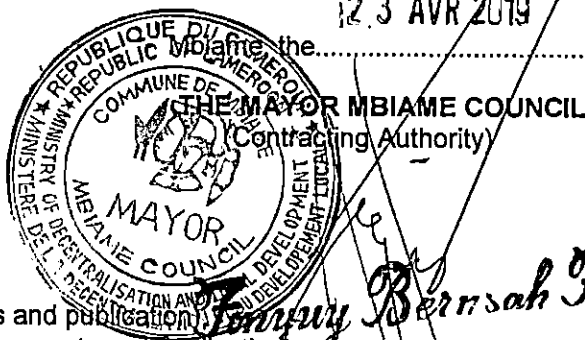
16) DURATION OF TENDER VALIDITY: Bidders will remain committed to their offers for a period of ninety (90) days from the last date of the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

17) FURTHER INFORMATION: Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at Mbiame Council.

18) AMENDMENT TO THE INVITATION TO TENDER: The Contracting Authority reserves the right, if warranted, to subsequently amend this invitation to tender.

Copies:

- ARMP (for publication and archiving),
- CRTV/Cameroon tribune (for announcements and publication),
- Local radio stations/Newspapers (for announcements and publication),
- Notice boards (for information),
- Contracts Service Mbiame Council (for archiving),
- Chairman, Mbiame Council Tenders Board
- Chrono



REPUBLIQUE DU CAMEROUN

Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION ET
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MBIAME COUNCIL

SERVICE OF CONTRACTS

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N°: 04/AONO/MBIAME COUNCIL/BUI/MCITB/2019 du 23rd April 2019

**POUR LES TRAVAUX DE REFECTION DU PONT TIWONG, ARRONDISSEMENT DE MBVEN DANS LE
DEPARTEMENT DE BUI, REGION DU NORD-OUEST**

(PROCEDURE D'URGENCE)

1) **OBJET DE L'APPEL D'OFFRES:** Dans le cadre de l'exécution du Budget d'Investissement Public 2019, l'Etat de Cameroun représenté par, le Maire de la commune de Mbiame lance un Appel d'Offres National Ouvert pour les travaux DE REFECTION DU PONT TIWONG, ARRONDISSEMENT DE MBVEN DANS LE DEPARTEMENT DE BUI, REGION DU NORD-OUEST.

2) **Consistance des travaux :** Le service requis dans cet Appel d'Offres concerne les travaux DE REFECTION DU PONT TIWONG, ARRONDISSEMENT DE MBVEN DANS LE DEPARTEMENT DE BUI, REGION DU NORD-OUEST. Les travaux objets du présent appel d'offres consistent les détails des descriptions mentionnées et dans le cadre du détail estimatif.

3) **DELAI D'EXECUTION:** Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de **Cen-vingt jours continus (04 mois)** à partir du jour de la notification de l'ordre de service.

4) **COÛT PRÉVISIONNEL:** Le coût prévisionnel de l'opération à l'issue des études préalables est de: **Quinze Millions neuf cent soixante-dix mille (15,970,000frscfa) francs FA.**

Projet	Localité	coût prévisionnel	Achat DAO
Les travaux de Réfection du Pont TIWONG, Arrondissement de Mbven dans le Département de Bui, Région du Nord-Ouest	Village TIWONG dans l'Arrondissement de Mbven,	15,970,000fcfa	30,000fcfa

5) **PARTICIPATION:** La participation au présent avis d'appel d'offres est ouverte à égalité de conditions aux Entreprises ou groupes d'entreprises ayant une bonne réputation ainsi que expertise professionnel, technique et financier dans la construction des bâtiments publics et travaux publics exerçant au Cameroun.

6) **FINANCEMENT:** Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du Ministère de l'Agriculture et du Développement Rurale au titre de l'exercice 2019 assigné au Maire de la Commune de Mbiame comme gestionnaire, sur la ligne d'imputation budgétaire

Objet	coût prévisionnel	N° de l'Imputation	N° de l'autorisation de dépense
Les travaux de Réfection du Pont TIWONG bridge, Arrondissement de Mbven dans le Département de Bui, Région du Nord-Ouest	15,970,000 FCFA	53273510164 16292251	IU03910

7) **CAUTIONNEMENT PROVISOIRE:** Chaque soumissionnaire doit joindre dans ses documents administratifs, une **garantie de soumission** qui respecte le model prescrites dans le DAB établi par un établissement bancaire agréé par le Ministère en charge des Finances d'un montant égal à **Trois cent dix neuf mille quatre cent (319,400) francs CFA**. Le cautionnement provisoire serait libéré au plus tard trente (30) jours après le délai de validité de l'offre pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.



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

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

8) CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant (Service Communale de passation des marchés) pendant les heures ouvrables à la mairie de Mbiame. Tel: 677740854.

9) ACQUISITION DU DOSSIER D'APPEL D'OFFRES: Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés) pendant les heures ouvrables à la mairie de Mbiame, contre versement d'une somme non remboursable de Trente mille (30,000) franc cfa, payable à la Recette Municipale de Mbiame.

10) REMISE DES OFFRES: Chaque offre rédigée en Français ou en Anglais en Sept (07) exemplaires, c.-à-d. Un (01) original et six (06) copies marqués comme tels, sera remise au Service Communale de Passation des Marchés, situé à la Mairie de Mbiame, au plus tard le **16 mai 2019 à 10heures**. Il doit être dans un paquet contenant trois enveloppes marquées A : pour le dossier Administratif, B : pour le dossier Technique et C : pour le dossier Financier. Ce paquet devra porter la mention :

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N°: 04/AONO/MBIAME COUNCIL/BUI/MCITB/2019 du 23rd April 2019
POUR LES TRAVAUX DE REFECTION DU PONT TIWONG, ARRONDISSEMENT DE MBVEN DANS LE
DEPARTEMENT DE BUI, REGION DU NORD-OUEST
(PROCEDURE D'URGENCE)

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

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

Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.

12) Ouverture des plis: L'ouverture des plis se fera le **16 mai 2019 à 11heures**, heure locale en une phase par la Commission Communale de Passation des Marchés, (SALLE DE CONFERENCE DE LA MAIRIE DE MBIAME) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise.

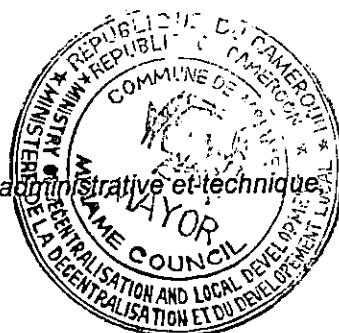
Les offres qui ne vont pas respecter les prescriptions du DAO seront simplement et purement rejetées.
L'ouverture des plis sera faite en une phase.

- les dossiers administratifs et les offres techniques seront premièrement étudiés par les membres de la Commission de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins 70% de la notation sur des dossiers administratifs et techniques seront éliminées.

13) ÉVALUATION DES OFFRES: Les offres seront évaluées selon les conditions suivantes.

A) Critères Eliminatoires :

- Fausse déclaration ou pièce falsifiée,
- Absence ou insuffisance du cautionnement,
- Offres remise dans les enveloppes ou paquets ouverts,
- Offres remise après le délai
- Omission, dans le bordereau des prix, d'un prix unitaire,
- Dossier technique ou financier incomplet,
- Capacité financière non justifiée,
- Note technique inférieure à 70% au niveau de l'évaluation administrative et technique



B – Critères Essentiels :

- Présentation General de l'Offre ;
- Capacité Financière ;
- Les références de l'entreprise dans les mêmes domaines ;
- Qualité du personnel ;
- Organisation Technique du travail ;
- Les mesures de sécurité sur le site ;
- Logistiques ;
- Attestation et report de la visite de site ;
- Les Clauses technique vise sur toute les pages ;
- Les Clauses administratifs vise sur toute les pages.

Remarque :

- Seules les entreprises ayant obtenu au moins 70% de la notation sur des dossiers Administratifs et Techniques seront retenus.
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

14) ATTRIBUTION: Le marché sera attribué au soumissionnaire présentant l'offre la moins disant et remplissant les capacités techniques et administratives requises.

15) DUREE DE VALIDITE DES OFFRES : Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.

16) Les Renseignements Complémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés situé à la Mairie de Mbiame. Tel: 677740854.

17) Additif à l'appel D'offres: L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

23 AVR 2019

Mbiame, le.....

LE MAIRE DE LA COMMUNE DE MBIAME
(AUTORITE CONTRACTANTE)



Joseph Bersah Fidele

Ampliation :

- ARMP (pour publication et archivage),
- CRTV/Cameroon tribune (pour les annonces et publication),
- Radio locale et Presse privée, (pour les annonces et publication),
- Tableau d'affichage (pour information),
- Service des Marchés (pour archivage),
- Président, Commission de Passation des Marchés, Commune de Mbiame,
- Chrono



General Regulations of the Invitation to Tender

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A. General

Article 1: Scope of the tender:

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

1.2 The bidder retained or the preferred bidder must complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.

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

Article 2: Financing: The source of financing of the works forming the subject of this invitation to tender shall be specified in the Special Regulations.

Article 3: Fraud and corruption:

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

a) The following definitions shall be admitted:

a.1 Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;

a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;

a.3 "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;

a.4 "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

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

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

Article 4: Candidates allowed competing:

4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.

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

a. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.

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

b.1 Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or

b.2 Presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.

b.3 The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.

c. The bidder must not have been excluded from bidding for public contracts.



d. A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

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

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

Article 6: Qualification of bidder:

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

6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and

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

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

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

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

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

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

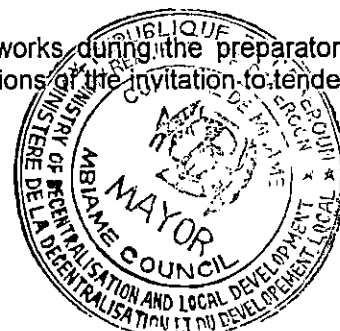
6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

Article 7: Visit to the works site:

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

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

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



B. TENDER FILE

Article 8: Content of Tender File:

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

- Document No. 1. The tender notice;
- Document No. 2. The General Regulations of the invitation to tender;
- Document No. 3. The Special Regulations of the invitation to tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model Jobbing Order:
 - The execution schedule;
- Document No. 10. Model forms to be used by bidders
 - Model bidding letter;
 - Model bid bond;
 - Model final bond;
 - Model of bond of start-off advance;
 - Model of guarantee in replacement of the retention fund;
 - Model contract;

- Document No. 11. Annexes presenting the equipment, personnel and references;
 - Model contract;

Document No. 12. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

Document No. 13. Working drawings and details

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

Article 9: Clarifications on the Tender File and complaints

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.

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

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

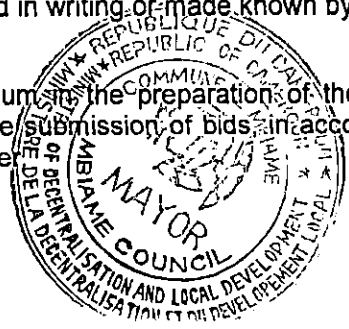
9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to MINMAP and the body in charge of the regulation of public contracts.

Article 10: Amendment of the Tender File

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

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

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



C PREPARATION OF BIDS

Article 11: Tender costs: The candidate shall bear the costs related to the preparation and presentation of his bids and the Contracting Authority and the Project Owner shall in no case be responsible for these costs nor pay for them whatever the evolution or outcome of the invitation to tender procedure.

Article 12: Language of bid: The bid as well as any correspondence and any document exchanged between the bidder and the Contracting Authority shall be written in English or French. Complementary documents and the forms provided by the bidder may be written in another language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case for reasons of interpretation, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file: It includes:

a.1 All documents attesting that the bidder:

- Has subscribed to all declarations provided for by the laws and regulations in force;
- Paid all taxes, duties, contributions, fees or deductions of whatever nature;
- Is not winding up or bankrupt;
- Is not the subject of an exclusion order or forfeiture provided for by the law in force;

a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;

a.3 The written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

b. Volume 2: Technical bid

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

b.2 Methodology: The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc).

b.3 Proof of acceptance of conditions of the contract: The bidder shall submit duly initialled copies of the administrative and technical documents relating to the contract, namely:

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

b.4 Commentaries (optional): A commentary on the technical choices of the project and possible proposals.

c. Volume 3: Financial bid: The Special Regulations specify the elements that will help in justifying the cost of the works, namely:

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

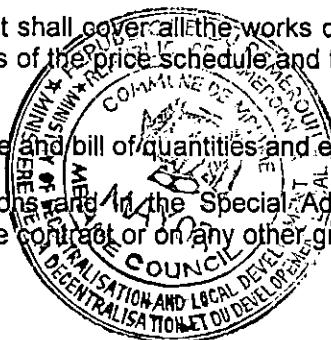
In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(2) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

Article 14: Bid price:

14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.

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

14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty



(30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

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

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

Article 15: Currency of bid and payment

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

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

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

a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.

b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.

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

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

a. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";

a. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.

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

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

Article 16: Validity of bids:

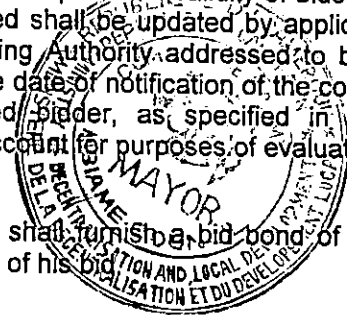
16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority as not being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

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

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

Article 17: Bid bond

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



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

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

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

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

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:

b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;

b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;

b.3 Refuses to receive notification of the Administrative Service Order to commence execution of works.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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

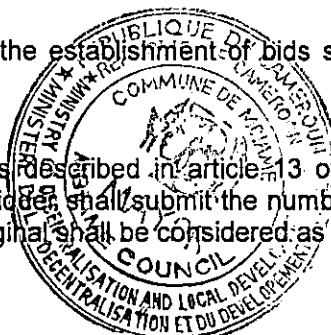
19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting. The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according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

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

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

Article 20: Form and signature of bid

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



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

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.2 The external and internal envelopes:

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

b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.

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

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

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

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

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

Article 23: Late bids: Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

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

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

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

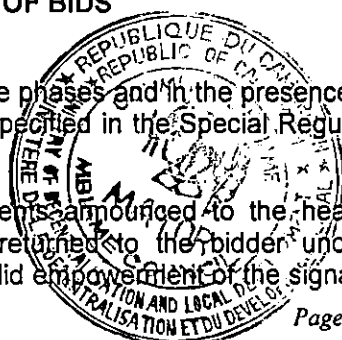
24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6)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

E. OPENING OF ENVELOPES AND EVALUATION OF BIDS

Article 25: Opening of envelopes and petitions

25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to



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

25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

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

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

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

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

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

Article 26: Confidential nature of the procedure

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

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

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

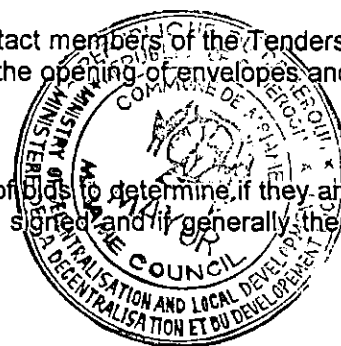
Article 27: Clarifications on the bids and contact with the Contracting Authority

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

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

Article 28: Determination of compliance of bids

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



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

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

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

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

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

Article 29: Qualification of the bidder: The Evaluation sub-committee shall ensure that the successful bidder retained for having submitted a bid substantially in compliance with the provisions of the Tender File, fulfils the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid any arbitrariness in determining qualification.

Article 30: Correction of errors

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

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

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

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

Article 31: Conversion into a single currency

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

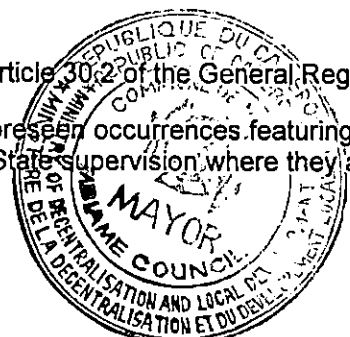
31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

Article 32: Evaluation and comparison of financial bids

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

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

- a. By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b. By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.



c. By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;

d. By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.

e. By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;

f. If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.

g. If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

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

Article 33: Preference granted national bidders: National contractors shall benefit from a margin of national preference during the evaluation of bids as provided for in the Public Contracts Code.

Article 34: Award

34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with this Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.

34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.

34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.

Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure: The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of award of the contract: Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

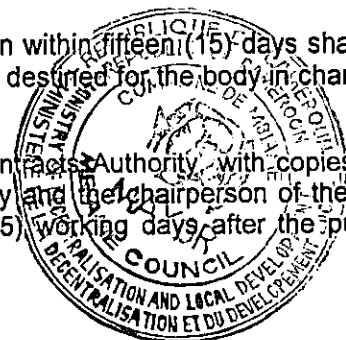
Article 37: Publication of results of award and petitions

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

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

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

37.4 In case of petition, it should be addressed to the Public Contracts Authority with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the publication of the results.



Article 38: Signing of the contract

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

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

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

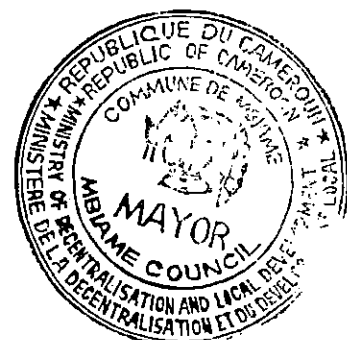
Article 39: Final Bond

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

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

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

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



SPECIAL REGULATIONS OF THE INVITATION TO TENDER

Article 1: DEFINITIONS AND DUTIES UNDER THE INVITATION TO TENDER

CONTRACTING AUTHORITY: *THE MAYOR MBIAME COUNCIL.*

PROJECT OWNER: *THE MAYOR MBIAME COUNCIL.*

AUTHORISING OFFICERS: *THE MAYOR MBIAME COUNCIL.*

PROJECT ENGINEER: *DIVISIONAL DELEGATE OF MINADER- BUI.*

PROJECT MANAGER: *DIVISIONAL Chief of Rural Engineering MINNADER- BUI.*

Article 2: PURPOSE OF THE INVITATION TO TENDER: The purpose of this Open National Invitation to tender is for the Rehabilitation Works on TIWONG Bridge in Mbven subdivision.

Article 3: CONDITIONS FOR PARTICIPATION: Participation in this present invitation to tender is opened to all registered and qualified enterprises of the Republic of Cameroon, with the necessary financial capability, technical and professional expertise in Public works (construction domain).

Article 4: FUNDING: The project shall be financed by the 2019 Public Investment Budget of the Republic of Cameroon imputed under the Budget of the Ministry of Agriculture and Rural Development assigned to the Mayor Mbiame Council. That is:-

- a) **Funding of works:** Works shall be funded by the Public Investment Budget of Cameroon.
- b) **Budget:** Works shall be charged to the 2019 Budget of the Ministry of Agriculture and Rural Development.

Article 5: DURATION FOR EXECUTION OF THE CONTRACT: The deadline for the completion of the works shall be One hundred and twenty (120) calendar days, with effect from date of notification of the service order bearing information to start works.

Article 6: CONSTITUENT DOCUMENTS OF THE TENDER FILE

This tender file shall include the following documents:

- The open national invitation to tender.
- The special regulations governing the invitation to tender, i.e. the General Tender Regulation and the Special Tender Regulation.
- The special administrative conditions (SAC/CCAG).
- The special technical conditions (STC/CCTP).
- The price list, i.e. Form for Unit Prices (PES) and Form for Price Elaboration (PE).
- The detailed cost estimate, i.e. Form for Bill of Quantities and Cost Estimates (BQCE).
- The model performance bond.
- The model bank guarantee for the refund of the start-off advance,
- The model undertaking by the bidder.
- Execution plan.

Article 7: GENERAL REQUIREMENTS OF THE INVITATION TO TENDER

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

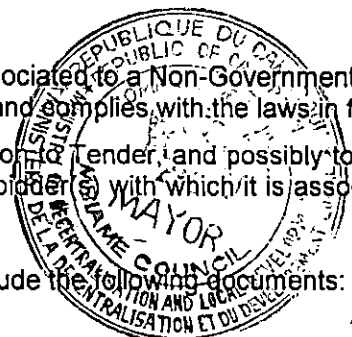
At the request of the Mbiame Council Tenders Board, the Contracting Authority shall reserve the right not to respond to the Invitation to tender if he considers that it has not received an acceptable bid. He may therefore declare the Invitation to Tender unsuccessful and re-launch or cancel it.

Bids presented by groups of enterprises

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

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

Article 8: PRESENTATION AND CONTENT OF BIDS: Each bid shall include the following documents:



1. ENVELOPE A: Administrative Documents

The bid submitted by a bidder shall comprise the following:

- A1. The declaration to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1000 FCFA. (see Form N° 01 for the format)
- A2. A Treasury Receipt showing the payment for the tender fee of Thirty thousand (30,000) FCFA.
- A3. An attestation of a bank account in the name of the enterprise.
- A4. The original copy of a bid security (Bank caution) of Three Hundred and nineteen thousand four hundred (319,400) FCFA from a bank accredited by the Ministry of Finance and recognised by COBAC (see Form N° 04 for format).
- A5. A certified copy of current Business Licence (2019 "Patente") with a turnover up to or above the amount of the contract TTC.
- A6. A certified copy of Tax payer's card (with regime same as in Business Licence).
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit).
- A8. An original certificate of tax assessment certifying that the bidder owes no taxes.
- A9. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions.
- A10. A proof of nationality of bidder (certified true copy of N.I.C card of General Manager).
- A11. A certified copy of certificate of incorporation
- A12. An original Certificate of non-exclusion from the Public Contracts by ARMP.
- A13. An original Attestation of site visit signed by the contractor,
- A14. Attestation and plan of localisation of the enterprise
- A15. The Special Tender Regulations initialised and signed on the last page.
- A16. The Special Administrative clauses initialised and signed on the last page
- A17. Power of attorney where necessary
- A18. Group agreement as the case may be, that is, the agreement of association must be drawn up by a notary in case the bidder is representing a group of enterprises

N.B:

*Absence of the following documents shall result to outright rejection of the bidder's file

- ✓ Receipt for the purchase of tender file
- ✓ Bid security (*bid bond*)
- ✓ Bids not containing all the documents listed above or not in conformity with the models.

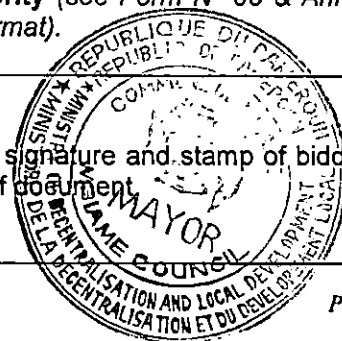
*All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals and must not be more than three (03) months old. The documents shall be arranged in the order listed above and separated from each other by colour separators

*Any document with double certification shall not be accepted.

2. ENVELOPE B: Technical Documents

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

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	Equipment list	It shall show clearly the means at the disposal of the enterprise to carry out the job (See Annex N° 03 for format)	Attach certified copies of proof of ownership or lease agreements signed by a notary if equipment is hired, etc. <i>NB-These equipment and tools must be present at the site before and during each phase</i>
B2	Personnel list	It shall contain: • Works Supervisor: A Civil Engineer with at least 5years' experience on field work or a Senior Civil Engineering Technician with an experience of at least 5 years' in the building sector. • Site Foreman: A Civil Engineering Technician with at least 5years' experience in the field of civil construction works or equivalent.	Attach for each person a CV (<i>signed and dated by the individual</i>) as well as a certified copy of highest diploma of each person NB-All key personnel must present commitment of availability duly signed & certified by a competent authority (see Form N° 08 & Annex N°04 for format).
B3	Methodology/ Organisation of works	Assessment of all technical Bids shall be based on the understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise (<i>methodology</i>	Date, signature and stamp of bidder at the end of document



		<i>of execution, work schedule, site installation, supply of materials, works to be sub-contracted, relating to the use of local manpower, etc)</i>	
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub-contractor (only 30% of the contract can be subcontracted)
B5	Site visit report	All bidders or their work supervisors or foremen shall visit the bridge site and draw up a site visit report containing coloured picture(s) to show that he was there. This report shall be signed and dated by the Works Supervisor or site Foreman of the bidder.	Dated and signed by the technical personnel of the Enterprise (<i>See annex N° 06 for format</i>).
B6	References of the enterprise.	List of similar jobs executed in the past years by the enterprise and/or other civil Engineering works realised.	Amount of works, copies of (1 st and last pages) and minutes of reception or attestation of effective realisation. Include accessible telephone number(s) of beneficiary service(s) to enable verification when need arises. (<i>see annex N° 02 for format</i>)
B7	Technical specifications	Provided in tender file.	Initialled on every page and signed and stamp on the last page

3. ENVELOPE C: Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	The tender	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. (<i>see Form N° 02 for format</i>)
C2	Price enclosure Slip	Sub-detail of prices proposed in the price list, that is, the price list in accordance with the model and stating prices exclusive of VAT in words and in figures	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C3	Bill of Quantities and Cost Estimates	Detailed cost estimates of the works.	Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.
C4	Unit Price Schedule	Format to be completed showing detail breakdown of prices.	Initials and stamped on every page
C5	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.

Note:

- All these documents are to be arranged in the above order and separated with colour separators.
- Plans supplied with tender file should not be submitted.
- Any bid that shall not include the above documents or contain documents non-compliant with the models shall be rejected
- The constituent documents of each envelope shall be numbered according to the order of the tender file.

All the constituent documents of envelopes A, B and C, shall be sealed in a large anonymous pack labelled as follows:

Address: TO MBIAME COUNCIL INTERNAL TENDERS BOARD

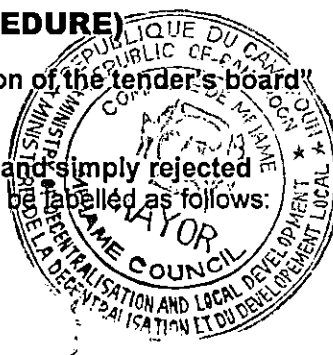
OPEN NATIONAL INVITATION TO TENDER

N°: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019

**FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, MBVEN SUBDIVISION, BUI DIVISION, NORTH WEST REGION
(EMERGENCY PROCEDURE)**

"To be opened during the official session of the tender's board"

NB: Envelopes bearing any other inscriptions shall be purely and simply rejected
The three (03) constituent envelopes in the anonymous pack shall be labelled as follows:



ENVELOPE A « Administrative Documents »

**OPEN NATIONAL INVITATION TO TENDER
N°: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019
FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, MBVEN SUBDIVISION, BUI
DIVISION, NORTH WEST REGION
(EMERGENCY PROCEDURE)**

"To be opened during the official session of the tender's board"

ENVELOPE B: «Technical Documents »

**N°: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019
FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, MBYEN SUBDIVISION, BUI
DIVISION, NORTH WEST REGION
(EMERGENCY PROCEDURE)**

"To be opened during the official session of the tender's board"

ENVELOPE C: «Financial Documents »

**OPEN NATIONAL INVITATION TO TENDER
N°: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019
FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, MBVEN SUBDIVISION, BUI
DIVISION, NORTH WEST REGION
(EMERGENCY PROCEDURE)**

"To be opened during the official session of the tender's board"

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

Article 9: SUBMISSION OF BIDS: Each bid shall be drafted in English or French, bound and presented in several copies:

- Seven (7) copies for envelope A, that is, an original and six copies, respectively labelled as such
- Seven (7) copies each for envelopes B and C, that is, an original and six copies, respectively labelled as such

These bids shall be submitted, against a duly signed receipt, at the Service for the award of contracts, Mbiame Council, Mbven subdivision on or before **16 May 2019 at 10.00 am prompt**. After this deadline no bid shall be submitted and no bid regularly submitted or dispatched shall be withdrawn, supplemented or modified. Each bidder after submission shall before departure ensure that the pack (*enclosing envelopes A, B and C*) is stamped sealed by this service. Hence, in the case where the pack shall not be sealed or without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder.

Hence all documents submitted by a bidder in any capacity, following this open national invitation to tender, must be established exclusively:

- In English or French language,
- Using the metric system for quantities,
- Expressing all costs prices in francs' currency (FCFA),

Article 10: DURATION OF VALIDITY: Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of for the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline. During this period, the Contracting Authority shall notify the successful bidder of his decision.

Article 11: COMPLIANCE OF BIDS WITH THE TENDER FILE: Shall be taken into consideration only bids received within the time-limits prescribed by the Public Notice for the Invitation to tender and presented pursuant to the provisions of articles of the Special regulations governing the invitation to tender. The Mbiame Council Tenders Board shall make sure that each bid meets all the requirements, conditions and specifications of the tender file without any restriction. Bidders are bound to strictly comply with this measure as there can be no negotiation on the provisions of the tender file.

Article 12: OPENING AND ASSESSMENT OF BIDS: Bids shall be opened on the date and at the venue specified in the Notice of invitation to tender.

Very important remarks to note during evaluation:



→ Any Bidder who shall not have 70% of the total score of the evaluation shall simply be eliminated.

→ The competent Tenders Board shall open the envelopes in single phase and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.

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

→ All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

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

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

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

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

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

→ No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders nor to any person concerned with the said procedure before the announcement of the results.

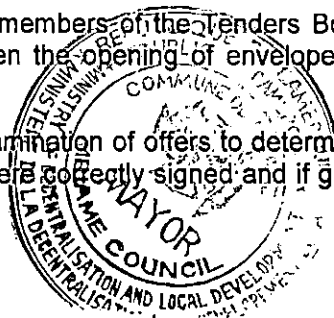
→ Any attempt by a bidder to influence the Evaluation sub-committee of bids or the Contracting Authority in his award decision may cause the rejection of his offer.

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

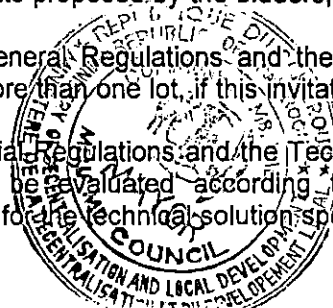
→ To ease the examination, evaluation and comparison of offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the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

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

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



- The Evaluation sub-committee shall determine if the offer is essentially in conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:-
- which substantially limits the scope, quality or realisation of the works;
 - which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
 - Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tenders File.
- If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.
- The Contracting Authority reserves the right to accept or reject any modification, divergence or reservation. Modifications, divergences, variants and other factors which are beyond the requirements of the Tender File shall not be considered during the evaluation of offers.
- The Evaluation sub-committee shall ensure that the successful bidder, because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in Special Regulations. It is essential to avoid any arbitrariness in determining qualification.
- The Evaluation sub-committee shall verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a **Gross Error** of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
 - If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
 - Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- The amount featuring in the offer shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- If the bidder who presented the lowest bid refuses the correction thus carried out, his offer shall be rejected and the bid bond may be seized.
- Only offers considered as being in conformity, as per the provisions of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- By evaluating the offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:
- By correcting any possible error in accordance with the provisions of the General Regulations;
 - By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
 - By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of the General Regulations;
 - By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
 - If need be, in accordance with the provisions of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.



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

The Contracting Authority reserves the right to accept or reject any modification, difference or reservation. The modifications, differences, variants or other factors which exceed the requirements of the tender file are not taken into account during the evaluation of offers.

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

→ As concern the Preference granted national bidders, if this provision is mentioned in the Special Regulations, national contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

12.1 Eliminary criteria: Presentation of bids and compliance of administrative, financial and technical documents pertaining thereto shall be eliminary criteria. Non-compliance with these criteria shall lead to the elimination of the bidder. The eliminary criteria include:

- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- Absence or insufficient bid bond;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Omission of a unit price in the financial bid;
- Non respect of 70% of essential criteria;

12.2 Essential criteria: The preliminary evaluation shall be binary (YES/NO) based on the following essential criteria:

<p>GENERAL PRESENTATION OF THE BIDS</p>	<ul style="list-style-type: none"> - Table of content - Quality of the binding (<i>spiral binding recommended</i>) - The presentation of all documents required in order - Clarity of the documents - Availability of colour separator
<p>EXPERIENCE OF THE CONTRACTOR</p> <p><i>See annex N° 02 for format</i></p>	<ul style="list-style-type: none"> - List of contracts successfully realised in the past years. - At least ¾ of projects used above should be in the domain of Civil Engineering. - Copies (first and last pages) of at least 2 of the contracts presented. - Copies of (provisional/final) reception minutes presented with exception for projects of last year. <p><i>That is, Bidder's experience with similar works.</i></p>
<p>QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY</p> <p>NB-All key personnel must present commitment of availability duly signed & certified by the personnel concerned with a certified copy of national identity card. <i>See annexes N° 04 & Form N° 08 for format</i></p> <p>For the Engineer, show proof of current membership in the National Order of Civil Engineers</p>	<ul style="list-style-type: none"> - Company's organizational chart. - Project's organisational chart. - List of personnel deployed to the project: Works Supervisor, A Civil or rural Engineer with at least 5years' experience on field work or a Senior Civil Engineering Technician with an experience of at least 5 years' in the building sector. - Foreman; A Civil or rural Engineering Technician with at least 5years' experience in the field of civil construction works or equivalent. - Curriculum Vitae (CV) of the above personnel signed and dated by the individuals respectively (<i>see annex N° 01 for format</i>). - Certified copies of certificate(s) or diplomas of at least the key personnel relevant to the works concerned <p><i>That is, Qualification, skills and professional experience of key personnel relevant to the works.</i></p>
<p>TECHNICAL EQUIPMENT</p> <p>NB- <i>These equipment and tools must be present at the site before and during each phase.</i></p> <p><i>See annex N° 03 for format</i></p>	<ul style="list-style-type: none"> - The list of equipment relevant for the project - List of tools relevant for the project - Proof of ownership or lease agreement if hired. - Description of equipment (giving mark, registration, etc). - Evidence of normal functioning of equipment. - Distance between current and intended location of equipment. <p><i>That is, Compliance with technical specifications of the tenders file as well as equipment and tools vital for the execution of the works.</i></p>

METHODOLOGY FOR THE EXECUTION OF WORKS

- Description of the organisation of worksite and methods of execution of works with technical details.
 - The planning (schedule of the execution of works).
 - Site visit attestation and Site visit report.
 - The duration for the execution of the works.
 - Environmental protection.
 - Security measures on site.
 - Sources and quality of materials.
 - Appropriate technical specifications.
- That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.*

Bids shall be opened and assessed in a single phase. Opening of envelopes containing administrative documents shall consist in cross-checking the compliance of documents, that is:-

- The administrative file must be complete and the constituent documents valid and authentic.
- The bid bond shall comply with the prescribed model. Only bids that are found administratively compliant shall be assessed. Opening of envelopes containing technical documents which shall consist in cross-checking authenticity of the documents to see if they are complete, original copies and valid, if the documents are duly signed and if on the whole, the bids are in the right order. Only Bids with at least a score of 70% shall have their financial files evaluated. ie (Envelope C).

Remarks

→ When the amount(s) of the lowest bidder shall look abnormal, he/she shall be called upon to give justifications and if the explanations are not plausible, the next Enterprise on the ranking of amounts will be given the chance.

→ The Sub-Committee of evaluation and analyses shall examine and fix the final amount of bid as follows:-

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

On a whole, the financial file shall be assessed over 100 points, the realistic lowest bid shall be awarded the majority of points.

Article 13: AWARD OF THE CONTRACT: According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder through careful study which is carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. Hence the **contract shall be awarded to the bidder with the lowest realistic bid and who has the technical & financial capacities required in the eliminatory criteria.** As concerns the procedure for the award, it shall consist of:-

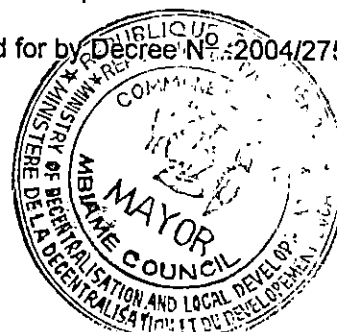
* The preparation, awarding and execution according to the rules and procedures defined by the legislation in force for Public contracts.

* The winner shall be notified through his official address or public media. He shall in two (02) days fulfil the formalities related to the awards, especially to submit ten (10) copies of the proposed contract (completed and signed) to the office of the Contracting Authority for transmission to the tenders board after which the final version will be finally signed by the Contracting Authority.

* In the case where the enterprise does not fulfil these conditions, his/her chance shall simply be annulled without further notice and the next contender shall be called in for replacement.

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

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



Article 14: CLARIFICATIONS ON THE TENDER FILE: Request for clarifications may be addressed by letter or fax to the Contracting Authority at the following address:

THE LORD MAYOR
Mbiame Council
Service for the award of Contracts
Mbiame

USEFUL INFORMATION TO CONTRACTORS

The Special regulations governing this invitation to tender provide instructions to bidders and set the general conditions for the award of the contract for the execution of works for the Rehabilitation works on Tiwong bridge.

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

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

- Bidders are advised to visit and inspect the work-site and its surroundings to obtain at their own cost, any information that may be necessary in preparing the bid and executing the works. Costs of the visit to the site shall be born by the bidder.
- The Contracting Authority may organize a visit to the work-site dedicated for the preparation of the bids referred to under the Special regulations governing the invitation to tender.
- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up of operations of project-site shall be carried out by the chief of Rural Engineering MINADER-Bui in collaboration with other stakeholders and the Divisional Delegation of Agriculture for Bui who shall report on the works executed, prepare payments that shall be VISAED by the Mayor Mbiame Council for payment into an account opened by the contractor to this effect.
- Works are placed under the supervision of the Bui Participatory Project Follow-up Committee.
- Members of the Follow-up Committee may separately visit the site at any stage of the construction works and have access to the entire document pertaining to the follow-up for proper execution of works. Hence, as concern:-

1: The scope of the tender

The Mayor Mbiame Council hereinafter referred to as the Contracting Authority, hereby launches an Open National Invitation to Tender for the construction works described in the Tender File. The works, which form the subject of the invitation to tender features in the Special Regulations of the invitation to tender. Hereafter reference is made to it under the term **"Works"**.

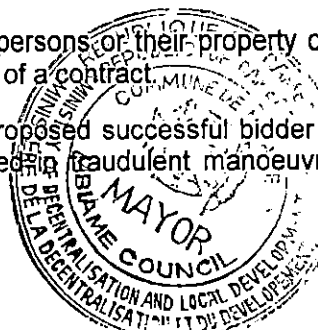
The bidder retained or the successful bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Service Order to start work.

2: Financing: The source of financing of the works forming the subject of this invitation to tender is specified in the Special Regulations.

3: Fraud and corruption:

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

- a) Defines, within the context of this clause, the following expressions in the following manner:
 - i) Shall be guilty of "corruption" whoever offers, gives, requests or accepts any gifts in view of influencing the action of a public official during the award or execution of this contract;
 - ii) Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of this contract;
 - iii) "Collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
 - iv) And "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Will reject any award proposal if he determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.



4: Candidates allowed to Compete:

(a) A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest.

A bidder shall be judged to be in a situation of conflict of interest if he:

i) Is associated or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or

ii) Presents more than one offer within the context of invitation to tender, except authorised variants according to article 18, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one offer.

(c) The bidder must not have been excluded from bidding for public contracts.

(d) A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is:-

(i) Legally and financially autonomous,

(ii) Managed according to commercial laws and

(iii) Not under the direct supervisory authority of the Contracting Authority or Contracting Authority or his immediate collaborators.

5: Calculation of prices:

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

The bidder shall fill, in letters and in figures, the unit prices in the price enclosure slip and the unit prices are to be multiplied by the quantities given in order to obtain the amount of his offer for each item.

5.2 The price enclosure slip must be completed. Any price lacking on this form shall be considered as follows:

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

5.3 The bidder shall express the prices in the Price Elaboration Schedule (PES) and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.

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

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

Remarks:

- A unit price which shall be the price of an element of a good or service, of a type or an item of work, the quantities of which are estimates in the contract shall be calculated in Francs CFA and furnish in figures and in words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the Franc CFA.

- As this invitation to tender will consist of a contract whose duration of execution is not more than one (01) year, it shall not be subject to price revision.

- It shall be forbidden to introduce a price revision clause by way of additional clause in the contract awarded on the basis of a firm price.

6: Supplies equipment and authorised services

6.1: Supplies equipment and services that shall form the subject of the contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said supplies, equipment and services.

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

7: Qualification of bidder

7.1 As an integral part of their offer, bidders must update the information requested of them, such as:-

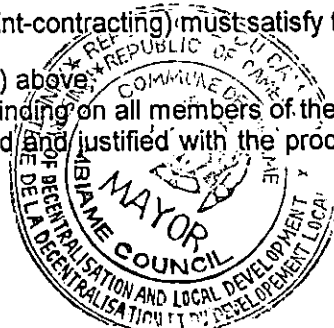
- (i) Access to a credit line or availability of other sources of funding; considering the scope of the services, the production of recent balance sheets and turnovers may be required;
- (ii) Orders acquired and contracts awarded;
- (iii) Pending litigations and
- (iv) Availability of indispensable equipment.

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

(a) The offer must include all the information listed in article 6(1) above;

(b) The offer and the contract must be signed in a way that is binding on all members of the group;

(c) The nature of the group (joint or several) must be specified and justified with the production of a joint venture agreement in due form;



(d) The member of the group designated as the representative will represent all the undertakings vis à vis the Contracting Authority with regard to the execution of the Contract.

(e) In case of joint co-contracting, the co-contractors shall share the sums which are paid into a single account; on the other hand, each undertaking is paid in its own account where it is several co-contracting.

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

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

8: Signature of bids – Power of Attorney

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

8.2 If the bidder is a group of enterprises, each group member or representative must sign the bidding documents such that the result shall be a joint offer. The group shall choose a common representative who shall receive Service Orders and carry out all transactions in the name of the group.

Article 15: ADDENDUM TO THE TENDER FILE: The Contracting Authority may, at any moment before the deadline for the submission of bids and for any reason, on his own initiative or following a request for clarification addressed by a bidder, modify the tender file.

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

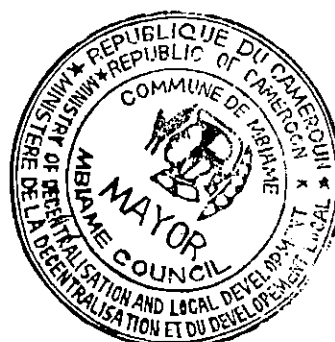
Article 16: NOTIFICATION OF AWARD OF THE CONTRACT

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

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

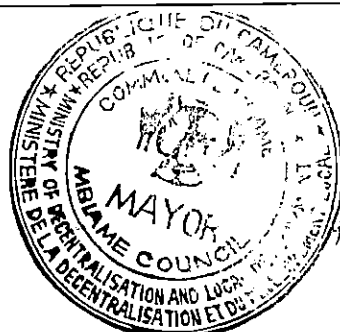
THE MAYOR MBIAME COUNCIL

(CONTRACTING AUTHORITY)



THE SPECIAL ADMINISTRATIVE CONDITIONS

CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS	
CHAPTER I	GENERAL PROVISIONS
Article 1	Purpose of the Jobbing Order
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the Jobbing Order
Article 5	Funding
Article 6	Constituent documents of the Jobbing Order
Article 7	Definition and duties
Article 8	Representative of the Contractor (Entrepreneur)
Article 9	Content of works
Article 10	Service order and correspondence
Article 11	Residence of the Contractor
Article 12	Consistency of works, Time-limits for execution / time-limits for mobilization
CHAPTER II	EXECUTION OF WORKS
Article 13	Obligation of the Contracting Authority
Article 14	Role and responsibility of the entrepreneur (Contractor)
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Article 18	Equipment and personnel to be put in place
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Article 25	Access to the site
Article 26	Duties of the project manager
Article 27	Project meetings
Article 28	Project record
Article 29	Putting the site at the disposal of the Contractor
Article 30	Security measures
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Article 33	Operations required before acceptance
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Article 39	Amount of the Contract (Jobbing Order)
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Article 42	Additional work - variation in the volume and nature of works
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Article 55	Termination of Jobbing Order
Article 56	Special commercial charges
Article 57	International transports
Article 58	Validity and entry into force of the Jobbing Order
Article 59	Information to be posted



CHAPTER I: GENERAL PROVISIONS

Article 1: PURPOSE OF THE CONTRACT: The purpose of this contract is for the Rehabilitation Works on TIWONG bridge.

Article 2: LAWS AND RULES APPLICABLE: The laws and rules applicable are those in force in the Republic of Cameroon.

Article 3: MODE OF CONTRACT AWARD: This contract has been awarded following an Open National Invitation to Tender in accordance with decree N^o. 2004/275 of 24th September 2004 instituting the Public Contracts Code.

Article 4: LANGUAGE APPLICABLE IN THE CONTRACT: English and French shall be the languages applicable in the contract.

Article 5: FUNDING: Works referred to in the Invitation to Tender shall be funded through the 2019 Public Investment Budget PIB of the Ministry of Agriculture and Rural Development.

Article 6: CONSTITUENT DOCUMENTS OF THE CONTRACT:

Documents of specific nature

- Special Administrative Conditions
- Special Technical Conditions
- Unit Price List
- Detailed Cost Estimates (Contractor's bid)

This contract shall be governed by the following general instruments

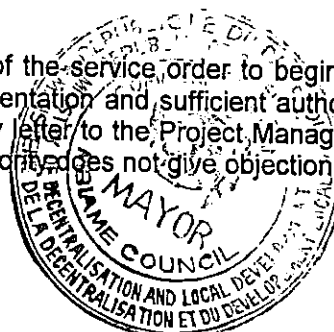
1. Framework Law N^o. 96/12 of 5 August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;
4. Decree N^o. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree N^o. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
6. Decree N^o. 2004/275 of 24 September 2004 to institute the Public Contracts Code;
7. Decree N^o. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
8. Decree N^o. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
9. Decree N^o. 2018/366 of 20 June 2018 to institute the Public Contracts code;
10. Circular N^o. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
11. Letter N^o. 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
12. Circular [to be indicated as applicable] relating to the execution, and control of execution of the budget of the State, Public Administrative Establishments and Regional, Local Authorities and other bodies receiving Government subsidies.
13. Unified Technical Documents (DTU) for building works;
14. Applicable standards;
15. Other instruments specific to the domain concerned with the contract.

Article 7: DEFINITIONS AND DUTIES: For the implementation of the provisions of this contract:

16. The Contracting Authority (signatory authority) is the Mayor Mbiame Council.
17. The Authorizing Officer, the Mayor of Mbiame Council who shall address to the Divisional Delegate of Public Contracts Bui, periodic reports on the physco-financial situation of the project.
18. The Project Engineer: Divisional Delegate for MINADE- Bui, is in charge of supervising and controlling the execution of works and preparation of documents for payments.
19. The Project Manager: Divisional chief of Rural Engineering MINADER-Bui is in charged with the general coordination of all the services in the execution of this contract.
20. The Control Brigade of the Divisional Delegation of Public Contracts for BUI will carry out control rounds for the works of this Contract as per their attributions.

Article 8: REPRESENTATIVE OF THE CONTRACTOR:

8.1- Within fifteen (15) days that follow the date of notification of the service order to begin work, the contractor shall confirm the site foreman who shall have the right of representation and sufficient authority to direct the site. Signed by the contractor, this confirmation shall be addressed by letter to the Project Manager. Within 8 days, the confirmation shall be considered approved if the Contracting Authority does not give objection to it.



8.2- For the execution of the present Jobbing Order, the contractors "elects Residence in MBVEN Sub-Divisions". In case of change of domiciliation without informing the administration, all notifications destined to the contractor shall be addressed care of (c/o) the Divisional Officer of MBVEN Sub-Division.

Article 9: CONTENT OF WORKS: The Works which form the subject of this contract are spelt out in the Special Technical Conditions.

Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES

Service Order: All administrative service orders and the Service Orders to start works shall be signed by the Contracting Authority and notified by the Project Owner to the contractor with copies to other stakeholders.

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

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

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

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

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

The contractor shall be bound to take up residence close to the work site. Failure to comply with this obligation or to indicate his new place of residence by writing to the Project Engineer, any notification addressed to his company shall be validly notified at the office of the Divisional Officer of MBVEN Sub-Division where the project is being executed.

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

CHAPTER:II: EXECUTION OF THEWORKS

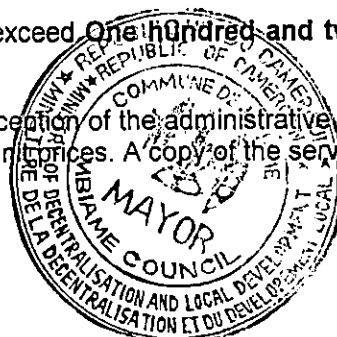
Article 12: CONSISTENCY OF THE WORKS, TIME-LIMITS FOR EXECUTION/TIME-LIMITS FOR MOBILIZATION: The works that form the subject of the present Jobbing Order consist of all works foreseen in the bill of quantities estimated for the Rehabilitation Works on TIWONG Bridge, Mbven subdivision in Bui Division.

Time-limit for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realisation of works;

Under no circumstances shall the duration for execution exceed **One hundred and twenty (120) calendar days** except in the situation of Force Majeure.

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



Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY: The 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 site of projects.

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. In case the Contractor gets them by himself, the Project Owner shall refund him the amounts spent. He shall not claim payment for additional works executed unless they have been duly authorized in writing or by an additional clause.

Article 14: ROLE AND RESPONSIBILITY OF THE CONTRACTOR (ENTREPRENEUR): The contractor shall provide to the Contracting Authority seven (07) copies of the registered Jobbing Order, that is, four original copies and three photocopies. The contractor has as mission to assure the execution of works under the control of a Project Engineer and in accordance with the rules and norms in force. Hence, the contractor is responsible with regard to the administration, for the organization and the conduct of the site, the quality of the materials and supplies used by him, their perfect adaptation to the needs of the site and the good execution of works. Works will be executed in accordance with the plans and technical specifications, that is, according to the rules of the art. To this effect, the contractor shall take all measures to provide all necessary means to hire competent staff.

NB:

- The contractor remains responsible for the totality of the site including interventions of his accepted Sub-Contractors. It is his responsibility to assure the coordination of the activities of the suppliers, of the Sub-Contractors whose contribution is necessary to him for the different working groups on site.
- Regular site meetings shall be held at the initiative of the Project Engineer. The participation of the Work Supervisor and site Foreman in site meetings shall be obligatory. To this effect, the contractor shall keep a site register that shall be available to the Project Engineer and contractor's representatives.
- The contractor shall put in place all human and material resources necessary for the execution of works within the prescribed time-limits.

Hence:

- *He shall fulfil his fiscal duties to the staff deployed for the execution of the works and shall put in place an installation and shall ensure the organization of the site, thereby guaranteeing the security of supplies and people on the site.
- * He shall be held responsible therefore for any damage that may occur on the material and people on the site because of his works until the end of the period of guarantee.
- *The contractor is responsible with regard to the Contracting Authority for the quality of the materials and supplies used their perfect adaptation to the needs of the site and the good execution of works.
- *The contractor shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, members of the Project team, his material for the realization of the present Jobbing Order, during the execution of the works.
- *He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project.

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

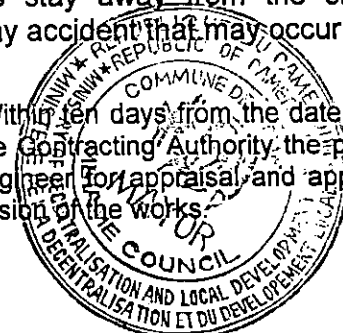
Article 15: INSURANCE AND PROTECTION OF THE SITES: Civil liability: The contractor shall prove that he has taken out an insurance policy for damages of all sorts caused to third parties

- by his personnel,
- by the equipment used;
- Surrounding properties.

Comprehensive risks insurance: In addition, all the works under the project shall be covered by a comprehensive risks insurance issued to the contractor by a company approved by the competent authority. Within fifteen (15) days as from the date of notification of the service order to start executing works, the contractor shall present an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this contract. After this deadline, the contract may be terminated.

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

Article 16: PLANNING OF WORKS AND SUB-CONTRACTING: Within ten days from the date of notification of the service order to begin works, the entrepreneur will submit to the Contracting Authority the program of works (planning) in five copies for onward transmission to the Project Engineer for appraisal and approval. Failure to submit this document within the stipulated period shall lead to suspension of the works.



Contractor shall constantly update the planning of works, considering the work advancement on site. Any important modifications to this program will only be applied after having received the Project Engineer's prior agreement. It shall be established every month end at the contractor's diligence and at his expenses, the state of advancement of works to be sent to the administration in seven copies. The contractor may assign the execution of part of the Jobbing Order to one or several sub-contractors. The contractor shall not sub-contract work without the prior authorisation of the Contracting Authority. This authorisation shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the subcontract. Sub-contractors shall fulfil the same technical and financial conditions as the contractor. They shall execute the works under the sole and full responsibility of the main contractor. Whatever the case, before the Contracting Authority, the contractor shall remain solely responsible for the discharge of the Jobbing Order as per the contractual obligations.

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

Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS: Detailed drawings and other documents necessary for the execution of works shall be provided by the Project Owner after been drawn up by the contractor based on the documents of this tender file.

These drawings shall be submitted by contractor to the Contracting Authority at least ten (10) days before the start of any work. Designs shall be checked, completed if necessary, acknowledged and accepted in writing, copying the Contracting Authority by the contractor. Within seven (07) days, the Contracting Authority shall make his remarks and observations known to the contractor. After this deadline, the Contracting Authority shall be considered as having given his approval.

The approval of the Contracting Authority shall in no way usurp the responsibility of the Project Engineer in controlling the execution of works.

Before the provisional reception, the contractor shall furnish the Contracting Authority with Six (06) copies of the report of works actually executed signed by the project Engineer, with one reproducible original - (as built plans included) if there were any modifications during execution.

Article 18: EQUIPMENT AND PERSONNEL FOR THE PROJECT: The contractor shall undertake to mobilize the human and material resources necessary for satisfactory execution of works as required by the Special Administrative and Technical Conditions.

Any amendments to this contract shall be subject to the prior written approval of the Contracting Authority. In case of any replacement of personnel, the contractor shall replace personnel with personnel of at least equal competence (qualifications and experience) or in case of equipment, with of equal performance and in good working condition.

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

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

Article 19: REPLACEMENT OF SUPERVISORY STAFF: In case of replacement of supervisory staff - either the work supervisor or the site foreman, the qualification of the personnel proposed shall at least be equal to that of the staff to be replaced. The contractor must notify the Contracting Authority and other project team members in writing.

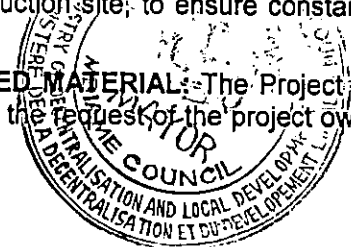
Article 20: MODIFICATION TO STRUCTURES: During execution, the Contracting Authority shall reserve the right to bring any changes, suppressions and additions to the structure as well as possible suppressions of some works without financial incidence necessary for the proper execution and successful outcome of works. However, this shall be the subject of additional clauses and shall not entitle the contractor to claim compensations or indemnity whatsoever, apart from those provided for in the Special Administrative Conditions.

Article 21: MATERIALS: The contractor shall, at his own expense, look for extraction sites of local building materials necessary for the execution of works if it is incumbent on him to supply materials.

The materials shall comply with the Special Technical Conditions. They shall be subject to tests and trials that the Project Engineer may prescribe in accordance with the specifications of the Jobbing Order.

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

Article 22: DEMOLITION OF FAULTY STRUCTURES, UNAPPROVED MATERIAL: The Project Engineer shall have the right and duty to order the contractor, in writing, especially at the request of the project owner and or the Contracting Authority the:



- 1) Removal from the site within forty-eight (48) hours of all material considered non-compliant with the specifications of the job and their replacement by the right material approved following laboratory tests if need be.
 - 2) Proper demolition and reconstruction of any structure or part of structure considered non-compliant with the requirements of the job, with regard to the mode of execution as well as the material used.
- In case of non-compliance, expenses shall be charged to the contractor.

Article 23: RIGHTS AND PATENTS: The contractor shall, if necessary, agree with owners or holders of patents whose processes he has applied or intend to apply. He shall pay the required royalties and protect the Contracting Authority against any legal proceedings in the matter.

Article 24: WORK PHASES: The contractor shall respect the breakdown of works into various phases as spelt out in his bid so as to make control easy and meet the duration stated in his work plan.

Article 25: ACCESS TO THE SITE: The Project Engineer and any other authorised person(s) by the Contracting Authority may at any time, have access to works on the site, to workshops and any work place, as well as any place where the materials, manufactured products and tools used for works obtained.

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

Article 26: DUTIES OF THE PROJECT ENGINEER: The duty of the Project Engineer is to ensure that works are executed properly and in accordance with the terms and conditions of the Jobbing Order. The Project Engineer shall not relieve the contractor of any of his obligations under the contract or order any task that may delay the execution of works or lead to additional payment by the Contracting Authority or order any significant modification to the structure to be constructed without the consent of the Contracting Authority. The Project Engineer shall have the duty to prepare and issue administrative service orders.

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

The Project Engineer shall have the following duties:

- Verifying detailed working drawings and designs;
- Controlling and approving execution schedule or planning;
- Controlling works on the site to ensure that they are advancing according to the agreed schedule of execution;
- Cross-checking and approving the setting-out of works, as each setting-out shall be subject to an approval report signed by the project Engineer and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling bills and monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

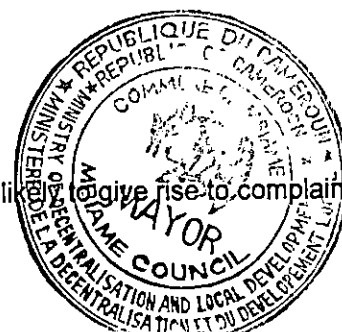
Article 27: PROJECT SITE MEETINGS: Project site meetings shall hold on weekly basis on the project site at the initiative of the Project Engineer. The contractor shall be bound to attend these meetings, the reports of which shall be signed on the spot by the participants. The minutes of this meeting shall be forwarded to the Contracting Authority within 72 hours.

Article 28: SITE RECORD: A project record book shall be kept by the contractor and to be put at the disposal of the Project Engineer or his representative during site visits.

On a daily basis the site foreman makes entries in this record book which shall include the following details:

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

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



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

Article 29: PUTTING THE SITE AT THE DISPOSAL OF THE CONTRACTOR: All the provisional structures necessary for the execution of works such as offices, garage, workshops, and accommodations for personnel, quarries, borrow pits and paths shall be constructed only on premises approved by the Project Manager in agreement with the administrative and traditional authorities of the locality.

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

Article 30: SECURITY MEASURES: The contractor shall have the duty to supply and maintain, at his own expense, any lighting, security, fence and guarding device necessary for a proper execution of works as demanded by the competent authority.

Article 31: ENVIRONMENTAL PROTECTION: The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on Environmental Management.

He shall particularly comply with the Special Technical Conditions relating to environmental protection.

Article 32: CLEANING OF THE SITE: Cleaning of the site includes disposal of structures, equipment, materials and debris. It shall be performed before the date of acceptance and before approval of the general and final statement of works.

Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE: Prior to the acceptance, the contractor shall request in writing, the Project Engineer to carry out a Pre-technical visit

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

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

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

Following this pre-acceptance visit, the Project Engineer may indicate the reserves to be lifted and the corresponding works to be carried out before the date of provisional acceptance which he shall fix in agreement with the contractor. The Project Engineer shall ensure that the reserves are effectively lifted before the Provisional acceptance is convened.

Article 34: ACCEPTANCE (Provisional reception): Provisional acceptance shall be granted at the request of the contractor in case the execution of works is satisfactory. The acceptance committee shall be made up as follows:

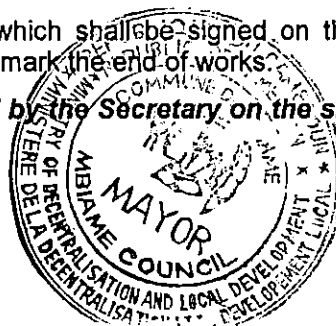
- The Contracting Authority or his representative Chairman
- The Project Engineer..... Secretary
- The Project Manager Member
- The DD-MINMAP/Bui... Member
- The Beneficiary Member.
- The contractor..... Member.

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

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

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

Remark: For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site.



Article 35: PERIOD OF GUARANTEE: The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed. This period shall last for twelve (12) months as from the day of provisional acceptance.

Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE: During the period of guarantee, the contractor shall repair, at his expense and in due time, any disorder that may occur as a result of defects in the structure.

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

Article 37: FINAL ACCEPTANCE: After visiting the site, the acceptance committee shall examine the report of provisional acceptance and carry on the final acceptance if appropriate. The final acceptance shall give rise to an acceptance report signed on the spot by all the parties.

The acceptance committee shall be the same as those for the Provisional Acceptance above..

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

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

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

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

Remark: *For each of the receptions, a report shall be prepared by the Secretary on the site and signed by all the members on the site.*

Article 38: LAWS GOVERNING LABOUR: The contractor shall abide by the laws governing labour in the Republic of Cameroon. As far as possible, he shall give pride of place to Cameroonians during recruitments.

CHAPTER III- FINANCIAL CONDITIONS

Article 39: AMOUNT OF THE CONTRACT: The amount of this Jobbing Order shall be Francs CFA and shall be stated in the detailed estimates, on the flyleaf and on the signature page.

Article 40: PRICE CONSISTENCY

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

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

- The nature and quality of the land and soils;
- Transport and access conditions to the site at any period of the year;
- Constraints relating to the geographic situation of works;
- Water regime and rainfall in the area and possible risk of flood ;
- Presence or absence of a Development association in the village.

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

They also comprise the following headings:

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



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

Article 41: SUB -DETAILED PRICES: The contractor shall have provided in his bid, the price sub-detail schedule, drawn up in accordance with the rules in force, and stating details on the amount of charges, allowances and manpower as well as the assembling, maintenance, dismantling, depreciation of the structures, tools and equipment as well as miscellaneous charges, overheads, incidental expenses and profits.

Article 42: ADDITIONAL WORKS - VARIATION IN THE VOLUME AND NATURE OF WORKS: In case of increase of the volume of works, or structures not provided for in the contract, no additional work shall be executed by the contractor unless the competent authority has issued an administrative order to request the said service.

Unit prices of the Price list shall be applied if the additional works have new prices. The validation of these prices shall give rise to an additional clause. Shall be considered as new any price not provided for in the unit price list or the detailed estimates of this contract but which has been presented in the contractor's bid.

Article 43: MODE AND VENUE OF PAYMENT OF WORKS EXECUTED: The contractor shall be paid through accounts drawn up by applying the prices of the unit price list to works actually carried out.

- **Record of works carried out:** At the end of every month, the contractor and the Project Engineer shall draw up a joint statement summarising and stating the quantities achieved and recorded for each heading of the Price list during the month and which may give right to payment.

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

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

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

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

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

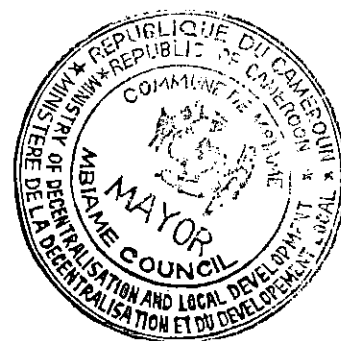
- The final bills;
- The final payment;
- The summary of monthly bills.

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

Payment of works: Payment shall be done by the Municipal Treasurer upon a VISA affixed by the Divisional Service of Public Contracts Bui after commitment by the Divisional Controller of Finance Bui upon receiving accounts drawn up by the contractor and signed by the Project Engineer and the Authorising Officer in seven (07) copies including the stamped original copy.

Each request for payment shall include the following documents:

- Seven copies of the bills mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work signed by the Project Engineer and bearing the visa of the authorising officer ;
- Release of the retention guarantee signed by the Project Engineer in case of final acceptance of work;
- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
 - > A taxpayer's card;
 - > A business licence;
 - > A clearance attesting to the payment of taxes;
 - > An attestation of non-indebtedness;
 - > An attestation of localisation;
 - > A plan of localisation;
 - > An attestation of solvency;
 - > An attestation of Bank account;
 - > An attestation of NSIF.



- **Default interests:** Default interests shall be paid by statement of the amounts owed.
- **Currency:** The currency of the tender and payment shall be the CFA Franc.

REMARK

Payment on bills may be spread over the duration of the execution of the Jobbing Order according to technical execution phases as defined in the Jobbing Order. The amount of payment shall not exceed the value of the technical execution phases carried out. In such a case, for payment to be effected the contractor shall before the 5th of every month following the works executed transmit seven (07) copies of the partial invoices to the Project Engineer who shall within a time-limit of seven (7) days approve and forward for processing by the services of MINFI and MINMAP.

Article 44: START-OFF ADVANCE

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

b) Refund of the start-off advance: The start-off advance shall be refunded by deducting 30% of the amount of each payment on account right from the first account of the contract. It must be entirely refunded by the time the amount of work reaches 70% of the value of the contract.

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

Article 45: FINAL BOND

a) Guarantee: The security to guarantee the proper execution of the Jobbing Order shall be provided within twenty (20) days as from the date of notification of the contract. It shall be kept by the Contracting Authority. The bid bond shall be refunded to the contractor once the final bond has been provided

b) Amount of the final bond: The amount of the final bond shall be 2% of the value of the contract all taxes inclusive (ATI). This security guarantee may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.

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

Article 46: RETENTION BOND: To guarantee the proper execution of works, 10% of the value of the Jobbing Order for the structure concerned shall be deducted from the amount of each payment on account.

Article 47: PAYMENT: Within the meaning of the security regime laid down by decree No. 2004/275 of 24 September 2004, the following definitions shall apply:

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

Article 48: VARIATION OF PRICES: Under this Jobbing Order, prices shall be unit and fixed prices. These prices shall be final and unchangeable.

Article 49: STAMP AND REGISTRATION: Seven (7) original copies of each constituent document of this contract shall be stamped and registered by and at the expense of the contractor, in accordance with the laws in force; within thirty (30) days as from the date of notification of the contract.

Article 50: TAX AND CUSTOMS REGIME: As concerns taxes, this contract shall be subject to the laws in force in the Republic of Cameroon.

Article 51: PENALTIES:

OVERUN OF CONTRACTUAL DEADLINE

In case of failure to complete the works within the contractual deadline by the contractor, he shall be subject to the following penalties:

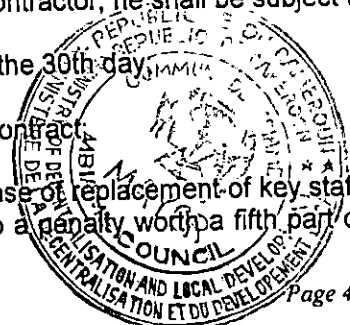
1/2000th of the amount of the contract per calendar day overrun, from the 1st to the 30th day;

1/1000th of the amount of the contract per calendar day, beyond the 30th day;

Penalties for lateness shall not exceed ten percent (10%) of the amount of the contract.

A percentage higher than 10% shall lead to termination of the contract.

REPLACEMENT OF KEY PERSONNEL: With respect to article 19 above, in case of replacement of key staff (site foreman etc.) in non-conformity with this article, the contractor shall be liable to a penalty worth a fifth part of one thousand (5/1000th) of the amount of the contract all taxes inclusive.



NON RESPECT OF DEADLINES OF SUBMISSION OF WORKING DOCUMENTS: In case of failure to submit working documents on time, works may be suspended without prior notice till the situation is regularised.

With reference to article 17 above this shall attract a penalty of:

3000F per day for the first 30 days

6000F per day from the thirtieth to the sixtieth calendar day

9000F per day from the sixtieth to the end of the contractual duration

USE OF COMPULSORY EQUIPMENT: If the contractor fails to present the minimum key equipment in article 19 above during the execution of the related tasks, this shall attract a penalty of a fifth part of one thousand (5/1000th) of the amount of the contract all taxes inclusive. In addition, if such a structural part is considered by the control team as of poor quality due to this, the contractor shall be obliged to demolish and reconstruct.

CHAPTER IV: FINAL PROVISIONS

Article 52: RISKS, RESERVES AND FORCE MAJEURE: Force majeure shall include the effects of natural disasters or any other external events that the contractor could not have reasonably foreseen or avoided, and which make works impossible and not only costly.

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

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

Article 53: SETTLEMENT OF DISPUTES: Any dispute arising between the parties shall be subject to an attempt at a direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this contract shall be carried before the Cameroonian court of competent jurisdiction.

Article 54: TERMINATION OF CONTRACT: The contract may be terminated as per article 100 of decree No.2004/275 of 24/09/2004 to lay down the Public Contracts Code and the following special conditions:

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

Article 55: SPECIAL COMMERCIAL CHARGES: The contractor declares that this contract agreement has not given and shall not give rise to the collection of special commercial charges.

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

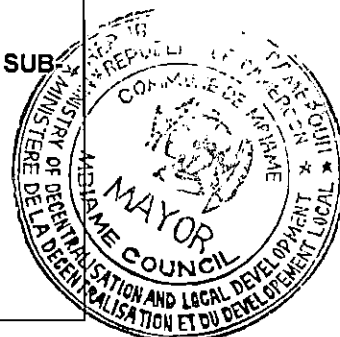
Moreover, if it is established that the contractor has received special commercial charges, he shall be subject to the sanctions provided for by the laws.

Article 56: INTERNATIONAL TRANSPORTS: In case the execution of this contract requires transport of materials and equipment from abroad to Cameroon and vice versa, this transport shall be carried out in compliance with the provisions of international covenants and agreements at the expense of the contractor.

Article 57: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT: This Jobbing Order shall become valid only after it must have been visa by the Project Engineer, by the Divisional Controller of Finance Bui, signed by the Contractor and endorsed by the Contracting Authority. It shall enter into force upon notification of the contractor by the Competent Service.

Article 58: INFORMATION TO BE POSTED: The Contractor shall put up a visible sign board (total height=2,80meters, width=1,20meters, board thickness=2,5centimeters at 1,20meters above the ground level with poles embedded in concrete) at the entrance of the site on a place approved by the Project Engineer, bearing the following text:

<p style="text-align: center;">REPUBLIC OF CAMEROON Peace - Work - Fatherland</p> <p style="text-align: center;">THE REHABILITATION OF TIWONG BRIDGE MBVEN SUB-DIVISION, BUI DIVISION, NORTH WEST REGION</p> <p>CONTRACTING AUTHORITY: THE MAYOR MBIAME COUNCIL,</p> <p>PROJET MANAGER: DIVISIONAL Chief of Rural Engineering, MINADER-BUI,</p> <p>PROJECT ENGINEER: THE DIVISIONAL DELEGATE OF MINADER-BUI,</p> <p>FINANCING: 2019 PUBLIC INVESTMENT BUDGET (MINADER),</p> <p>CONTRACTOR:</p> <p>DURATION OF CONTRACT: FOUR MONTHS (120 CALENDAR DAYS)</p>



SPECIAL TECHNICAL CONDITIONS (STC)**TECHNICAL SPECIFICATIONS (Special Technical Conditions) (STC/CCTP)**

- I - GENERALITIES
- II- PREPARATORY WORKS-IMPLANTATION
- III- TRANSVERSAL BEAMS
- IV - EQUIPMENTS/PROTECTIONS
- V - COATING/PAINTING
- VI - SIGNALISATION
- VII - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

1 – GENERALITIES:

This present special technical note concerns the **construction of permanent crossings** **slap on a bridge** along the farm to market Kovki – Ngorin - Tiwong in Mbiame municipality in Bui Division of the North West Region. The structures shall be realised as per the execution plans that have been provided by the project owner based on feasibility studies carried out on the site as well as sample models of equipment and furniture for standard bridge works.

Following the Prime Ministerial circular N°. 002/CAB/PM OF 12 March 2007 relative to the use of local materials in the construction of public structures, these structures shall be executed essentially with the use of local materials available in Bui Division and the North West Region in general.

The contractor(s) shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The dimensions shall be check in-situ with the possibility of translating the dimensions on plans to the structures before work begins. The control Engineer shall be consulted in case of any doubts. The control Engineer shall not on his own modify anything on the structures without the approval of the project owner prior to execution.

NB: The technical characteristics of the bridge are as per the table below:

Designation	Place	Span	Height of bridge:	Width of slab
Permanent Bridge	Tiwong	6,00m	3,40m	5,40m

Characteristics of Elements

N°	Element	Dimensions	Materials in use
1	Footings	h = 0,45m	Reinforced concrete
		w = 2,50m	
		L = variant	
2	Abutments	Bottom = 2,00m	Black stones in regular bonding of shaped surfaces
		top = 0,80m	
		h = variant	
3	Wing walls	L = 3,00m to 5,00m	Black stones in regular bonding of shaped surfaces
		h = variant	
		Thickness = abutment	
4	Tie beams	0,80x0,95 with 0,40x0,55 recess	Reinforced concrete
5	Decking slab	Surface = 5,40x3,00	Reinforced concrete
		Thickness = 0,30m	
6	Hand rail pillars	h = 0,90m	Metallic I or U beams + Ø63 galvanised pipes
		"I or U" beam 100mm	

Sign-Posts: The contractor shall put in place at his expense sign-posts indicating work in conformity with the design put at his disposal by the authority that signed the contract.



Hygiene and Safety: The contractor shall ensure total hygiene and security of the site by constructing a temporal pit latrine and putting up a temporal fence around the project site if that be the case.

The contractor shall be responsible for the protection of the structures before final reception.

He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidences.

The contractor shall take all preventive measures against accidents. The owner of the project reserves the right to intervene in case of any emergency without necessary interfering with the responsibilities of the contractor.

All modifications accepted by the contractor shall be accomplished in a specified duration and at his cost without modification of the contract amount. The owner of the project shall have the right to the final choice in case of any modification.

2 - PREPARATORY WORKS

These works concern the installation on site, the demolition of any existing structure on the site and the evacuation of the rubbles to a public discharge, the clearing and levelling of the site where necessary and the deviation of traffic to maintain circulation for road users.

The commencement of works shall be recommended by the control Engineer only after checking the conformity of the setting out for proper alignment of the deck to the existing road axes.

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the consultant firm who carried out the feasibility studies shall be consulted for examination, elaboration and concerting with the project team for a final conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of bridge and other civil engineering structures.

3 - DECK

Full reinforced concrete deck of section (5,40x3,00x0,30) will be laid on tie beams placed on the abutment walls to form the crossing slab with shock device (appareil d'appui) placed at each end of the deck.

3 - EQUIPMENTS/PROTECTIONS

Metallic "I" beam 100mm of 0,90m height for handrails shall be fixed on both sides of the deck sidewalks.

Galvanized iron pipes 63mm shall be anchored on the vertical pillars in three ranges on both sides of the bridge for protection of pedestrians and guide of vehicles.

4 - COATING/PAINTING

All bonding joints on the stone work shall be coated with a cement mortar paste pointing to a fine finished surface.

A layer of impression of anti-rust shall be applied previously on all metallic surfaces before using them at various stages of realisations. The hand rails will receive two coats of red and white oil paint for signalisation of the bridge.

8 - SIGNALISATION

Wooden guider post (signalisation poles) in well-seasoned wood with dimensions (10x10) shall be planted at the approach and exit of the bridge respectively and shall be painted with a double coat of red and white oil paint. Triangular signalisation sign boards of type A or AB shall be placed at the approach of the bridge from both directions.

9 - ORIGIN, QUALITY AND PREPARATION OF MATERIALS

The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the control Engineer before their employment on the site.

The sand (0/8) shall have very fine element settlement of less than 4%. The gravels (5/15, and 15/25) shall be clean and well graded with very fine elements settlement of less than 2%.

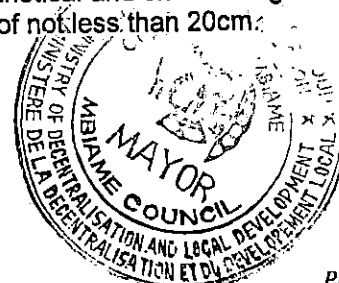
The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and also for the stirrup.

Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35.

Materials for filling shall also be free from organic elements and shall have a good granularity grading. No vegetable soil shall be accepted for backfilling.

Stones for masonry works shall be of basalt, gneiss or granite type, be esthetical and should be gotten from the quarry or deposits approved by the control Engineer with dimension sizes of not less than 20cm.



1) CONCRETE:

- **Random rubble stones (hard-core)**, shall be used for substitution of marshy soil before laying any concrete where the depth of the bearing capacity of the subsoil at the bottom of an excavated trench is of important depth.
- **Ordinary concrete** specifically lean concrete shall be 8cm thick and laid at the bottom of all the excavated trenches before placing the footings and dosed at 250kg/m³.
- **Over-site concrete** shall be 8cm thick laid 10cm from the abutment walls extending to the wing walls dosed at 300kg/m³ for the protection of all the footings,
- **Reinforced concrete** shall be specifically for beams, decking slab.

NB: All concrete mixture should be workable and malleable before been put into place and should be properly cured (i.e. water three times daily for fourteen days)

Reinforcement Schedule

Nº	Structure	Rods Ø	Rods	Stirrup Spacing's	Dosage	Type
			Tors Ø			
	Deck					
1	Top layer	12mm	10mm	20cm	400kg/m³	Fe-E-400
2	Bottom layer	14mm 14mm	10mm	20cm	400kg/m³	Fe-E-400

NB: All rods should preferably be imported

- **Sand:** Will be free from oxide, organic material of animals or plant origin. Sieving shall vary from 0.025 – 2.5mm for mortar and other resisting surfaces like concrete structure shall vary from 0.16 – 5mm. It shall be clean river sharp sand and as follows.

- For cement mortar: 0/2mm
- For Reinforced Concrete: 0/5mm
- For ordinary concrete: 0/5mm
- Cleanliness: all sand should have a sand equivalence(ES) above 75.

Their module of finesses shall vary between 2,2 and 2,8.

For natural or crushed sand of 0/5 (elements retained by a5mm sieve should be less than 10%)

Aggregate: shall consist of natural and homogeneous materials or crushed stones. Tiny layer of grave (dust) shall be removed by sieving, blowing or washing.

The only aggregates to be authorised on the sites are crushed aggregates of 5/15, and 15/25.

- **Water:** To be used for the mixture of mortar, concrete and washing of aggregates shall be clean and free from impurities; meaning potable water.
- **Cement:** To be used mostly for cement mortar, all concrete mixtures shall satisfy the general conditions laid down by regulations enforce. It will be type CPA325 Portland cement and shall not show any trace of uneven mixture. Storage on the building site shall be done on a dry and ventilated room. Any stock presenting an unsatisfactory pulverulent condition will be discarded and cleared away from the site.
- **Rods:** shall be mild steel reinforcement, Tor or Steel in accordance with the R/C & 3 rules. The steel shall be perfectly clean without any trace of rust, non-adhesive to paint or grease.
- **Shuttering:** hard wood, to bear without any noticeable distortion, the load and pressure of concrete, the effect of vibration and weight of workers involved in setting it up.

10- WOOD – MATERIAL

- Type: essentially eucalyptus:

Timbers: 5x8, 8x10, 5x15, for formwork etc

White wood: Boards of 2,5x30 for formwork.

Plywood: White boards

Props: Eucalyptus poles for scaffolding,

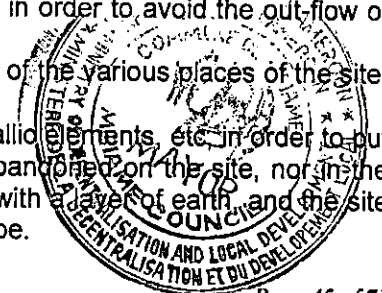
Plastics: PVC pipes, Ø32, Ø40, for drainage,

Metallic: "U" beam 100mm, galvanised pipes, Ø63 for hand rails,

11 -PROTECTION OF THE ENVIRONMENT: The entrepreneur will propose to the control Engineer, before the beginning of works, the place of his site facilities and will request his authorisation for installation. The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the site hurt and general circulation. The site must foresee an adequate drainage of waters on the whole surface. The maintenance areas and of washing should be concreted. These maintenance areas should have a slope toward a cesspool provided for the purpose and toward the inside of the platform in order to avoid the out-flow of the polluting products toward the site and the neighbourhood.

At the end of works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment.

He should demolish all stationary installations, supports made for concrete or metallic elements, etc in order to put back the site in its nearest initial state. No equipment nor materials should be abandoned on the site, nor in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.



THE UNIT PRICE SCHEDULE

GENERAL: In general, the contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works. Therefore, he shall not present any complaint, except in the conditions provided for by this Jobbing Order.

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

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

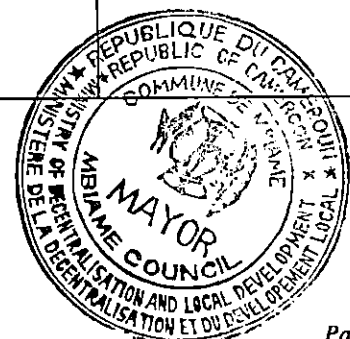
- Personnel charges (salaries, travelling expenses, transport and leave allowances, allowances for housing on the building site, miscellaneous allowances, premiums, insurances, medical expenses, etc. .)
- Charges for the conveyance of personnel, equipment and materials, overheads, taxes, duties, registration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

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

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

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

UNIT PRICE SCHEDULE FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, IN MBVEN SUB-DIVISION, BUI DIVISION				
Item	Description	Unit	U.P in Figures	U.P in Words
	Seri 000: - Preliminary works			
001	Site Installation	ff		
003	Maintaining of circulation (Deviation)			
	Seri 100: - Site Preparation	m ²		
101	Bush and grass clearing	m ²		
102	Water bed clearance	m ³		
103	Demolition of existing defunct structures			
	Seri 200: - General Earthworks	m ³		
202a	Backfilling of carriage way with selected lateritic soil			
203	Linkup backfilling at both ends of bridge	m ³		
	Seri 300: - Beams-Slab - Deck	m ²		
309c	Reinforced concrete for beams/deck (dosed at 400kg/m ³)	m ³		
310	R.C for carrying support beams (dosed at 400kg/m ³)			
311a	Ordinary formwork	ml		
311b	Special formwork	ml		
	Seri 600: - Painting	m ²		
601	Anti-rust paint on all metallic elements	m ²		
602	Application of oil paint on handrails/guard post			
	Seri 900: - Equipment/Protection	U		
901c	Mixed metallic hand rails	U		
902a	Triangular signalisation sign boards type A or AB	U		
905a	Reinforced Concrete guard post	U		
905b	Wooden guider post			
909	Weep holes and drain pipes in PVC 32	ff		
910	Drain pipes in PVC 40			
911	Protection of abutment foundation with mild R.C			



GENERAL REMARKS

Schedule of prices and detailed estimates

1. The Schedule of prices must be taken into account by the bidder jointly with the General Regulations of the invitation to tender, the General and Special Administrative Conditions and the Technical Specifications and the plans.
2. The quantities specified in the Bill of Quantities and Estimates are estimated quantities and provisional. They shall be a common base for the evaluation of offers and the award of the contract. The base of regulations shall be the real quantities of ordered and executed works such as measured by the contractor and verified by the Project Manager and evaluated at the rate and price specified in figures in the Schedule of prices presented by the contractor in his offer.
3. Except otherwise stated in the Jobbing Order, the prices offered by the contractor in the Schedule of prices in figures included in his offer must include all the construction installations, labour, supervision, building materials, mounting, maintenance, insurance, overheads and profits, taxes, duties and dues as well as coverage for general risks, commitments and other obligations implicitly specified in Jobbing Order.
4. A price must be indicated for each item in the bill of quantities and estimates in figures, whether the quantities are specified or not. The cost of items for which the contractor did not indicate a price shall be considered as being covered in the bill of quantities and estimates in figures.
5. The complete cost in accordance with the provisions of the contract should be included in the items specified in the Schedule of prices and the Bill of Quantities and Estimates in figures. Where an item is not specified, the corresponding cost shall be considered as having been distributed among the other prices mentioned.
6. The general indications and the description of works and building materials are not necessarily repeated or summarized in the Schedule of prices and the Bill of Quantities and Estimates included in the Tender File. The references, explicit or implicit, to the appropriate sections of the file must be considered before giving a figure to the prices for each item of the Schedule of prices and bill of quantities and estimates in figures submitted in the offer.
7. During the evaluation of offers, possible arithmetical errors noticed in the Schedule of prices and the Bill of Quantities and Estimates will be corrected according to the provisions of article 28 of the General Regulations of the invitation to tender.
8. The method used to establish executed services in view of the regulations must be in accordance with the norms and directives mentioned in the Special Technical Conditions of the invitation to tender.

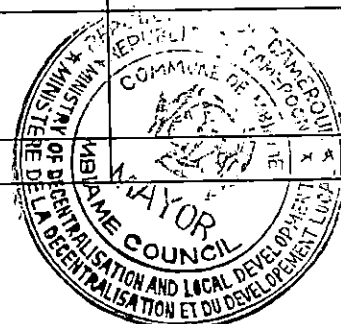


BILL OF QUANTITIES AND COST ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATES FOR THE REHABILITATION WORKS ON TIWONG BRIDGE IN MBVEN SUB-DIVISION, BUI DIVISION					
ITEM	DESCRIPTION	UNIT	Q'TY	RATE	AMOUNT
	Seri 000: - Preliminary works				
001	Site Installation	ff	1		
003	Maintaining of circulation (Deviation)	ff	1		
	Sub-total				
	Seri 100: - Site Preparation				
101	Bush and grass clearing	m ²	200		
102	Water bed clearance	ml	12		
103	Demolition of existing defunct structures	ff	1		
	Sub-total				
	Seri 200: - General Earthworks				
202a	Backfilling of carriage way with selected lateritic soil	m ³	150		
203	Linkup backfilling at both ends of bridge	m ³	55.0		
	Sub-total				
	Seri 300: - Beams-Slab - Deck				
309c	Reinforced concrete for beams/deck (dosed at 400kg/m ³)	m ³	18.55		
310	R.C for carrying support beams (dosed at 400kg/m ³)	m ³	0.7		
311a	Ordinary formwork	m ²	50		
311b	Special formwork	m ²	45		
	Sub-total				
	Seri 600: - Painting				
601	Anti-rust paint on all metallic elements	m ²	10		
602	Application of oil paint on handrails/guard post	m ²	15.96		
	Sub-total				
	Seri 900: - Equipment/Protection				
901c	Mixed metallic hand rails	ml	12		
902a	Triangular signalisation sign boards type A or AB	U	2		
905a	Reinforced Concrete guard post	U	4		
905b	Wooden guider post	U	12		
909	Weep holes and drain pipes in PVC 32	U	30		
910	Drain pipes in PVC 40	U	6		
911	Protection of abutment foundation with mild R.C	m ³	7.2		
	Sub-total				

SUMMARY

Series 000: - Preliminary works	
Series 100: - Site Preparation	
Series 200: - General Earthworks	
Series 300: - Beams-Slab - Deck	
Series 500: - Assembling's	
Series 600: - Painting	
Series 900: - Equipment/Protection	
TOTAL WITHOUT TAXES	
VAT: 19.25%	
AIR: 2.2%	
TOTAL TAXES INCLUSIVE(TTC)	
NET TO BE PAYABLE	



SUB-DETAIL OF PRICES

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

1- A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder.

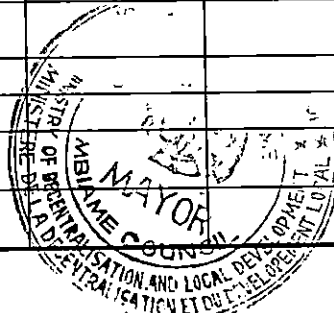
It is not necessary to impose a model of presentation on all bidders, taking into account the great diversity of software for the determination of sub-details of prices. On the other hand, they must include the following elements;

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

DETAIL PRICE BREAKDOWN

Description:

Price N°	Daily output	Unit	Total quantity	Unit	Activities' Duration	
Personnel (Labour)	CATEGORY	N°	Daily Salary	Number	Paid man-days	AMOUNT
	Works Supervisor	man-day				
	Foreman	man-day				
	Skilled labour	man-day				
	General labour	man-day				
					Total (A)	
Equipment	Type	Unit	Daily rate		Days Billed	AMOUNT
					Total (B)	
Materials	TYPE	Unit	Unit Price		Consumption	AMOUNT
					Total (C)	
D	Total Direct Cost				A+B+C	
E	General site Expenses		%		Dx%	
F	General Head Office expenses		%		Dx%	
G	Cost price				D+E+F	
H	Risk + Profit		%		Gx%	
P	Bid price Excluding Taxes				G+H	
V	Unit Bid price Excluding Taxes				P/Qty	



THE MODEL JOBBING ORDER

REPUBLIC OF CAMEROON
Peace-Work fatherland

MINISTRY OF DECENTRALIZATION AND
LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

MBIAME COUNCIL

SERVICE OF CONTRACTS

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

MINISTERE DE LA DECENTRALISATION ET DU
DEVELOPMENT LOCAL

REGION DU NORD-OUEST

DEPARTEMENT DE BUI

COMMUNE DE MBIAME

SERVICE DES MARCHES

JOBGING ORDER N°: _____/JO/MBIAME COUNCIL/BUI/MCITB/2019 of.....

AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER

N°: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019

**FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, MBVEN SUBDIVISION, BUI
DIVISION, NORTH WEST REGION**

HOLDER (ETS):
P.O BOX TEL.RADE REGISTER N° (N° R.C.):
TAX PAYER N°: BANK ACCOUNT N°: AT (BANK)
AGENCY OF:

PURPOSE (Subject): FOR THE REHABILITATION WORKS ON TIWONG BRIDGE, MBVEN
SUBDIVISION, BUI DIVISION, NORTH WEST REGION

PLACE: TIWONG, MBVEN SUB-DIVISIONS, BUI DIVISION

DURATION: ONE HUNDRED AND TWENTY CALENDAR DAYS (4 MONTHS)

AMOUNT OF JOBBING ORDER:

TOTAL WITHOUT TAXES	F CFA
VAT =	F CFA
TOTAL WITH TAXES (ATI)	F CFA
AIR (Income on revenue)=	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

NB: This Jobbing Order is signed at an amount of ...FRANCS CFA (all taxes inclusive ATI)

**FINANCING: 2019 PUBLIC INVESTMENT BUDGET OF THE MINISTRY OF AGRICULTURE
AND RURAL DEVELOPMENT, REPUBLIC OF CAMEROON**

VOTE OF CHARGE N°:

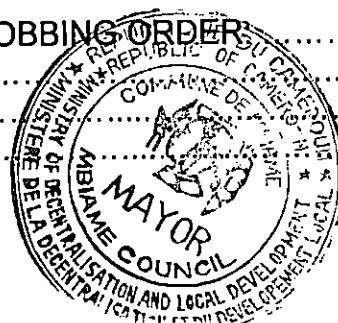
EXPENDITURE AUTHORIZATION N°:

DATE OF ENTRY INTO THE JOBBING ORDER:

DATE OF SIGNATURE :

DATE OF NOTIFICATION:

DATE OF REGISTRATION:



THE REPUBLIC OF CAMEROON, REPRESENTED BY THE MAYOR MBIAME COUNCIL (Contracting Authority), HEREINAFTER REFERRED TO AS "ADMINISTRATION"

ON THE ONE HAND,

AND:

THE ENTERPRISE

REPRESENTED BY MISTER (Mr.)HEREINAFTER REFERRED TO AS "THE ENTREPRENEUR (CONTRACTOR)"

ON THE OTHER HAND,

IT HAS BEEN ACCEPTED AND AGREED AS FOLLOWS:

CONTENTS

Title I: THE SPECIAL ADMINISTRATIVE CONDITIONS

Title II: THE SPECIAL TECHNICAL CONDITIONS

Title III: THE PRICE LIST

Title IV: THE DETAILED COST ESTIMATES

Page N^o: _____ and last page of Jobbing Order

JOBGING ORDER N^o: _____/JO/MBIAME COUNCIL/BUI/MCITB/2019 of..... signed following an Open National Invitation to Tender

N^o: 04/ONIT/MBIAME COUNCIL/BUI/MCITB/2019 of 23rd April 2019

HOLDER:

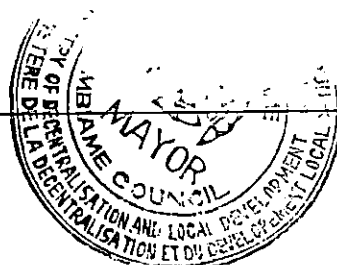
SUBJECT:

EXECUTION DURATION: ONE HUNDRED AND TWENTY (120) days
AMOUNT OF THE CONTRACT IN FCFA:

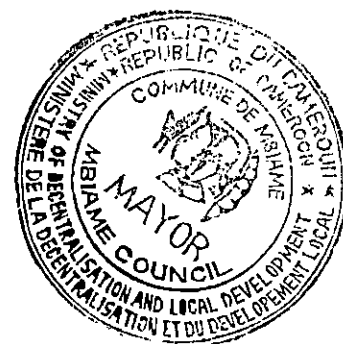
TOTAL WITHOUT TAXES	F CFA
VAT =	F CFA
TOTAL WITH TAXES(ATI)	F CFA
AIR (Income on revenue)=	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

NB: This Jobbing Order is signed in the amount of _____ FRANCS CFA (TTC)

READ AND APPROVED BY THE CONTRACTOR Mbiame, the _____	SIGNED BY THE MAYOR MBIAME COUNCIL, CONTRACTING AUTHORITY Mbiame, the _____
<u>REGISTRATION</u>	



MODEL FORMS TO BE USED BY BIDDERS



DECLARATION OF THE INTENTION TO TENDER**COMPANY'S LETTER HEAD****DECLARATION OF THE INTENTION TO TENDER**

Fiscal stamp

1000frs

I, the undersigned Mr,

Nationality

Function

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

Hereby acknowledge receipt of the file for Tender Notice

N° of

Concerning the

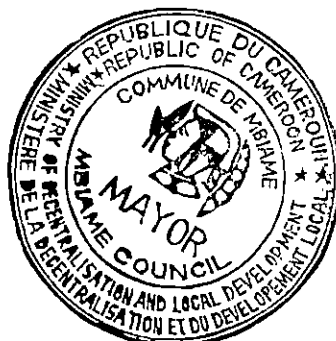
.....

.....

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

Done at On the

General Manager



THE MODEL TENDER LETTER

I (We) the undersigned
 Acting in the capacity of in the name and on behalf of.....
atRC N°by virtue of the power
 vested in me (us), resident at (Town), P.O.Box....., telephone N°.
 after having studied all the documents of the tender file relating to the Invitation to
 Tender N°., and after having assessed in my (our) point of view and
 under my (our) responsibility the nature and all what is entailed with the execution of the said
Rehabilitation Works on TIWONG Bridge, Mbven Subdivision, Bui Division, North West
 Region, in keeping with the terms and conditions of the tender file in return for the sum
 of.....FCFA (.....Francs) *Total without Tax+VAT*, calculated
 on the basis of the unit prices stated in the Unit Price List and the detailed estimates, appended
 to this tender. The prices stated are tax inclusive.

I commit myself (we commit ourselves) if my (our) tender is retained, to execute the
 contract within four (04) months as from the date of notification of the award of contract.

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

I (we) hereby request that the amounts due by the Contracting Authority be paid to me
 (us) in the national currency (FCFA) in account N°:..... opened in the name
 of....., in the records of (Bank) at.....

Enclosed with this tender are:

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

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

Fiscal stamp

1000frs

Signature(s) of Bidder(s) (*For companies, indicate*):

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

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

For companies without a legal status, indicate:

« We, the undersigned, »

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

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



THE MODEL SURETY BOND

Bank

Reference of guarantee: N°.

To THE MAYOR MBIAME COUNCIL

Invitation to Tender N°.

Bid Bond for the Execution of the **Rehabilitation Works on TIWONG BRIDGE Mbven Subdivision**, Bui Division, North West Region

The Contractor (5) hereby submits on to the Mayor Mbiame Council a bid relating to the **Rehabilitation Works on TIWONG Bridge, Mbven Subdivision**, Bui Division, North West Region

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

By this guarantee, we the undersigned, (7) with our registered office in, are committed towards the Mayor Mbiame Council, through the bidder for the sum of CFA Francs (in figures)..... (in full).

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

The request for payment of guarantee shall be countersigned by the Mayor Mbiame Council. This guarantee shall be released latest thirty (30) days after the expiration of the validity of the tender or, in case the company shall be the successful bidder, after presentation of the performance bond which shall be kept by the Mayor Mbiame Council.

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

Done at, on

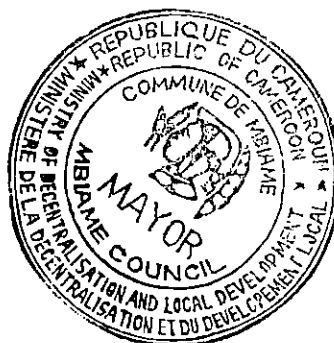
Mr (Messrs).....

Signature(s) & stamps

(5) Bidder

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

(7) Bank



MODEL BID BOND

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

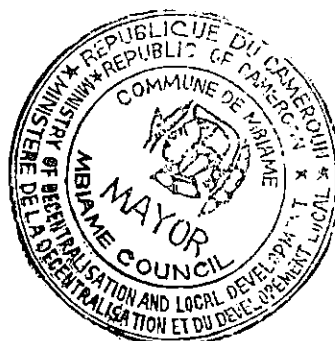
KNOW YE ALL PEOPLE by the presence that WE _____, having our registered office at _____ hereinafter called "the Bank", are bound onto the Mayor Mbiame Council (hereinafter called "the Contracting Authority) in the sum of _____ for which payment will and truly be made to the said Contracting Authority,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

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

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

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

SIGNATURE OF BANK AUTHORITY



THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank

Reference of guarantee: No.

To: THE MAYOR MBIAME COUNCIL**REPUBLIC OF CAMEROON**

Invitation to Tender No.

Performance Bond for the Execution of the **Rehabilitation Works on TIWONG Bridge, Mbven Subdivision**, Bui Division, North West Region

We..... (Bank) have been informed that a contract has been signed between the **Mayor Mbiame Council** acting in the capacity of Contracting Authority, and....., acting as contractor for the **Rehabilitation Works on TIWONG Bridge, Mbven Subdivision** Bui Division, North West Region

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

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

The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the **Mayor Mbiame Council**. The bank guarantee shall take effect as from the date of notification of the Jobbing Order. The original of this guarantee shall be kept by the Mayor Mbiame Council.

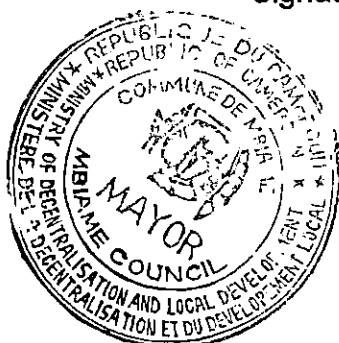
The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps



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

Bank

Reference of guarantee N°

To THE MAYOR MBIAME COUNCIL

Invitation to Tender N°.

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

We..... (Bank) have been informed that a contract shall be signed between the Mayor Mbiame Council, acting in the capacity of Contracting Authority, and....., acting as contractor for the **Rehabilitation Works on TIWONG Bridge, Mbven Subdivision, Bui Division, North West Region**

In compliance with the provisions of Article of Jobbing Order N°., the contractor shall be bound to present to the Mayor Mbiame Council, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the company and amounting to CFA Francs

We,(bank) do hereby commit ourselves, irrevocably and without arguing to pay to Mayor Mbiame Council, at the written request the Mayor Mbiame Council, and within four (04) weeks the amount of this guarantee, that is to say. all the amounts that the contractor may owe the Contracting Authority for failing to fulfil one or more of his obligations under the Jobbing Order.

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

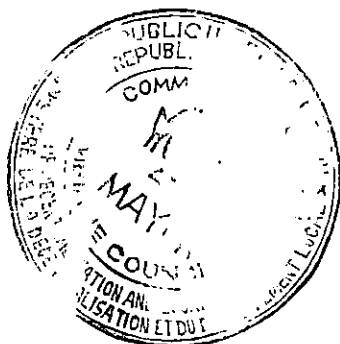
The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the Mbiame Council Tenders Board. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply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

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

Done at, on

Mr (Messrs).....

Signature(s) & stamps



THE MODEL UNDERTAKING BY THE BIDDER

Name of project: Invitation to tender N°

Construction of two classrooms at

I (We) the undersigned (8)

Acting in the capacity of (9) in the name and on behalf of (10) at
 RC N° by virtue of the power vested in me (us), domiciled at
 P.O.Box (Town), telephone No., after having
 studied all the documents of the tender file relating to the Invitation to Tender No.
, and after having assessed in my (our) point of view and under my
 (our) responsibility the nature and difficulties entailed with the execution of the job, I (we) do
 hereby tender and commit myself (ourselves) to carry out works for the **Rehabilitation Works
 on TIWONG Bridge, Mbven Subdivision**, Bui Division, North West Region in keeping with the
 terms and conditions of the tender file.

I commit myself (We commit ourselves) in case my (our) tender is retained, to execute
 the Jobbing Order within (.....) months as from the date of
 notification of service order to start work.

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

Done at, on

Signature(s)

Bidder(s)

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, »

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

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name



MODEL OF COMMITMENT OF AVAILABILITY**To Whom It May Concern:****Subject: COMMITMENT OF AVAILABILITY.**

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

Done in _____ the _____

Sign; _____

Certified at On the

By

REMARK- This form shall be certified by the National Security Service (i.e. Police officer or Commissioner)



DOCUMENT N° 11:

ANNEXES



THE MODEL CURRICULUM VITAE

Name & First name: _____

Date of birth: _____

Nationality: _____

Level of education _____

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

Training school: _____

Date of admission: _____

Date of graduation: _____

Diploma obtained: _____ Date _____

Specific knowledge: Publication, research work _____

Date of start of service: _____

Nature of service rendered: _____

Number of years of service: _____

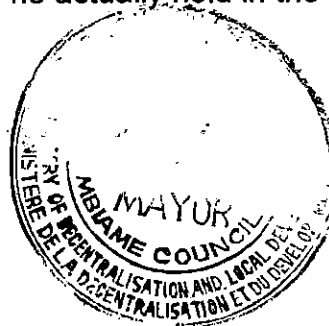
Number of years in the company: _____

Date of start of service in the company: _____

WORK EXPERIENCE (*)

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

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



A

THE MODEL PROFESSIONAL REFERENCES

N°	Year	Project	Name of Client, Address and Contactable telephone N°	Budgeted Project amount	Contract amount	Period of the contract	Acceptance date
1							
2							

NB: For each contract named in the above list, are attached the following:

- Photocopy of first and last pages of the contract,
- Photocopy of provisional acceptance report and of final acceptance (as the case may be).

Done on, at

Mr (Messrs).....

Signature(s).....

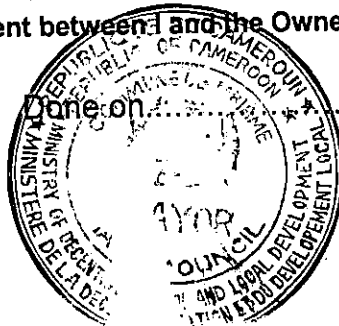
Annex N° 03

MODEL EQUIPMENT LIST

SN	DESIGNATION <i>Description & frame (châssis) number</i>	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER <i>(for vehicles)</i>	QUANTITY	STATUS <i>(Hired or owned)</i>
1					
2					
3					
etc					

I the undersigned, _____ holder of
National Identity Card N° _____ issued on _____ at
_____ being Managing Director of this Company called
_____ testifies that the above information is correct and commit
myself to present any of the above equipment and tools at any given time requested. As
well any of them must be present at the site before and during each phase at any given
moment required or requested by the Authorities in charge of the project I am tendering.

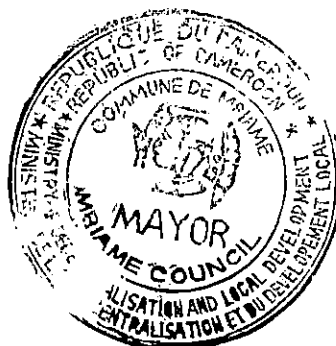
Remark- For equipment I will take on hire I hereby attached to this form certified attestations (lease documents) of commitment between and the Owner(s) of the equipment(s).



Signed

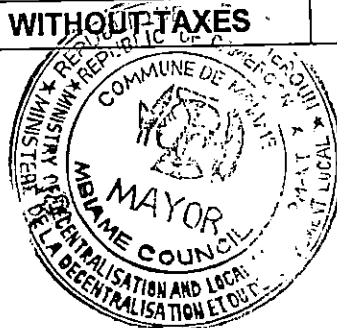
KEY STAFF

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



MODEL OF SUB- DETAIL OF UNIT PRICE

Designation of Works :					
N° price	Daily output		Total Quantity		Duration (days)
	/ day				
WORKMANSHIP	Category	Number	Daily Salary	Days paid	Amount
	Site Engineer				
	Site foreman				
	Team chiefs				
	Administrative staff				
	Driver				
	Specialised Technicians				
	Labourers				
	Store keeper				
	Total A				
	Type	Quantity	Daily rate	Days paid	Amount
	Pickup for follow-up				
	Small equipment				
	Total B				
Type	Quantity	Unit Price	Consumption	Amount	
*					
*					
*					
Total C					
D	TOTAL DRY PRICE A+B+C				
E	General site expenses		X%	D x X%	
F	General head office expenses		Y%	D x Y%	
G	TOTALCOST PRICE			D + E + F	
H	Risks + benefits		Z%	G x Z%	
P	TOTAL COST PRICE WITHOUT TAXES			G + H	
V	SELLING UNIT PRICE WITHOUT TAXES			P/QTE	



MODEL OF SITE VISIT REPORT

[not more than five (05) pages]

I) INTRODUCTION

TENDER N° (with project title).....

NAME OF COMPANY.....

DATE:..... TIME:.....

II) COMMENTARY:

II-1) Nature of the project site.....

II-2) Accessibility to the project site:

II-3) Vegetation (trees, shrubs etc).....

II-4) Access road to the site.....

NB: Attached to this report are pictures showing the site and so justify our commentary above.

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

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

V) DIFFICULTIES :

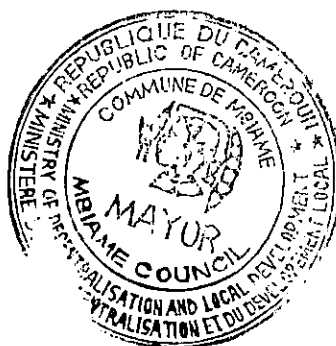
V) CONCLUSION.....

SIGNATURES:

Signature of the Beneficiary

Signature of Contractor's Technical staff, (stamp seal and name

Signature of Managing Director, name and Entreprise stamp



THE EVALUATION GRID

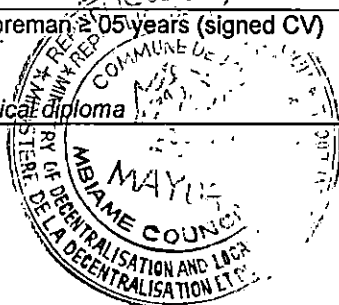
ANNEX 7: EVALUATION GRID

FOR THE REHABILITATION WORKS ON TIWONG BRIDGE MBVEN SUBDIVISION BUI DIVISION OF THE NORTH WEST REGION.

ADMINISTRATIVE DOCUMENTS.

EVALUATION CRITERIA AND SUB-CRITERIA			
ESSENTIAL CRITERIA			
NO	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation signed by the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of tax centre		
A.10	Business License (photocopy certified by the chief of tax centre, not more than three months).		
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of tax centre		
A.12	A Clearance Certificate signed by the chief of tax centre stating that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		

B) EVALUATION GRID OF TECHNICAL BID			
ESSENTIAL CRITERIA			
General presentation of the tender files			
<ul style="list-style-type: none">- Document spirally bound- Table of content page- Colour sheets separation- Presentation of documents in the order given in this tender			
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed. (minutes of final reception for projects) Minimum acceptable: 02 Contracts realised in the domain of Civil Engineering over the past years		
	1 st Reference		
	2 nd reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	☛ 01 works supervisor (a Civil Engineer)		
	Qualification of the works supervisor:		
	Professional experience of the project Engineer ≥ 05 years (signed CV) <ul style="list-style-type: none">➤ CV signed by the candidate,➤ A certified copy of the technical diploma➤ An Attestation of presentation of original of the technical diploma.➤ An attestation of availability signed by the candidate notably.➤ Certified copy of ID card		
B.3.2	01 Site foreman (a senior Civil Engineering Technician or equivalent)		
	Qualification of the Site foreman: (Civil Engineering or equivalent certificate)		
	Professional experience of the Site foreman ≥ 05 years (signed CV) A certified copy of <ul style="list-style-type: none">➤ CV signed by the candidate,➤ A certified copy of the technical diploma		



	<ul style="list-style-type: none"> ➤ An Attestation of presentation of original of the technical diploma. ➤ An attestation of availability signed by the candidate notably. ➤ Certified copy of ID card 		
B.3.3	Other personnel		
	<ul style="list-style-type: none"> ➤ 02 two builders with at least 3 years' professional experience in Civil Engineering or similar works. ➤ 02 Two Carpenters with at least 3 years' professional experience on carpentry or similar works. - Qualifications (CAP or other equivalent) in building industry). 		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project (Specify names of the personnel handling the various functions)		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Prove of ownership or rental of a pick-up or other vans for liaison		
B.5.2	Prove of ownership or rental of a dump truck		
B.5.3	Prove of ownership or rental of a Concrete mixer		
B.5.4	Prove of ownership or rental of a concrete vibrator		
B.5.5	Prove of ownership or rental of a Hand compactor		
B.5.6	Masonry Kit : Wheelbarrows, masonry clamps, masonry hammer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, hammers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. % To be verified		
B.7	Attestation of site visit signed by the Head teacher of the school		
B.8	Comprehensive report of site visit signed by the company's Technical staff and justified by photos		
B.9	Special Technical Clauses initialled in all the pages		
B.10	Special Administrative Clauses completed and initialled in all the pages and last page signed		

- This evaluation will be done in a purely positive way (yes) or negative (no) with an acceptable minimum from at least 70% of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to 100% of the eliminatory criteria and at least 70% of the essential criteria.

A. Eliminatory criteria

- 1- Deadline for delivery higher than prescribed;
- 2- False declaration or falsified documents;
- 3- Absence or insufficient bid bond;
- 4- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- 5- Incomplete financial file.
- 6- Omission of a unit price in the financial bid,
- 7- Change of units or quantity in the Financial Bid

B. Essential criteria

- 1- General presentation of the tender files;
- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organisation of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit;
- 9- Special Technical Clauses initialled in all the pages
- 10- Special Administrative Clauses completed and initialled in all the pages.



11. Main qualification criteria

The criteria relating to the qualification of candidates could be indicative on the following:

The essential criteria are subjected to minima whose detail is given in the Special Tender Regulation (RPAO).

This evaluation will be done in a purely positive way (**yes**) or negative (**no**) with an acceptable minimum from at least **70%** of the essential criteria taken in account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least **70%** of the essential criteria.



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

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

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

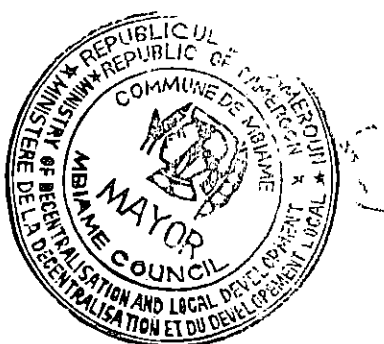
List of banks accredited by MINFI.

I- BANKS

1. Afriland First Bank
2. Banque Atlantique.
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 (NFC).
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.

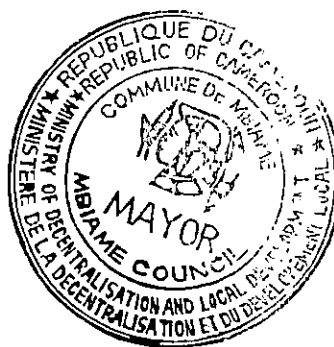
II- Insurance companies

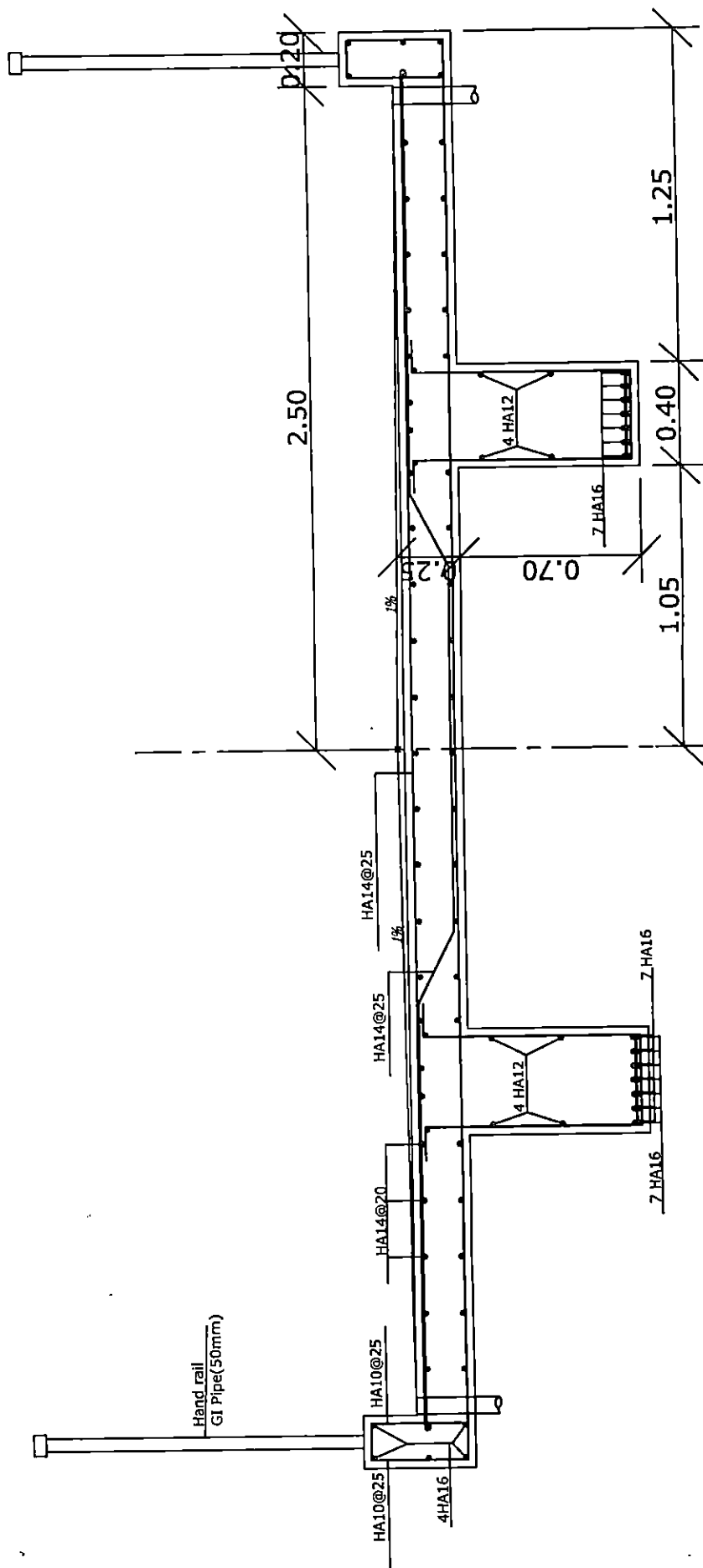
14. Chanas Insurance;
15. Activa Insurance



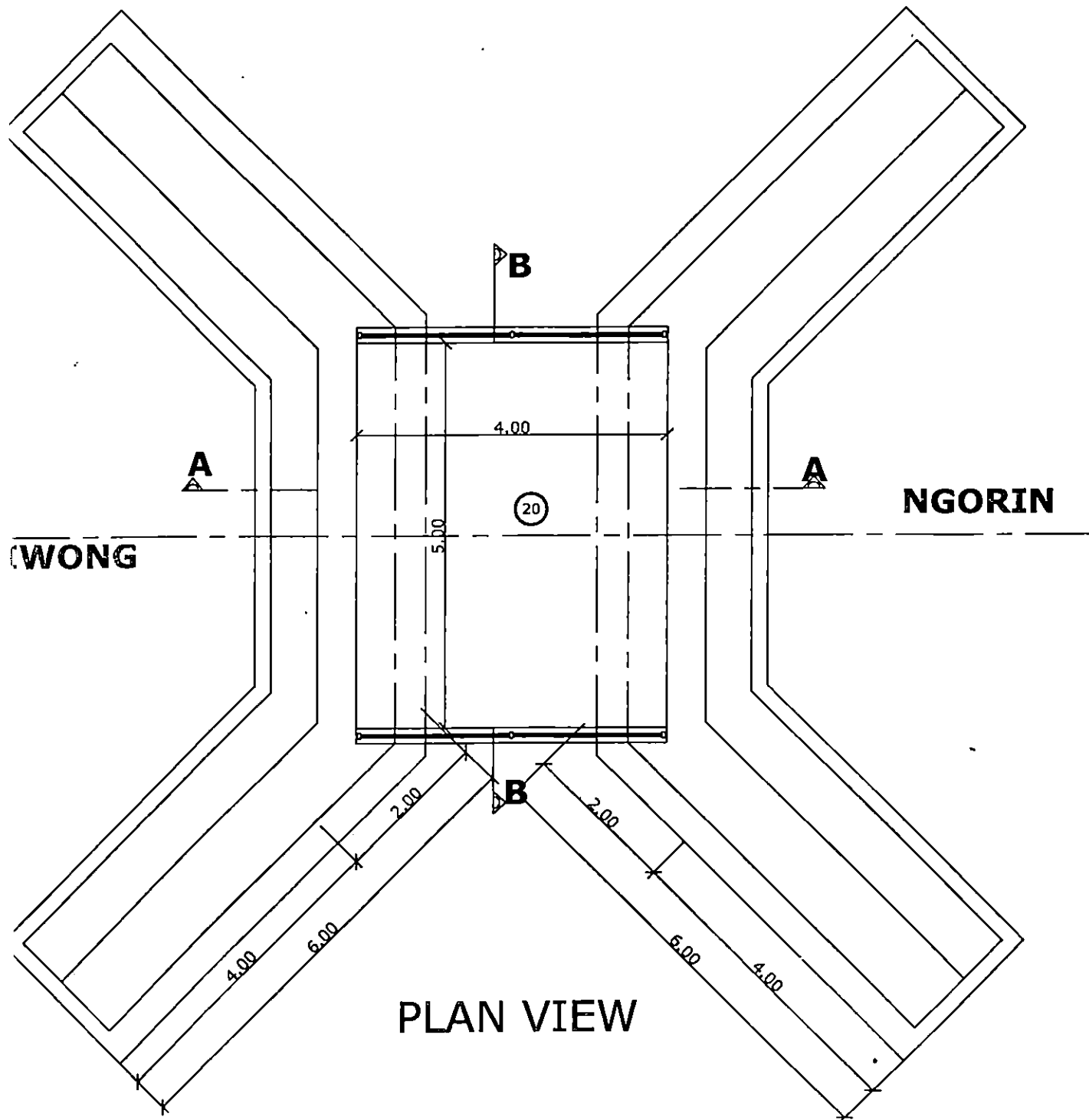
DOCUMENT N°13:

EXECUTION DRAWINGS AND DETAILS





CROSS SECTION OF DECK



PLAN VIEW



05/01/2019 11.12.16

DESTINATAIRE: POSTE COMPTABLE (CONTROLE BUDGETAIRE)

DELEGATION DE CREDIT D'INVESTISSEMENT DE L'EXERCICE: 53

Page 5 / 61

POSTE COMPTABLE: C508 Commune de MBIAME

TYPE: P CLASSE:

TRESORERIE RATTACHEE: P120 TRESORERIE BAMENDA

AUT DEP	IMPUTATION	DESTINATION	NATURE	DELEGATION
***** MINEDUB *****				
IU01309	53 15 197 01 641629 2222	COMMUNE DE MBIAME (MBVEN)	CONSTR. AGRAN. REH. BAT.	19 000 000
IU01310	53 15 197 01 641629 2261	COMMUNE DE MBIAME (MBVEN)	ACHATS MOBILIER DE BUR.	1 320 000
IU01311	53 15 197 01 641629 2281	COMMUNE DE MBIAME (MBVEN)	ACHATS MOBILIER DE BUR.	250 000
TOTAL MINEDUB :				20 570 000
***** MINDEL *****				
IU03909	53 27 351 01 641629 2248	COMMUNE DE MBIAME (MBVEN)	CONST., AME., REN. RESEAU	33 890 000
IU03910	53 27 351 01 641629 2251	COMMUNE DE MBIAME (MBVEN)	CONS., AME., REN OUV. ART	15 970 000
IU03911	53 27 351 01 641629 2254	COMMUNE DE MBIAME (MBVEN)	CONS., AME., REN CENTRALE	29 150 000
IU03912	53 27 351 01 641629 2254	COMMUNE DE MBIAME (MBVEN)	CONS., AME., REN CENTRALE	20 890 000
TOTAL MINDEL :				100 000 000
***** MINTP *****				
IU06142	53 38 488 03 641629 2250	COMMUNE DE MBIAME (MBVEN)	CONS., AM., RENO. ROUTES	27 777 700
TOTAL MINTP :				27 777 700
TOTAL Commune de MBIAME :				148 347 700

