

REPUBLIQUE DU CAMEROUN

-----  
PAIX – TRAVAIL – PATRIE  
-----

MINISTERE DE LA DECENTRALIZATION  
ET DU DEVELOPPEMENT LOCALE

-----  
REGION DU NORD- OUEST  
-----

DEPARTEMENT DU DONGA MANTUNG

-----  
SERVICE DE PASSATION DES MARCHES  
COMMISSION DE PASSATION DES  
MARCHES DE COMMUNE DE NWA

REPUBLIC OF CAMEROON

-----  
PEACE – WORK – FATHERLAND  
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MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT

-----  
NORTH WEST REGION  
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DONGA MANTUNG DIVISION

-----  
SERVICE OF AWARD CONTRACTS  
NWA COUNCIL INTERNAL TENDERS BOARD

**OPEN NATIONAL INVITATION TO TENDER**

**N° 010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 OF 29<sup>TH</sup> JULY 2020 FOR  
THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN  
NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

**CONTRACTING AUTHORITY: THE LORD MAYOR NWA COUNCIL**

**PROJECT OWNER: THE LORD MAYOR NWA COUNCIL**

**FINANCING: MINTP BIP BUDGET FOR 2020**

**EXPENDITURE AUTHORIZATION N°  
IV05618**

**VOTE OF CHARGE N°  
54 36 468 01 641652 2250 861**

**TENDER FILE**  
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## DOCUMENT N° 1

REPUBLIQUE DU CAMEROUN  
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PAIX – TRAVAIL – PATRIE  
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MINISTERE DE DECENTRALIZATION ET  
DU DEVELOPPEMENT LOCALE  
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REGION DU NORD- OUEST  
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DEPARTEMENT DU DONGA MANTUNG  
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SERVICE DE PASSATION DES MARCHES  
COMMISSION DE PASSATION DES  
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MINISTRY OF DECENTRALIZATION AND  
LOCAL DEVELOPMENT  
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NORTH WEST REGION  
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DONGA MANTUNG DIVISION  
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SERVICE OF THE AWARD OF CONTRACTS  
'A COUNCIL INTERNAL TENDERS BOARD

### TENDER NOTICE

#### OPEN NATIONAL INVITATION TO TENDER

**NO. 010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 OF 29TH JULY 2020 FOR THE  
REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION,  
DONGA MANTUNG DIVISION NORTH WEST REGION**

#### **1) SUBJECT OF THE INVITATION TO TENDER:**

Within the frame-work of the MINTP BIP BUDGET FOR 2020, the Contracting Authority (**THE MAYOR OF NWA COUNCIL**), hereby representing the State of Cameroon, launches an Open National Invitation to tender **FOR THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION.**

#### **2) CONSISTENCY/NATURE OF SERVICE:**

The works subject of this invitation to tender shall require **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION.** The works and service required are found in the detail description mentioned in the respective bills of quantities and cost estimates.

#### **3) EXECUTION DEADLINE:**

The maximum execution deadline provided for by the **Project Owner** for the execution of the works subject of this tender shall be **120 calendar days (4 months)** with effect from date of notification of the Service Order to start execution.

#### **4) ALLOTMENT:**

The works subject of this invitation to tender shall be in one lot defined with specifications as in the table below:-

Lot	Works	Locality
1	THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION	NWA in NWA Sub Division, DONGA MANTUNG Division, North West Region

##### 5) COST ESTIMATE:

The estimated cost of the operations (tasks) following feasibility studies stands as specified in the table below:-

Lot	Works	Locality	Estimated Cost
1	THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION	NWA in NWA Sub Division, DONGA MANTUNG Division, North West Region	27 700 000 FCFA

##### 6) PARTICIPATION AND ORIGIN:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon with the required technical and professional expertise in the domain of construction accompanied by the necessary financial capability.

##### 7) FINANCING:

Works which form the subject of this invitation to tender shall be financed as per the programmed budget head of the MINTP BIP BUDGET FOR 2020 of the Republic of Cameroon as specified in the table below:-

Lot	Ministry	Project Owner	Works	Provisional Amount	Vote of charge N°	Expenditure authorization N°
1	MINTP	Mayor NWA Council	THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION	27 700 000 FCFA	IV05618	54 36 468 01 641652 2250 861

##### 8) BID BONDS (PROVISIONAL GUARANTEE):

Each bidder shall enclose in his administrative documents a bid bond issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance and that shall respect the model in this tender file featuring on the list in document 12 of the tender file and valid for ninety (90) days beyond the original date of the validity of the offers.

Lot	Works	Locality	Estimated Cost	Bid Bond	Tender Fee
1	THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION	NWA in NWA Sub Division, DONGA MANTUNG Division, North West Region	27 700 000 FCFA	554 000 FCFA	50 000 FCFA

##### 9) CONSULTATION OF TENDER FILE:

The Tender documents may be consulted 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 the NWA council office during working hours.

##### 10) ACQUISITION OF TENDER FILE:

The Tender documents shall be obtained immediately after publication of this invitation to tender from the Services of the Contracting Authority during working hours at the NWA Council office. The document shall be obtained upon presentation of a Treasury receipt showing the payment of a non-refundable sum of fifty thousand (50 000) francs CFA from NWA council treasury

##### 11) SUBMISSION OF BIDS

Each bid written in English or French shall be signed by the bidder or by a duly authorized Representative and presented in seven (07) copies that is one (01) original and six (06) copies labelled as such. These shall be submitted in one sealed external envelope containing three (3) envelopes, that is, **Envelope A: Administrative Documents,**

**Envelope B: Technical documents and Envelope C: Financial documents.** It shall reach the NWA council in the service in charge of contract award not later than **25 August At 10am** local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:  
**OPEN NATIONAL INVITATION TO TENDER**

**N<sup>o</sup> 010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 OF 29<sup>TH</sup> JULY 2020 FOR THE  
REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA  
SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

*(To be opened only during the bids opening session of the Tenders Board)*

**12) ADMISSIBILITY OF BIDS.**

Under risk of being rejected, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities as the case may be (*Example: SDO, DO etc*) and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the submission of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared null and void, especially bids containing a bid bond not issued directly in the bidder's name by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority shall be released for unsuccessful bidders not later than **thirty (30) days** after the period of bid validity. For the successful bidder to whom the contract will be awarded, the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided.

Bidders shall remain committed to their offers for a period of **ninety (90) days** from the last date for the submission of tenders, that is, the tenders shall be valid for **90 (ninety) days** with effect from their submission deadline.

NB: The contractor shall, present the originals of the respective certified documents for strict verification of their authenticity during site installation.

**13) OPENING OF BIDS:**

Bids shall be opened by the **NWA COUNCIL INTERNAL TENDERS BOARD** in a single phase on the **25<sup>th</sup> August at 11a.m** local time in the conference hall of the **NWA council office**. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be **rejected**.

**14) EVALUATION CRITERIA:**

Tender conformity shall be evaluated as per the following:

**A) Eliminary Criteria.**

- Bids submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file, and not provided within 48hrs on request.
- Administrative documents more than 3months old;
- Absence of original or properly certified administrative document or documents certified more than one time,
- False declaration or forged documents ;

- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance

**NB: Bid bond for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well**

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than 80% (non-respect of 80% of the essential criteria);
- Absence of quantified unit price (omission of a unit price in the financial bid).

**B) Essential Criteria** They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

(i) Technical documents, it shall be the binary method (YES or NO) based on the following distribution of points:

CRITERIA	POINTS
GENERAL PRESENTATION OF THE BIDS	6
EXPERIENCE OF THE COMPANY	9
QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY	9
TECHNICAL EQUIPMENT	5
METHODOLOGY FOR THE EXECUTION OF WORKS	11
<b>TOTAL</b>	<b>40</b>

**NB:**

- Any Bid that shall not obtain 80% evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).

(ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

**15) VALIDITY OF BIDS:**

Bidders shall remain committed to their offers for ninety (90) days from the deadline set for the submission of bids

**16) AWARD OF THE CONTRACT:**

The contract shall be awarded to the lowest bidder who must have fulfilled the administrative, technical and financial requirements.

**17) COMPLEMENTARY INFORMATION:**

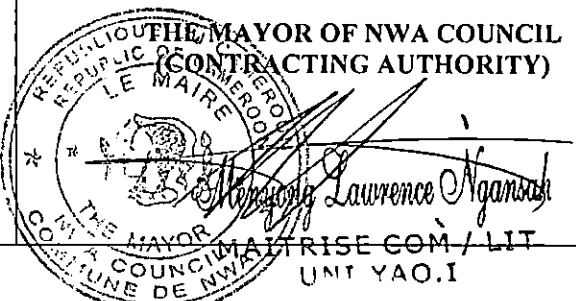
Additional information may be obtained during working hours from the Service in charge of the award of contracts at NWA council.

**18) AMENDMENT TO THE INVITATION TO TENDER:**

The Contracting Authority may at any time, amend this invitation to tender. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

The Contracting Authority may at any time, amend this invitation to tender. He shall publish the amendments and communicate same to companies that bought the tenders file. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

NWA, the 29<sup>th</sup> July 2020

<p><b>Copies :</b></p> <ul style="list-style-type: none"> <li>- CHAIRMAN, NWA COUNCIL INTERNAL TENDERS BOARD</li> <li>- Divisional Delegation of Public contracts- DM</li> <li>- ARMP Bamenda (for publication and filing)</li> <li>- NWA council Service for the award of Contracts (for filing)</li> <li>- CRTV/ NWA Radio House(s), to facilitate publicity</li> <li>- BILL BOARDS</li> <li>- CHRONO</li> </ul>	 <p>LAURENCE NGANSAH MAYOR OF NWA COUNCIL CONTRACTING AUTHORITY MAITRISE COM / LIT UNIT YAO.I</p>
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## DOSSIER N° 1

REPUBLIQUE DU CAMEROUN

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PAIX – TRAVAIL – PATRIE  
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MINISTERE DE DECENTRALIZATION ET  
DU DEVELOPPEMENT LOCALE

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REGION DU NORD- OUEST  
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DEPARTEMENT DU DONGA MANTUNG

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SERVICE DE PASSATION DES MARCHES

COMMISSION DE PASSATION DES  
MARCHES DE COMMUNE DE NWA

REPUBLIC OF CAMEROON

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PEACE – WORK – FATHERLAND  
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MINISTRY OF DECENTRALIZATION  
AND LOCAL DEVELOPMENT

-----  
NORTH WEST REGION  
-----

DONGA MANTUNG DIVISION

-----  
SERVICE OF THE AWARD OF  
CONTRACTS

NWA COUNCIL INTERNAL TENDERS  
BOARD

### AVIS D'APPEL D'OFFRES

#### AVIS D'APPEL D'OFFRES NATIONAL OUVERT

**N° 010 /ONIT/MINTP/NWR/DMD/NC/NCITB/2020 DU 29 JUILLET 2020 POUR LES TRAVAUX  
DE REHABILITATION DE ROUTE LIH - LIKOP (4 KM) DANS L'ARRONDISSEMENT DE NWA,  
DEPARTEMENT DU DONGA MANTUNG-, REGION DU NORD-OUEST**

#### 1- Objet de l'appel d'offres :

Dans le cadre du Budget de MINTP BIP BUDGET: 2020, THE MAYOR OF NWA COUNCIL, (Autorité Contractante) représentant de l'Etat du Cameroun lance un Appel d'Offres National Ouvert Pour Les Travaux De REHABILITATION DE ROUTE LIH - LIKOP (4 KM) DANS L'ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA MANTUNG, Région du Nord-Ouest.

#### 2- Consistance des travaux/ Nature du service

Les travaux objets du présent appel d'offres concerneront les Travaux REHABILITATION DE LIH - LIKOP (4 KM) DANS L'ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA MANTUNG, Région du Nord-Ouest. Les travaux et le service requis sont détails des descriptions mentionnées dans le cadre du détail estimatif.

#### 3- Délai d'exécution :

Le délai maximum prévu par le **Maitre d'Ouvrage** pour l'exécution des travaux du présent appel d'offre est de **(120) jours** continus (4 mois) à partir du jour DE notification de l'ordre de service pour le démarrage.

#### 4- Allotissement:

Les travaux objets du présent appel d'offres sont dans un lot spécifiés dans le tableau ci-après :-

Lot	Travaux	Localité
1	REHABILITATION DE ROUTE LIH - LIKOP (4 KM) DANS L'ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA MANTUNG	Dans Arrondissement de NWA le Département DU DONGA MANTUNG, Région du Nord-Ouest

### 5- Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est spécifié dans le tableau ci-dessous ;-

Lot	Travaux	Localité	Coût prévisionnel
1	REHABILITATION DE LIH - LIKOP (4 KM) DANS L'ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA MANTUNG	Dans Arrondissement de NWA, le département DU DONGA MANTUNG, Région du Nord-Ouest	27 700 000 FCFA

### 6- Participation et origine:

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 infrastructures publics basées au Cameroun.

### 7- Financement :

Les travaux, objet du présent appel d'offres sont financés par la rubrique programmé dans le Budget DE MINTP BIP BUDGET: 2020 DE République du Cameroun comme spécifié dans le tableau ci-dessous:-

Lot	Ministère	Maitre d'Ouvrage	Travaux	Coût prévisionnel	N° de l'Imputation	N° de l'autorisation de dépense
1	COMMUNE DE NWA	Maire DE commune de NWA	REHABILITATION DE ROUTE LIH - LIKOP (4 KM) DANS L'ARRONDISSEMENT DE NWA DEPARTEMENT DU DONGA MANTUNG	27 700 000 FCFA	IV05618	54 36 468 01 641652 2250 861

### 8- Cautionnement provisoire (*Garanties de soumission*)

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie par une banque de premier ordre agréée par le Ministère chargé des finances et dont la liste figure dans la pièce 12 du ce dossier d'appel d'offres et valable pendant quatre-vingt-dix (90) jours au-delà DE date originale de validité des offres.

Lot	Travaux	Localité	Coût prévisionnel	Cautionnement provisoire	Prix d'achat du DAO
1	REHABILITATION DE ROUTE LIH - LIKOP (4 KM) DANS L'ARRONDISSEMENT DE NDU DEPARTEMENT DU DONGA MANTUNG	NWA dans l'arrondissement de NWA, département DU DONGA MANTUNG, Région du Nord-Ouest	27, 700,000 FCFA	554 000 FCFA	50 000 FCFA

### 9- 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 au salle de conférence DE commune de NWA.

### 10- Acquisition du dossier d'appel d'offres :



Le dossier peut être obtenu dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant pendant les heures ouvrables à **la commune de NWA**. Le dossier sera obtenu contre versement d'une somme non remboursable de **(50 000) francs CFA** payable à la **trésorerie de NWA**.

#### **11- Remise des offres :**

Chaque offre rédigée en français ou en anglais sera signée par le soumissionnaire ou son Représentant dument autorisé et présentée en SEPT (07) exemplaires c.-à-d. **Un (01) original et six (06) copies marqués comme tels** de trois enveloppes marquée A : pour le dossier Administratif, B : pour le dossier technique et C : pour le dossier financier. Les offres seront remises étant dans une enveloppe externe fermée au **service de passation des marchés DE commune de NWA** au plus tard le **25 AOÛT à 10 heures**. Cette enveloppe externe devra être adressée à l'Autorité Contractante portant la mention:

### **AVIS D'APPEL D'OFFRES NATIONAL OUVERT**

**NO . 010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 DU 29JUILLET 2020 POUR LES TRAVAUX DE REHABILITATION DE ROUTE LIH - LIKOP (4 KM) DANS L'ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA MANTUNG-, REGION DU NORD-OUEST**  
**“A N'OUVRIR QU'EN SÉANCE DE DEPOUILLEMENT”**

#### **12 - Admissibilités 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 (Exemple : service des impôts, banques, etc.) ou une autorité administrative (Exemple : Préfet, Sous-préfet, etc.), 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. La double certification ne sera pas acceptée. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable, notamment l'absence de cautionnement provisoire délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances cautionnement.

Cautionnement provisoire sera remis au soumissionnaire qui n'a pas réussi seulement par l'Autorité Contractante au plus tard trente jours après la période de validité. À l'attributaire, le cautionnement provisoire sera remis par l'Autorité Contractante quant-il l'aura fourni le cautionnement provisoire. Le montant correspondant à chaque cautionnement provisoire sera reçu par le soumissionnaire DE banque sous présentation de l'original du cautionnement provisoire. Les soumissionnaires restent tenus par leur offre pendant quatre-vingt-dix (90) jours à partir DE date limite fixée pour la remise des offres.

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

#### **13- Ouverture des plis:**

L'ouverture des plis sera faite par la Commission de passation des marchés en une seule phase le **25 AOÛT à 11 heures** heure locale dans la salle conférence présidé par Président DE commission de passation des marchés situé à **NWA**. Seul les soumissionnaires ou leurs représentants qui ont une bonne maîtrise des procédures et DE réglementation des marchés publics et disposent des compétences techniques avérées dans le domaine concerné seront autorisés à assister à la séance de l'ouverture. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées.

#### **14- Critères d'évaluation:**

La conformité d'une offre sera évaluée tenant compte des critères suivants :-

Les offres seront évaluées selon des conditions suivantes.

#### A) Critères éliminatoires

- Offres remise après le délai
- Offres remise dans les enveloppes externes ouvertes,
- Enveloppes externes ayant les signes d'identification des soumissionnaires,
- Absence d'un document dans le dossier Administratif, ou incapable de fournir avant 48h.
- Documents administratifs certifiés hors du délai de trois mois
- Absence de l'original ou des documents bien certifiés ou documents certifiés plus qu'une fois
- Fausse déclaration ou pièce falsifiée
- Absence de cautionnement provisoire ou cautionnement provisoire non délivrée directement au nom du soumissionnaire par une banque de premier ordre agréée par le Ministère chargé des Finances

**NB: Cautionnement provisoire pour un groupe d'entreprises doit être adressé au nom de l'entreprise mandaté et les noms d'autres entreprises mentionnés dans le contenant.**

- Délai d'exécution plus long que prescrit dans l'Appel d'Offres
- Note technique inférieure à 80% au niveau de l'évaluation administrative et technique
- Omission dans le bordereau des prix ou d'un prix unitaire dans le dossier financier.

#### B) Critères essentiels

Ils sont les modalités clés ou primordiales pour le jugement DE capacité technique et financière des candidats pour exécuter les tâches faisant objet de l'appel d'offres. Ils sont déterminés tenant compte de nature et contenant des tâches à exécuter. Donc, dans l'évaluation des:

(i) Dossier techniques, elle sera binaire (OUI ou NON) basée sur la distribution des point suivant:-:

CRITERE	POINTS
PRESENTATION GENERALE DE L'OFFRE	6
LES REFERENCES DE L'ENTREPRISE	9
LA QUALITE DU PERSONNEL D'ENCADREMENT DE L'ENTREPRISE	9
LE MATERIEL DE CHANTIER A MOBILISER	5
METHODOLOGIE ET EXECUTION DES TRAVAUX	11
<b>TOTAL</b>	<b>40</b>

#### Remarque :

- Seules les entreprises ayant obtenu au moins 80% DE notation sur la Secondaire des dossiers administratif et technique seront retenues pour l'étape II ;
- Les détails de ces critères essentiels sont précisés dans la grille d'évaluation figurant au Règlement Particulier de l'Appel d'Offres.

(ii) Offres financier, il consistera de parcourir les devis quantitative tenant compte de bordereau des prix unitaires et les sous détaille de prix unitaire.

#### 15. Durée de validité des offres

Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir DE date limite fixée pour la remise des offres.

#### 16- Attribution:

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

#### 17. Les Renseignements Complémentaires

Les renseignements complémentaires peuvent être obtenus aux heures ouvrables au Service communale de Passation des Marchés situé à NWA

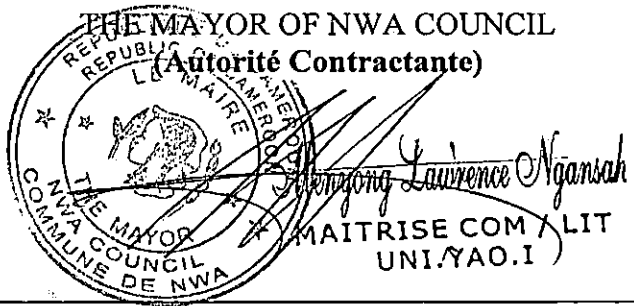
#### 18- Additif à l'appel D'offres:

L'Autorité Contractante se réserve le droit à tout moment, que ce soit à son initiative ou consécutivement à une saisie d'un soumissionnaire avant la date de remise des offres, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres publiant un additif. Tout additif ainsi publié fera partie intégrante du dossier d'appel d'offres. Cet additif sera communiquer par écrit ou signifié par tout moyen laissant trace écrite à tous les soumissionnaires ayant acheté le DAO en tenant compte du temps il faut pour qu'ils préparent bien leurs offres.

NWA, le \_\_\_\_\_

**Ampliations:**

- *Président DE commission de passation de marché.*
- *le Délégué Départemental des Marchés Publics DU DONGA MANTUNG*
- *ARMP Bamenda (pour publication et archivage)*
- *Service de passation des marches (pour archivage)*
- *CRTV*
- *Radios locales pour faciliter la publicité*
- *Tableau d'affichage.*



**GENERAL REGULATIONS OF THE INVITATION TO TENDER**

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## DOCUMENT N° 02

### GENERAL REGULATIONS OF THE INVITATION TO TENDER

#### **A-GENERALITIES**

##### **Article 01: SCOPE OF THE INVITATION TO TENDER**

- (a) **CONTRACTING AUTHORITY** as defined in the Special Regulations of the invitation to tender (“RPAO”) is the **Mayor of NWA Council** who shall be in charge of launching the tenders file. The name, the reference number and the number of lots contained in the invitation to tenders are found in the Special Regulations of the invitation to tender.
- (b) **SUCCESSFUL BIDDER** shall be the company to which the contract shall be awarded. This company shall have to execute and finish the tasks defined in the Special Regulations of the invitation to tender within the deadline spelled out in the service order notifying when to start execution, except modified by the Special Administrative conditions (“CCAP”) of the invitation to tender.
- (c) **DAY** in this tender file shall mean a **calendar day**.

##### **Article 02: FINANCING**

The source of funding for the project shall be contained in the financial documents and shall bear specifications of funding as shall be spelled out in the Special Tender Regulations.

##### **Article 03: FRAUD AND CORRUPTION**

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

a) The following definitions shall be admitted:

- i) Shall be guilty of “**corruption**” whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- ii) Is involved in “**fraudulent manoeuvres**” whoever deforms or distorts facts in order to influence the award or execution of a contract;
- iii) “**Collusive practices**” shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
- iv) “**Coercive practices**” shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

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

**Remark:** 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 04: CONDITIONS FOR CANDIDATES TO BE ADMITTED TO COMPETE**

Participation in this invitation to tender is open to all registered and qualified enterprises, group of enterprises and Sub-Contractors of the Republic of Cameroon, with the required technical and professional expertise in construction accompanied by the necessary legal and financial autonomy and must not have been excluded from bidding for public contracts as well as managed according to commercial laws and not under the direct supervisory authority of the Contracting Authority or Project Owner. 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 potential bidder shall be judged to be in a situation of conflict of interest and considered not eligible if he:-

- (a) 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.
- (b) Presents more than one bid within the context of Invitation to Tender, except authorised variants, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- (c) and 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

#### **Article 05: ORIGINS OF MATERIAL, SUPPLIES, EQUIPMENT AND AUTHORIZED SERVICES**

The origin for these resources must be in countries fulfilling the criteria defined in the Special Regulations of the invitation to tender. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where comes the services.

#### **Article 06: QUALIFICATION OF BIDDERS**

- (a) As an integral part of their bid, bidders must:
  - (i) Submit a power of attorney making the signatory of the bid bound by the bid; and
  - (ii) 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:

- The production of certified balance sheets and recent turnovers
  - Access to a line of credit or availability of other financial resources
  - Orders acquired and contracts awarded
  - Pending litigations
  - Availability of indispensable equipment
- (b) Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:-
    - The bid must include all the information listed in paragraph 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
    - The bid and the contract must be signed in a way that is binding on all members of the group
    - 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
    - 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
    - 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
  - (c) 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

#### **Article 07: SITE VISIT**

It is advisable to potential bidders to visit the project site and its environ and rate the availability of resources and get all the information about the site before preparation of their offers. The Project Owner shall authorise the bidder and his employees or agents to enter the office and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they

shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from the visit. The Project Owner may organise a visit of the project site during the preparatory meeting for the building of offers.

## **B-TENDERS FILE**

### **Article 08: CONTENT OF THE TENDER FILE**

The Tenders File describes the tasks to be accomplished in the contract, fixes the procedures of consultation of entrepreneurs and precise the conditions of the contract and conditions surrounding any modification of the Tenders File. The principal documents that must be in the Tenders File include:-

- (a) Document N° 1- Tender Notice ("*AAO*")
- (b) Document N° 2- General Regulations of the Invitation to Tender ("*RGAO*").
- (c) Document N° 3- Special regulations of the invitation to tender ("*RPAO*").
- (d) Document N° 4- Special Administrative Conditions (*SAC*="*CCAP*").
- (e) Document N° 5- Special technical Conditions (*STC*="*CCTP*").
- (f) Document N° 6- Schedule of Unit prices (*Price Elaboration Schedule*=*PES*).
- (g) Document N° 7- Bill of quantities and cost estimate (*BQCE*).
- (h) Document N° 8- Sub detail of unit prices.
- (i) Document N° 9- Model Contract.
- (j) Document N° 10- Model forms to be used by bidders.
- (k) Document N° 11- Justification of prior feasibility studies (*written by the Project Owner*).
- (l) Document N° 12- List of first rate Banks and Financial Organisations approved by the Ministry in charge of Finance to issue bid bonds (*to be inserted by the Contracting Authority*).
- (m) Document N° 13- Plans, diagrams and/or pictures, *as the case may be*

### **Article 09: CLARIFICATIONS ON THE TENDER FILE**

Request for clarifications may be addressed by letter, electronic mail (telecopier or email) or fax to the Contracting Authority at the following address:

THE MAYOR OF NWA COUNCIL  
(THE CONTRACTING AUTHORITY)

***NB: -A copy of this request must be given to the Project Owner and the Contracting Authority is bound to respond to the request at least fourteen (14) days for National Invitations and at least twenty one (21) days for International Invitations before the day of opening, copying all the companies that purchased the tenders file.***

***-Any potential bidder whose find himself cheated in the award procedure can petition to the Minister of Public Contracts***

***-Any other preoccupation can be addressed to the Contracting Authority copying the Regulatory Organ for Public Contracts and the President of the Tenders Board. The Contracting Authority has five (05) days to react with copy of the reaction sent to the Minister in charge of Public Contracts and the Regulatory Organ of Public Contracts.***

### **Article 10: AMENDMENT OF THE TENDER FILE (ADDENDUM)**

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 which now constitutes the integral part of the tenders file and must be communicated to all the companies that purchased the tenders file. Hence to give room for bidders to prepare their offers the Contracting Authority may postponed the deadline of submission as long as he deems necessary

## **C-PREPARATION OF BIDS**

### **Article 11: TENDER FEES**

Each bidder shall be responsible for all charges related to the preparation and presentation of bids. The Contracting Authority and the Project Owner shall in no way be responsible for these charges or try to regularise a situation involved in the preparation of bids by a bidder.

### **Article 12: LANGUAGE OF THE BIDS**

Offers and all correspondences exchanged between the Bidder and Contracting Authority shall be written in English and French. However complementary documents may be in any other language provided they are accompanied by précised translation into English or French, in which case at the end of the interpretation the translation is valid.

### **Article 13: PRESENTATION AND CONTENT OF BIDS**

Each bid shall include three envelops, A, B and C labelled as follows:-

**ENVELOPE .... «..... DOCUMENTS»  
NAME AND ADDRESS OF THE BIDDER**

**OPEN NATIONAL INVITATION TO TENDER  
NO. 010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 OF 29TH JULY 2020 FOR THE  
REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION,  
DONGA MANTUNG DIVISION NORTH WEST REGION  
“To be opened only during the bid opening session of the Tenders Board”**

Hence, 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 envelopes:-

**a. Envelop A: Administrative documents shall include:-**

- i) all documents attesting that the bidder:
  - has subscribed to all declarations provided for by the laws and regulations in force;
  - paid all taxes, duties, contributions, fees or deductions of whatever nature;
  - is not winding up or bankrupt;
  - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of the General Regulations of the invitation to tender;
- iii) The written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of the General Regulations of invitation to tender.

**b. Envelop B: Technical documents shall include:-**

- (i) *Information on qualification*- The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in the Special Regulations of the invitation to tender
- (ii) *Methodology*- The Special Conditions of the invitation to tender specify the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organisation and programme which the bidder intends to put in place or use to execute the works (installations, schedule, Quality Assurance Plan (QAP), sub-contracting, attestation of visit of the site, where necessary, etc
- (iii) *Proof of acceptance of conditions of the contract*- The bidder shall submit duly initialled copies of the Special Administrative Conditions (SAC) and Special Technical Conditions (STC) relating to the contract..
- (iv) *Commentaries (optional)*- commentary on the technical choices of the project and possible proposals



**c. Envelop C: Financial documents:**

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

- (i) The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate.
- (ii) The duly filled Unit Price schedule
- (iii) The duly filled detailed estimates
- (iv) The sub-details of prices and/or breakdown of all-in prices
- (v) 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 the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

The three envelopes (A, B & C) shall be sealed in a large anonymous external envelope addressed to the Contracting Authority as follows:

**THE MAYOR OF NWA COUNCIL  
(THE CONTRACTING AUTHORITY)**

**OPEN NATIONAL INVITATION TO TENDER**

**NO.010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 OF 29<sup>TH</sup> JULY 2020 FOR THE  
REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION,  
DONGA MANTUNG DIVISION NORTH WEST REGION**

***"To be opened only during the bids opening session of the Tenders Board"***

**Note should be taken that:-**

- (a) ***Envelopes bearing any other inscriptions shall be simply rejected***
- (b) ***The Contracting Authority bears no responsibility for any missing document and/or premature opening of offers if the external envelop is submitted not sealed by the bidder.***
- (c) ***During calculation of prices:***
  - ***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.***
  - ***The bidder shall express the prices in the Price Elaboration Schedule (PES) and Bill of quantities and cost estimates (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 Committee for Analysis and the amount altered if necessary without any complaints from the bidder.***
  - ***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 furnished 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 FCFA***
  - ***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.***

#### **Article 14: AMOUNT OF THE BID**

Except otherwise stated in the Tender File, the amount of the contract shall cover all the tasks described in 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. Hence:-

- (a) The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- (b) 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.
- (c) 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.
- (d) All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tenders file.

#### **Article 15: CURRENCY OF BID AND PAYMENT**

Offers must be in the prevailing currency of the country where the Contracting Authority is based otherwise must be prove of conversion in an annex.

#### **Article 16: VALIDITY OF BID**

Offers shall be valid within the period specified in the Special Tender Regulation and shall be fixed by the Contracting Authority, counting from the date of submission of offers. Offers whose period of validity will be too short shall be considered not being in compliance (rejected) and prolongation of the validity period by a bidder without prior authorisation from the Contracting Authority on request from the bidder shall be rejected.

##### ***Remarks:***

-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 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.

-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**

The amount of the bid bond shall be as specified in these General Tender Regulations and must be of the model presented in the tender file or otherwise any other model must have been authorized by the Contracting Authority before use. 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 these General Regulations. Hence:-

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

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

#### **Article 18: VARYING PROPOSALS BY BIDDERS**

Where the tasks 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.

Except in the case mentioned in the paragraph 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.

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

#### **Article 19: PREPARATORY MEETING TO THE ESTABLISHMENT**

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

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 the paragraph below.

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 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 the General Regulations and not through the minutes of the preparatory meeting.

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 BIDS**

Each offer shall be presented in seven (7) copies that is, **one (01) original** clearly indicated "**ORIGINAL**" and **six (06) photocopies** bearing "**COPY**". The original must be typed or written with indelible ink and in case of any ambiguities or differences only the original shall be considered authentic. In case of a correction or a page overloaded with information added after, it must be visaed by the signatory (ies) (person or persons mandated to sign for the bidder). The bid shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the bid

## **D-SUBMISSION OF BIDS**

### **Article 21: SEALING AND MARKING OF BIDS**

Each bidder shall seal each original and the correspondent copies of the bid in separate envelopes (*called internal envelopes*) by marking on these documents “**ORIGINAL**” and “**COPY**”, as the case may be. The envelopes shall then be put in another envelope (*called external envelope*) which shall equally be sealed but which shall not give any indication regarding the identity of the bidder. 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 BIDS-OPENING SESSION**” as specified in the Special Regulations.

The internal envelopes on the other hand, should equally carry the name and address of the bidder to enable the Contracting Authority return the sealed bid if it is late in accordance with the General Regulations.

*Remark: If the external envelope is not sealed and marked as indicated in Article 21 here 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**

Bids bearing the specified address shall be submitted to the **Contracting Authority or to the NWA council internal Service for contracts award** against a duly signed receipt bearing the **date and time** specified in the Special Tender Regulations. Each bidder after submission shall before departure, ensure that the external envelope (*enclosing envelopes A, B and C*) is **stamped and dated**. After submission **no bid** (regularly submitted) **shall be withdrawn**, supplemented or modified. Hence, in the case where the envelope shall not be sealed or without the appropriate inscriptions on it, the administration shall decline all responsibilities 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 FCFA.

### **Article 23: OUT OF TIME-LIMIT BIDS**

After the specified deadline, any bid shall be declared late and rejected.

### **Article 24: MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF 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**”. Hence:-

- (a) 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.
- (b) In application of paragraph 1, bids being requested to be withdrawn by bidders shall be returned to them unopened.
- (c) 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.

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 notification must be signed by the person mandated to sign for the bidder. 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 OFFER” or “MODIFICATION”. The notification of the 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. Bids being requested to be withdrawn by bidders shall not be opened before returning to them.

**NB: - Offers bearing “WITHDRAWAL” and “REPLACEMENT OFFER” or “MODIFICATION” and which shall not be handed back to the bidders shall be transmitted alongside the other offers on the day of opening.**

**- No bid shall 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.**

## **E- OPENING AND EVALUATION OF BIDS**

### **Article 25: OPENING OF BIDS AND PETITIONS**

Bids shall be opened by the Competent Tenders Board in one phase of two stages (*Stage I and Stage II*) on a date, time and at the venue specified in the Special Tenders Regulations, in the presence of Representatives of the bidders concerned and who wish to attend. Representatives present during the opening shall sign a register or a paper to attest their presence.

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. It is important to note that:-

- 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. **Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.**
- 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 and the Contracting Authority.

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.

#### **Article 26: CONFIDENTIAL NATURE OF THE PROCEDURE**

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 concerned with the said procedure before the announcement of the results. Hence, any attempt by a bidder to influence the committee in charge of evaluation of bids or the Contracting Authority in his award decision may cause the rejection of his bids.

#### **Article 27: CLARIFICATIONS ON THE BIDS AND CONTACT WITH THE CONTRACTING AUTHORITY**

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 in the amount or content of the offer is allowed, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the committee in charge of evaluation during the evaluation in accordance with the provisions of the General Regulations.

Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the committee in charge of evaluation for questions related to their offers, between the opening of envelopes and the award of the contract.

#### **Article 28: DETERMINATION OF COMPLIANCE OF BIDS**

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:-

- i) which substantially limits the scope, quality or realisation of the works;
- ii) 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
- iii) 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

During evaluation, the committee concerned 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.

Hence, the committee in charge of evaluation 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.

→ 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.

→ Verify offers considered essentially in conformity with the Tender File to correct the possible calculation errors.

#### **Article 29: QUALIFICATION OF THE BIDDER**

The committee in charge of evaluation 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 the Special Regulations. It is essential to avoid any arbitrariness in determining qualification

#### **Article 30: CORRECTION OF ERRORS**

The committee in charge of evaluation shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. It 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.

The amount featuring in the offer shall be corrected by the committee in charge of evaluation, 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.

### **Article 31: CONVERSION INTO A SINGLE CURRENCY**

In case of variation in currencies, the committee in charge of evaluation shall convert the prices of bids expressed in various currencies into those in which the bid is payable. 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**

Only offers considered as being in conformity as per the provisions of the General Regulations, shall be evaluated and compared by the committee in charge of evaluation. During the evaluation of offers, the committee in charge of evaluation shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

- a) By correcting any possible error in accordance with the provisions of the General Regulations;
- b) 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.
- c) 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;
- 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 the General Regulations (GAC) and the Special Regulations (SAC) 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 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.

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 tasks stipulated and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory it may propose to the Contracting Authority to reject the offer.

As well, 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. Hence, 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.

### **Article 33: 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 when 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 34: AWARD OF CONTRACT**

Within three (3) days maximum as from the date of reception of the award proposal, the Contracting Authority shall decide either to publish the results or request for re-examination. **If the Contracting Authority decides to publish the results, he shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest** by including, where necessary, proposed rebates, that is, in function of the provisions of the Special Regulations of the invitation to tender, if bidders present bids for several lots of the same invitation to tender, they could indicate rebates offered in case of award of more than one lot. In this case, the lowest bid shall be determined by evaluating the offers 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. Hence, 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. This is carried out by careful study on the unit prices, the bill of quantities and cost estimates and the sub detail of prices presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his final contract amount. As concern the procedure for the award, it shall consist of:-

- \* The preparation, thorough verification and awarding of the contract according to the rules and procedures defined by the legislation in force for Public contracts to enable effective execution.
- \* The winner shall be notified through his official address or public media. He/she shall in two (02) days fulfil the formalities related to the awards, especially to submit at least five (05) copies of the proposed contract to the office of the Contracting Authority for transmission to the tenders Board for study and observations in order for the final version to be established, into which the winner shall enter and be signed by the Contracting Authority after the finance visa.

#### **NB:**

- In the case where the company does not fulfil these conditions, he/she shall be reminded of his/her chance which shall later on be simply annulled without further notice and the next bidder in the ranking shall be called in for replacement.
- Once the Contracting Authority has signed the contract (Jobbing Order), the contractor shall be notified. The contractor shall ensure that he contacts the **Project Engineer** as soon as possible for the beginning of execution of works within three (03) days to following notification of the Service Order to start work by the Project Owner. Failure to respect the duration shall be considered withdrawal and eventual cancellation of contract. The contract may be cancelled outright in the cases provided for by Decree N<sup>o</sup>.:2004/275 of 24<sup>th</sup> September 2004 to institute the Public Contracts Code.

### **Article 35: PUBLICATION OF RESULTS OF AWARD AND PETITIONS**

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.

As well, the Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.



**Remarks:**

- (a) 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.
- (b) 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.
- (c) 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 36: NOTIFICATION OF AN AWARD OF 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: SIGNING OF THE CONTRACT**

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. As well, the Contracting Authority must be notified the successful bidder of the signed contract within five (5) days of its date of signature.

**Article 38: FINAL BOND**

Within twenty (20) days from the date of notification of signed contract by the Contracting Authority, the contractor shall furnish him with a final bond, to guarantee the complete execution of the works.

**REMARK:**

- (a) **Bid bond to be released to the Contractor upon a written request addressed to the Contracting Authority can only take place after when the contractor must have proven with attestation for having furnished the Project Owner with a final bond and/or after the start-off advance is refunded.**
- (b) **The final bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.**
- (c) **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.**
- (d) **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.**

**Article 39: ADDITIONAL INFORMATION**

This includes the facts that:-

- Only works and services actually earmarked and executed under the contract shall be paid to the contractor without exceeding the prescribed quantities. Payment shall be done by application of unit prices to the quantities and/or volumes of the tasks executed
- Control and follow-up operations of the project site shall be carried out by the Project Engineer (**Divisional Delegate of Public Works for DONGA MANTUNG**) in collaboration with the **Project Owner**). They shall be required to give reports on the tasks executed. The Project Engineer shall prepare payments that shall be VISAED by the Contracting Authority and transmitted for payment into an account opened by the contractor to this effect.
- Tasks to be executed are placed under the supervision of the **Divisional Delegate of Public works DONGA MANTUNG**
- 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.

**THE MAYOR OF NWA COUNCIL**  
(CONTRACTING AUTHORITY)

## DOCUMENT N° 03

### **SPECIAL REGULATIONS OF THE INVITATION TO TENDER**

The aim of this document is to help the Projected Owners or Delegated Project Owners and/or Contracting Authority to furnish specific information corresponding to the clauses of the General Tender Regulations and which must be established for in the contract(s) arising from this invitation to tender. The following provisions which are specific to the works forming the subject of the invitation to tender should complete or where necessary, specify the provisions of the General Regulations of the invitation to tender. In case of conflict, the provisions in the following articles will prevail over those of the General Regulations.

#### **ARTICLE 01: DEFINITION OF WORKS**

The works involved in the execution of the project shall consist of a number of tasks for **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION** with the specifications as in the Special Technical Conditions and in the Bill of quantities and cost estimates. The Contracting Authority concerned in this invitation to tender shall be **THE MAYOR OF NWA COUNCIL**

. The reference of this tenders file is

**NO.010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 OF29TH JULY 2020 FOR THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

#### **ARTICLE 02: EXECUTION DEADLINE**

The execution deadline for this project shall be **one hundred and twenty (120) calendar days (4months)**, counting in function of the date of notification of the service order to start execution. Hence, bids shall be evaluated on the basis of an execution deadline of the tasks involved between a minimum and maximum ninety calendar days. The evaluation method features in the General Regulations. The execution deadline proposed by the preferred bidder shall become the contractual execution deadline. For this reason, the provisions of this article are such that **THE MAYOR OF NWA COUNCIL** expects net advantages of shorter execution deadline.

#### **ARTICLE 03: SOURCE OF FINANCING**

The source of funding for the project shall be the **2020 BIP MINTP Budget of the Republic of Cameroon** imputed under the budgetary supervision of the **Ministry of Health** and assigned to the **Lord Mayor of NWA council, NWA Sub Division in DONGA MANTUNG, North West Region.**

#### **ARTICLE 04: ORIGIN OF RESOURCES (MATERIALS, EQUIPMENT AND SUPPLIES)**

The origin of resources for this project shall be in Cameroon and other countries fulfilling the criteria having legal trade conventions with Cameroon. Origin in this invitation to tender means the place from where the resource is extracted, cultivated, produced or fabricated and from where comes the services.

#### **ARTICLE 05: PRESENTATION AND CONTENT OF BIDS**

Bids will consist of three envelopes A, B and C called internal envelopes put in another envelop called external envelope. The content of the three internal envelopes are as follows:-

##### **1. ENVELOPE A-Administrative documents**

Administrative documents attest that the bidder:-

- (a) Has subscribed to the declarations laid down by the laws and regulations in force.
- (b) Contributes to the development of the national economy.
- (c) Is not in a state of collapse or judicial liquidation
- (d) Is not affected by any exclusion or situation of legislation in force
- (e) Has bid bond established in conformity with the model
- (f) Has given powers to a signatory that engages the whole company.

To this effect, the bid submitted by a bidder shall comprise the following documents that shall be separated from each other by colour separators:

- A1. The declaration of intention to tender signed and stamped by the bidder or group representative with a valid Fiscal stamp of 1000 FCFA. *(see Model Form N° 01 for the format)*
- A2. A Treasury Receipt showing the payment for the tender fee **(50,000) FCFA**.
- A3. An attestation of a bank account in the name of the company (enterprise).
- A4. The original copy of a bid security in bidder's name (Bank caution/bid bond) of **(554, 000) FCFA** from a bank accredited by the Ministry of Finance and recognised by COBAC ("Commission Bancaire pour l'Afrique Central") *(see Model Form N° 04 for format)*.
- A5. A certified copy of Tax payer's card *(must bear the current tax regime of the bidder)*.
- A6. A certified copy of current Business Licence (2020 "Patente") with a turnover up to or above the amount of the contract TTC
- A7. An original certificate of non-bankruptcy from the court of First Instance of the Headquarters of the enterprise (Affidavit)
- A8. An original certificate of tax assessment certifying that the bidder owes no taxes
- A9. An original current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his social contributions
- A10. A certified copy of certificate of incorporation
- A11. An original Certificate of non exclusion from the public contracts by the Regulatory Organ of Public Contracts (ARMP)
- A12. **An original attestation of site visit signed by the contractor or his representative duly mandated see Model form N° 13 for format**
- A13. Certified copy each of Attestation of localisation and sketch plan of localisation of the enterprise

## 2. ENVELOPE B-Technical Documents

Technical offer will contain:-

- (a) Information on the qualification of the bidder.
- (b) Methodology bearing the constituent elements of the technical proposal of the bidder such as:-
  - (i) Methodological note on the analyses of the tasks involved
  - (ii) Organization of the company towards the accomplishment of the tasks
  - (iii) Planning on which the company depends to accomplish the tasks
- (c) Prove of acceptance of the conditions of the contract by putting visa on the administrative and technical documents such as the Special Administrative conditions ("CCAP") and the Special Technical Conditions ("CCTP")
- (d) Commentary on the technical choice of the project and eventual proposal *(as the case may be)*

To this effect, it shall contain the documents cited below placed in that order:

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
B1	<b>Equipment list</b>	It shall show clearly the means at the disposal of the enterprise to carry out the job <i>(See Model form N° 12 for format)</i>	Attach certified copies of title deeds, receipts, etc. <b>NB- The equipments and tools must be present at the site during each phase of the execution</b>
B2	<b>Personnel list</b>	It shall contain: ☞ <b>Works Supervisor:</b> At least a Senior Civil Engineering Technician with at least 3 years' experience in the field of construction or Civil Engineering	Attach for each person a CV <i>(signed and dated by the individual)</i> as well as a certified copy of highest diploma of each person concerned. Key Personnel

		<p>Technician experience with at least 5 years' in the building sector.</p> <p>☞ <b>Foreman:</b> At least a BAC F4 holder or equivalence with at least 7 years' experience in the domain of building construction.</p>	<p>shall include the Works Supervisor Works Foreman and other dependent on the bids of the candidate.</p> <p><b>NB-All key personnel must present commitment of availability duly signed &amp; certified by the National Security Service (see Model Forms N° 8 &amp; N° 9 for formats)</b></p>
B3	<b>Methodology/ Organisation of works</b>	<p>Bids shall be assessed based on the technical understanding by the enterprise of the operations and the organisation intended for the execution of works, that is, it shall show clearly the organisation of the enterprise (<i>methodology of execution, work schedule, site installation, supply of materials, works to be sub-contracted, to the use of local manpower, HIMO etc</i>)</p>	<p>Date, signature and stamp of bidder at the end of document</p>
B4	<b>Sub-contracting</b>	<p>Information on the sub-contractor (equipment, personnel, references, etc)</p>	<p>Date and signature of sub-contractor (only 30% of the contract can be subcontracted)</p>
B5	<b>Site visit report</b>	<p>Site visit report containing coloured picture(s) of the Representative of the company conspicuously seen on site</p>	<p>Dated and co-signed by the Managing Director and Works Supervisor of the company (<i>see Model form N° 14 for format</i>).</p>
B6	<b>References of the enterprise.</b>	<p>List of similar jobs executed in the last three (03) years by the enterprise and/or other civil engineering works realised.</p>	<p>Amount of works, copies of (1<sup>st</sup> 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 Model form N° 11 for format</i>)</p>
B7	<b>Technical specifications</b>	<p>Provided in tender file.</p>	<p>Initialled on every page and signed and stamp on the last page</p>

### 3. ENVELOPE C- Financial Documents

No	DOCUMENT	SPECIFICATION	AUTHENTICATION
C1	<b>The tender letter</b>	<p>Format to be completed and tender amount inserted.</p>	<p>Signature, date and stamp of bidder. (<i>see Model Form N° 02 for format</i>)</p>
C2	<b>Unit price schedule</b>	<p>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</p>	<p>Initials on every page and signed on last page. All pages must be stamped with enterprise official stamp.</p>
C3	<b>Bill of Quantities and Cost Estimates</b>	<p>Detailed cost estimates of the works.</p>	<p>Initials on every page and signed on last page. All pages must be stamped with enterprise function stamp.</p>
C4	<b>Sub detail of unite prices</b>	<p>Format to be completed showing detail breakdown of prices.</p>	<p>Initials and stamped on every page</p>
C5	<b>Financial capability</b>	<p>Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC</p>	<p>Date and signature of bank Manager in charge.</p>

**Note:**

- Plans provided with tender file should not be submitted.
- The constituent documents of each envelope shall be numbered according to the order of the tender file.
- In case of offers for many lots for same invitation to tender, the bidder shall indicate the rebates he is capable of offering in case of an award for more than one lot.

**ARTICLE 06: SUBMISSION OF BIDS (OFFERS)**

Each offer 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 external sealed envelope containing three (3) envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical document and Envelope C: Financial document. It shall reach the **office of NWA council**, Service in charge of contracts award not later than **25<sup>TH</sup> AUGUST 2020 at 10am** local time. The sealed external envelope shall be free of all identification marks, failing which it shall be rejected.

The sealed external envelope addressed to the Contracting Authority shall bear the following inscriptions:

**NO.010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 OF 29<sup>TH</sup> JULY 2020 FOR THE  
REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION,  
DONGA MANTUNG DIVISION NORTH WEST REGION  
(To be opened only during the bids opening session of the Tenders Board)**

**ARTICLE 07: ADMISSIBILITY OF BIDS:**

Under pain of rejection, administrative documents must be produced in originals or true copies certified by the issuing services of the required administrative documents (*Examples: Taxation Officials, Bank Officials, etc.*) or by Administrative Authorities and must imperatively be produced in accordance with the Special Tender Regulations. They must obligatorily not be older than three (03) months or must not be produced after the signing of the tender file. Double certification shall not be accepted. Any bid that shall not be in conformity with the prescriptions of this notice and tender file shall be declared inadmissible (null and void), especially offers containing a bid bond not issued by a first rate bank approved by the Ministry in charge of Finance.

The bid bond which shall only be released by the Contracting Authority will be released no later than thirty (30) days after the period of bid validity for unsuccessful bidders. For the contractor (bidder to whom the contract is awarded), the bid bond shall be returned to the contractor by the Contracting Authority once the final bond has been provided and the corresponding amount refunded by the Bank upon presentation of the original bid bond.

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 ninety (90) days with effect from their submission deadline.

NB: The contractor shall during site installation, present the originals of the respective certified documents for strict verification of their authenticity.

**ARTICLE 08: OPENING OF BIDS (OFFERS):**

Bids shall be opened by the **NWA council tenders boards** in a single phase on the **25<sup>TH</sup> AUGUST 2020 at 11am** local time in the hall at the **NWA council Premise**. Only bidders or their authorized representatives having a perfect knowledge of the file may attend the bid opening session. Note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic, that is, any bid which shall not comply with the requirements of the tender file shall be rejected.

## **ARTICLE 09: EVALUATION CRITERIA**

They include:-

### **(a) Eliminatory criteria**

Presentation of bids shall be subject to verification for compliance of administrative, technical and financial documents pertaining thereto shall be eliminatory criteria. The following eliminatory criteria fix the minimum conditions to fulfill to be admitted for evaluation of bids according to the essential criteria. The non respect of these criteria shall lead to the rejection of the bidder's bid.

- Offers (bids) submitted after the deadline or time limit;
- Bids submitted in unsealed external envelopes.
- External envelopes with identification marks or inscriptions,
- Absence of a document in the administrative file, and not submitted within 48hrs.
- Administrative documents more than 3months old;
- Absence of original or properly certified administrative document or documents certified more than one time,
- False declaration or forged documents ;
- Absence of bid bond or bid bond not issued directly in bidder's name by a first rate bank approved by the Ministry in charge of Finance

**NB: Bid bond for a group of enterprises must bear the name of mandated enterprise with the names of the other enterprises mentioned as well.**

- Execution period longer than prescribed in the Tender file
- Technical evaluation mark less than 80% (*non-respect of 80% of the essential criteria*);
- Absence of quantified unit price (*omission of a unit price in the financial bid*).

**N.B: All documents shall be originals as requested or certified true copies legalised by competent authorities or by authorities who issued the originals.**

### **(b) Essential criteria**

They are primordial or key modalities in the judgment of the technical and financial capacity of candidates to execute the tasks forming the subject of the invitation to tender. They were determined in relation to the nature and content of the tasks to be executed. Hence in the evaluation of:-

(i) Technical documents, the evaluation shall be binary (YES or NO) on the level of fulfilment of the criteria based on the following distribution of points:

<b>CRITERIA</b>	<b>POINTS</b>
<b>GENERAL PRESENTATION OF THE BIDS</b>	<b>6</b>
<b>EXPERIENCE OF THE COMPANY</b>	<b>9</b>
<b>QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY</b>	<b>9</b>
<b>TECHNICAL EQUIPMENT</b>	<b>5</b>
<b>METHODOLOGY FOR THE EXECUTION OF WORKS</b>	<b>11</b>
<b>TOTAL</b>	<b>40</b>

**NB:**

- Any Bid that shall not obtain 80% evaluation in the technical documents shall simply be rejected.
- Details of these main qualification criteria are specified in the evaluation grid found in the Special Tender Regulations (RPAO).

**-See Model form N° 15 for evaluation grid**

The essential criteria are as in the table below:-

<b>GENERAL PRESENTATION OF THE BIDS</b>	<ul style="list-style-type: none"><li>- Table of content</li><li>- Presentation of all documents in required order</li><li>- Clarity of the documents</li><li>- Availability of colour separators</li><li>- Quality of the binding (<i>spiral binding with transparent fly-leaf on front cover recommended</i>)</li><li>- Special Administrative and Technical Conditions present</li></ul>
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<p align="center"><b>EXPERIENCE OF THE CONTRACTOR</b></p> <p><i>See Model form N° 11 for format</i></p>	<ul style="list-style-type: none"> <li>- List of contracts realised successfully in similar domain in the last 3years</li> <li>- At least ¾ of them in construction domain</li> <li>- Copies (first and last pages) of at least 3 of the contracts (<i>Jobbing Orders</i>)</li> <li>- At least 3 copies of minutes of provisional acceptance present,</li> <li>- At least 2 copies of minutes of final acceptance present</li> </ul> <p><i>That is, Bidder's experience with similar works.</i></p>
<p align="center"><b>QUALITY OF PERSONNEL AND MANAGEMENT OF THE COMPANY</b></p> <p><b>NB-All key personnel must present commitments of availability duly signed &amp; certified by the personnel concerned</b></p> <p><i>See Model forms N° 8 &amp; Form N° 9 for format</i></p>	<ul style="list-style-type: none"> <li>- Company's organizational chart</li> <li>- Project's organizational chart</li> <li>- List of personnel deployed to the project with works Supervisor being at least Senior Civil Engineering Technician with at least 3 years' experience or Civil Engineering Technician experience with at least 5 years' in the field of construction</li> <li>- Foreman being at least BAC F4 (GCE 'A' level Technical) in construction or equivalent with at least 7 years' experience in the domain of construction.</li> <li>- Certified copies of certificate(s) or diplomas of at least the key personnel (Supervisor and Foreman) relevant to the works concerned</li> <li>- Curriculum Vitae (CV) of the above personnel signed and dated by the individuals respectively (<i>see Model form N° 10 for format</i>).</li> <li>- Commitment forms of Supervisor and Foreman (<i>see Model form N° 09 for format</i>).</li> </ul> <p><i>That is, Qualification, skills and professional experience of key personnel relevant to the works.</i></p>
<p align="center"><b>TECHNICAL EQUIPMENT</b></p> <p><b><u>NB-</u> These equipments and tools must be present at the site before and during each phase</b></p> <p><i>See Model form N° 12 for format</i></p>	<ul style="list-style-type: none"> <li>- The list of equipment for the project</li> <li>- List of tools for the project</li> <li>- Proof of ownership or performance invoices that are to be hired.</li> <li>- Description of equipment (giving mark, registration ,etc)</li> <li>- Evidence of normal functioning of equipment</li> <li>- A statement of present location of equipment</li> </ul> <p><i>That is, Compliance with technical specifications of the tender file as well as equipments and tools vital for the execution of the works.</i></p>
<p align="center"><b>METHODOLOGY FOR THE EXECUTION OF WORKS</b></p>	<ul style="list-style-type: none"> <li>- Description of the organization of worksite and methods of execution of works with technical details</li> <li>- The planning (schedule of the execution of works)</li> <li>- Site visit attestation (<i>see Model form N° 13 for format</i>).</li> <li>- Site visit report (<i>see Model form N° 14 for format</i>).</li> <li>- The duration for the execution of the works</li> <li>- Environmental protection</li> <li>- Security measures on site</li> <li>- Appropriate technical specifications</li> </ul> <p><i>That is, Methodological approach and relevance of proposed solutions as well as work planning and schedule.</i></p>

(ii) Financial Offer, it shall consist of going through the bill of quantities in reference to the unit price schedule and the sub detail of unit prices.

**ARTICLE 10: VALIDITY OF OFFERS:**

Bidders shall remain committed to their offers for ninety (90) days from the deadline set for the submission of tenders (offers).

**ARTICLE 11: AWARD OF THE CONTRACT:**

The contract shall be awarded to the lowest bidder who must have fulfilled the administrative, technical and financial requirements.




**ARTICLE 12: COMPLEMENTARY INFORMATION:**

Additional information may be obtained during working hours from the **service for Contract Award** at **NWA council head office.**

**ARTICLE 13: AMENDMENT TO THE INVITATION TO TENDER:**

The Contracting Authority may at any time, amend this invitation to tender. Delays caused by such amendments shall also be considered in the period given to bidders to submit their bids.

NWA, the \_\_\_\_\_

<p><b>Copies :</b></p> <ul style="list-style-type: none"><li>- CHAIRMAN, NWA COUNCIL INTERNAL TENDERS BOARD</li><li>- Divisional delegation of public contracts DONGA MANTUNG</li><li>- ARMP Bamenda (for publication and filing)</li><li>- Sub Divisional Service for contract Award- NWA council</li><li>- CRTV/ NWA community Radio House to facilitate publicity</li><li>- BILL BOARDS</li><li>- CHRONO</li></ul>	<p style="text-align: center;"><b>THE MAYOR OF NWA COUNCIL</b> <b>(Contracting Authority)</b></p>  <p style="text-align: right;">LIT UNI.YAO.I</p>
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## DOCUMENT N° 04

### **THE SPECIAL ADMINISTRATIVE CONDITIONS**

<b>CONTENT OF THE SPECIAL ADMINISTRATIVE CONDITIONS</b>	
<b>CHAPTER I</b>	<b>GENERAL PROVISIONS</b>
Article 1	Purpose of the Invitation to tender
Article 2	Laws and rules applicable
Article 3	Mode of contract award
Article 4	Language applicable to the Invitation to tender
Article 5	Funding
Article 6	Constituent documents of the Invitation to tender
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	Knowledge of the site, general conditions of tasks and residence of the Contractor
Article 12	Consistency of tasks, Time-limits for execution / time-limits for mobilization
<b>CHAPTER II</b>	<b>EXECUTION OF TASKS</b>
Article 13	Obligation of the Contracting Authority
Article 14	Role and responsibility of the entrepreneur (Contractor)
Article 15	Insurance and protection of the site
Article 16	Planning of work and Sub-contracting
Article 17	Construction drawings and documents
Article 18	Equipment and personnel to be put in place
Article 19	Replacement of key personnel
Article 20	Modification to structures and temporal suspension of execution
Article 21	Materials
Article 22	Demolition of faulty structures and unapproved materials
Article 23	Rights and patents
Article 24	Work phases
Article 25	Access to the site
Article 26	Duties of the Project Engineer
Article 27	Project site meetings
Article 28	Project record
Article 29	Putting the site at the disposal of the Contractor

Article 30	Security measures
Article 31	Environmental protection
Article 32	Cleaning of the site
Article 33	Operations required before acceptance
Article 34	Provisional acceptance
Article 35	Period of guarantee
Article 36	Maintenance during the period of guarantee
Article 37	Final acceptance
Article 38	Laws governing labour
<b>CHAPTER III</b>	<b>FINANCIAL CONDITIONS</b>
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Article 40	Price consistency
Article 41	Sub-detailed prices
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Article 43	Payment
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Article 45	Guarantees
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Article 47	Stamp duty and registration
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Article 49	Penalties
<b>CHAPTER IV</b>	<b>FINAL PROVISIONS</b>
Article 50	Risks, reserves and force majeure
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Article 52	Termination of Contract
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Article 56	Information to be posted

## Document N°04

### THE SPECIAL ADMINISTRATIVE CONDITIONS

#### CHAPTER I: GENERAL PROVISIONS

##### Article 1: PURPOSE OF THE INVITATION TO TENDER

The purpose of this invitation to tender is **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

##### 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

The contract shall be awarded following an Open National Invitation to Tender in accordance with Decree N°: 2004/275 of 24<sup>th</sup> September 2004 instituting the Public Contracts Code.

##### Article 4: LANGUAGE(S) TO BE APPLICABLE IN THE JOBBING ORDER

English and/or French shall be the languages applicable in the Jobbing Order arising from this invitation to tender.

##### Article 5: FUNDING

Works referred to in the Invitation to Tender shall be funded through the **2020 Public Investment Budget** under the supervision of the **Ministry of Pubic Works**.

##### Article 6: CONTENT OF THE JOBBING ORDER

It shall be composed of:-

Title I: The Special Administrative Conditions,

Title II: The Special Technical Conditions,

Title III: The Unit Price Schedule and

Title IV: The Detailed Cost Estimates (Contractor's bid) which must bear total without taxes, value added tax (VAT), income tax (AIR), total taxes, total with taxes inclusive (ATI) and net to be payable.

with general reference texts being:-

- Law N° 96/12 of 5<sup>th</sup> August 1996 on the management of environment;
- Decree No.2002/030 of 28<sup>th</sup> January 2002 relating to the setting-up, organisation and functioning of Public Contracts Tenders Boards;
- Order N° 093/CAB/PM of 5<sup>th</sup> November 2002 to fix the amount of the bid bond and the purchase of tender files;
- Decree No.2003/651/PM of 16<sup>th</sup> April 2003 to lay down the tax and customs regime applicable to Public Contracts;
- Circular N° 004/CAB/PM of 30<sup>th</sup> December 2005 relating to the application of the Public Contracts code;
- Order N° 033/CAB/PM of the 13<sup>th</sup> February 2007 bearing the general administrative conditions
- Circular N° 002/CAB/PM of 31<sup>st</sup> January 2011 relative to the amelioration of the performance of Public Contracts system;
- Circular N° 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Order N° 22/CAB/PM of 2<sup>nd</sup> February 2011 to lay down conditions for the recruitment Individual consultants;
- Decree N°2012/074 of 8<sup>th</sup> March 2012 bearing on the creation, organisation and functioning of Tenders Boards modified and completed by Decree N° 2013/271 of 5<sup>th</sup> August 2013.
- Decree N°2012/075 of 8<sup>th</sup>March 2012 bearing the organisation of the Ministry of Public Contracts ;

- Decree N°2012/076 of 8<sup>th</sup> March 2012 modifying and completing certain dispositions of Decree N°2001/048 of 23<sup>rd</sup> February 2001 bearing the organisation and functioning of the Public Contracts Regulatory Agency (ARMP) ;
- Circular letter N°001/CAB/PR of 19<sup>th</sup> June 2012 relative to the award and the control of the execution of public contracts.
- Decree N° 2013/27 of 5<sup>th</sup> August, 2013 modifying and completing certain dispositions of Decree N° 2012/074 of 8<sup>th</sup> March, 2012 bearing on the creation, Organisation and functioning of Tenders Boards.
- Letter N° 0005193/L/PR/MINMAP/CAB of 24<sup>th</sup> October 2013 bearing method of evaluation of financial bids; Total without taxes (THT) & Total all taxes inclusive (TTC).
- Order N° 038 CAB/PM of 15<sup>th</sup> May 2014 putting in force model tender files for the award of public contracts.
- Circular letter N° 00004077/LC/MINMAP/CAB of 23<sup>rd</sup> July 2014 bearing modalities for the constitution of certain files submitted for signature and certain directives and instructing that Contracting Authorities get copies of bids as soon as opening takes place.
- Decree no.2018/366 of 20 June 2018 instituting the public contracts code.
- Circular no.00008349/C/MINFI of 30 December 2019 relating to the execution and control of the budget of the state public administrative establishment, Regional and Local Authorities and other bodies receiving government subsidies.
  - Norms in force in the Republic of Cameroon;
  - Other texts specific to contracting fields.

#### **Article 7: DEFINITIONS OF DUTIES**

For the implementation of the provisions of this invitation to tender:

1. **The Contracting Authority** is **THE MAYOR OF NWA COUNCIL** who shall be the Signatory Authority of the contract arising from this invitation to tender. He shall be responsible for the conservation of the originals of the Jobbing Order and the transmission of copies to ARMP through the focal point designated to that effect.
2. **The Project Owner**, that is, the **Lord Mayor NWA Council** who shall take part in the award and follow-up of the execution of the project in collaboration with the **Project Engineer** and the Control Service at the Divisional Delegation of Public Contracts for DONGA MANTUNG.
3. **The Authorizing Officer**, that is, the **Mayor of NWA Council** who shall address to the Divisional Delegate of Public Contracts for DONGA MANTUNG, periodic reports on the partial payments made, if any. These reports shall present the state of the advancement of works, the financial situation (payment of the deductions) as well as the difficulties met during the execution of works.
4. **The Chief of Service for the contract** that is, the **Council Development Officer of NWA council** who shall in collaboration with the Project Engineer approve the execution program submitted by the Contractor and ensure the technical specifications are respected during the execution and submit in maximum every two weeks, reports to the Contracting Authority through the Project Engineer.
5. **The Project Engineer** is the **Divisional Delegate of Public Works for DONGA MANTUNG** who shall be in charge of approbation of execution documents, supervising and controlling the technical execution of the works. He shall as well ensure he plays his roles spelled out in Article 26 of these Administrative Conditions and prepare documents for payments.
6. **The Control Brigade** shall be that of the Divisional Delegation of Public Contracts for DONGA MANTUNG. It shall carry out routine control of the execution of the specifications of the contract(s) as per its attributions and channel technical advices to the contractor through the Project Engineer and Project Owner. It shall within a maximum of seventy two (72) hours forward to the Contracting Authority a report of each control mission carried out.

## **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 Engineer copying the Contracting Authority. 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 invitation to tender, the contractor "**elects Residence** in the Sub Divisional Headquarters of **NWA sub division**". 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 NWA Sub Division** of execution of the project.

That is, within ten (10) calendar days following notification of the service order, the contractor shall be bound to ensure the foreman who shall have sufficient powers for representation and decision to lead the works is permanent on site. Information on the presence of the foreman on site shall be addressed by letter to the Project Engineer.

## **Article 9: CONTENT OF TASKS TO BE EXECUTED**

The tasks which form the subject of this invitation to tender are spelt out in the Special Technical Conditions.

## **Article 10: NOTIFICATION/SERVICE ORDER AND CORRESPONDENCES**

### Service Order

Exception of Service Orders patterning to warnings and remedial actions during the guarantee period, other service orders shall be signed by the **Contracting Authority** in at least five (05) copies and notified to start works by the **Project Owner** relating to the normal execution period of works. The Project Owner shall transmit copies of the notified **Service Order** to the Contractor, **Contracting Authority**, **Project Engineer** and the **Public Contracts Regulatory Organ** and MINMAP.

**REMARK: The Contracting Authority shall have the right to notify service orders signed by him that are to be notified by the project owner in case this is not done within 30days.**

Within fifteen (15) days following the notification of the administrative service order to commence works, the contractor should obligatorily designate on the approval of the Project engineer the works director, the works foreman endowed with powers of representation and decision to manage the site. Any modification of the technical bid can only take place after a written approval to the Project engineer.

Hence, Service Orders on warning notices will be signed by the Project Owner and transmitted to the contractor with copies to the Contracting Authority and the Project Engineer while those on remedial actions during the guarantee period shall be signed by the Project Engineer with copies addressed to the Contracting Authority and Project Owner. Any of such Service Order shall only take effect when the Contractor acknowledges having received.

### Correspondences

All communication between the any parties (Contracting Authority, Project Owner, Contractor, Contract Engineer, Project Manager, etc) relating to the execution of the contract shall be exclusively by writing. They shall be sent by mail, telegrams, telex, fax, e-mails submitted against acknowledgement of receipt at the appropriate addresses indicated by the parties to this effect. It shall hence be prohibited any communication between the contracting authority and the contractor relating to the execution of the work which is not confirmed in writing

The contractor will address all written notifications or correspondences to the Project Engineer with copies addressed to the Contracting Authority and Project Owner/Authorizing Officer.

**NB:-**The contractor has ten (10) days within which to give observations on all 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 TASKS AND RESIDENCE OF THE CONTRACTOR**

The contractor (entrepreneur) in order to make concrete performance proposals shall be expected to have at his expense visited and acquainted himself with the project site, the effective tasks to be accomplished and the surroundings so as to have adequate knowledge of all its features, the nature of tasks 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 tasks and in particular the specific needs.
- The proper physical conditions of the project 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 within fifteen (15) days from the date of notification of the service order to start execution 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 done in the office of the **Mayor of NWA council NWA 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 shall 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.

**Field inspection of the installations of preliminary works like the information to be posted on site, fencing of the site, etc and installation of the contractor with his/her personnel shall within fifteen (15) days from the date of notification of the service order to start execution be carried out by Commission comprising of:**

- The Project Owner----- Chairperson
- Rep of DD/ MINPAT for Donga Mantung-----Member
- The Project (Contract) Engineer----- Secretary
- The Project Manager (CDO NWA council) ----- Member
- A Staff of the Control Brigade, DD MINMAP ----- Observer
- The Contractor ----- Member

**Remark:** *-An installation report shall be prepared by the Project Engineer on the site and signed by all commission members on site as well.*

*-If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000<sup>th</sup> the cost of the contract (ATI).*

*-In no circumstance shall the cost of installation be more than 10% the cost of the initial contract.*

*-In no circumstance shall the installation material paid for site installation be taken away by the Contractor at the end of execution. The installation material shall become the property of the Beneficiary Administration because the material has been paid for in the cost estimate contain the contract.*

## **CHAPTER II: EXECUTION OF THE TASKS**

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

The tasks that form the subject of the present invitation to tender consist of all works foreseen in the bill of quantities estimated for **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION ..**

Time-limits for execution covers:

- Transfer of networks and traffic maintenance.
- Supply of materials;
- Realization of the different tasks;

Under no circumstances shall the duration for execution exceed **four (04) months** except in the situation of Force Majeure. Since a contract whose execution duration is maximum one (01) year can not undergo price revision, price revision shall not be tolerated during the execution of this project.

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

### **Article 13: OBLIGATION OF THE CONTRACTING AUTHORITY**

The Contracting Authority (CA) shall take all necessary measures to facilitate the execution by ensuring that the contractor submit two (02) original copies of the registered contract and three (05) photocopies of the registered contract within a maximum duration of thirty seven (37) days as from the date of notification of the contract otherwise he/she (the contractor) will be sanctioned. The copies will be distributed as follow:-

- One original copy/ one photocopy to the office of the Contracting Authority
- One original copy/ one photocopy to the Project Engineer
- One photocopy to the office of the Regulatory Organ (*copy to be given to the CA*)
- One photocopy to the office of the Control Brigade
- One photocopy to the office of the Chief of Contracts Award (*copy to be given to the CA*)

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

The contractor shall provide to the Contracting Authority two (02) original copies of the registered contract and three (03) photocopies of the registered contract to be distributed as stipulated in Article 13 above and submit a copy each of an original copy to the Project Engineer and Project Owner. The contractor has as mission to assure the execution of tasks 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 tasks. Tasks 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.

Hence:

\*He shall within the thirty(30) days from date of notification of the service order to start work, submit to the Chief of Service of the Contract for approval an execution program otherwise he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI) for every calendar day of lateness. These penalties shall equally be applied in case of delays after the deadline attributed for corrections to be made on the execution program. As well, these penalties shall be applied on any stakeholder who delays the process of



- approving the execution program submitted or who carries out abusive rejects of the execution program; in no circumstance shall the execution program be rejected more than two (02) times.
- \*He shall fulfil his fiscal duties to the staff deployed for the execution of the tasks and shall put in place an installation and 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 shall be held fully responsible for accidents and damages of all nature that may occur to his staff, third parties, agents of the Project engineer, his material for the realization of the contract arising from this present invitation to tender, during the execution of the tasks;
  - \*He has the obligation to put back to its original state the surrounding environment damaged during the execution of the project;

**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 site Foreman at 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.

**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 contract before the start of execution of works, the contractor shall present to the Chief of Service for the Contract for approval and reporting to the Contracting Authority an attestation from an insurance company attesting to the full payment of premiums and contributions relating to this invitation to tender otherwise all execution activities will be suspended without suspending the execution deadline. After two months from the date of notification of the contract the Contractor has not complied, 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 sites and affecting the populations.

Ten-year guarantee

It shall be managed by the Civil Code.

**Article 16: PLANNING OF WORKS AND SUB-CONTRACTING**

Within ten days from the date of notification of the service order to begin works, the contractor shall submit to the Project Engineer the program of works (planning) in five copies for approval. The contractor shall constantly update the planning of works, considering the 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 execution of part of the contract to one or several sub-contractors provided he mentioned it clearly in his bids in terms of qualifications, references of the Sub Contractor envisaged and percentage of the initial contract amount and its additional clauses to be sub contracted. All subcontracting to a third party for the execution of a part of the works foreseen in the contract arising from this invitation to tender shall be subordinated to the prior authorization of the Contracting Authority at a maximum of 30% of the initial contract amount and its additional clauses. This authorization shall not free the contractor from any of his contractual obligations. The contractor shall see to it that the sub-contractor is in order with Cameroon's Administration. Sub-contractors shall fulfil the same conditions as the main contractor. Non-compliance with the above provisions shall give rise to termination of the contract. Sub-contractors shall fulfil the same technical and financial conditions with the contractor. They shall execute the works under the sole and full responsibility of the main contractor

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

***Remark: Penalties of 1/5000<sup>th</sup> the initial contract amount shall be applied on any stakeholder who delays from seven (07) days and above the process required to validate the subcontracting.***

#### **Article 17: CONSTRUCTION DRAWINGS AND DOCUMENTS**

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

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

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

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

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

#### **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 invitation to tender 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 KEY PERSONNEL**

The Chief of Service of the Contract shall in collaboration with the Project Engineer verify and be sure that the key personnel (supervisory staff) on the execution site are those mentioned in the bids of the contractor and in case of replacement, the qualities of the personnel proposed shall at least be equal to that of the staff replaced in terms of qualification, experience and competence otherwise such replacement shall attract penalties of 1/5000<sup>th</sup> the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The unit price of the new personnel shall be more by 25% that of the initial price. However, in case of any accident or illness, the contractor shall immediately replace the personnel in question without delay and inform the Project Engineer, Project Owner and Contracting Authority through the Chief of Service of the contract. The charges emanating from such replacement shall be born by the contractor and shall not interrupt execution. Hence, the above penalties shall not apply for situations of **force majeure** such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.

**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 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 contract.

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

**Article 22: DEMOLITION OF FAULTY STRUCTURES AND UNAPPROVED MATERIALS**

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

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

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

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

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

#### **Article 26: DUTIES OF THE PROJECT ENGINEER**

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

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

The Project Engineer shall have the following duties:

- Ensure in collaboration with the Chief of Service of the contract, the approbation of execution documents within seven (07) days otherwise Administrative Sanctions as per the regulations in force shall be applied on him;
- Controlling works on the site to ensure that they are advancing in accordance with the agreed schedule of execution;
- Controlling and approving execution plans, drawings and designs;
- Cross-checking and approving the implantation of works, as each implantation shall be subject to an approval report signed by the Contracting Authority and the contractor;
- Controlling and approving origin of materials and compliance with the terms and conditions of the contract;
- Making a daily statement on works and supplies presented by the contractor;
- Controlling the detailed accounts and provisional monthly statements on works submitted by the contractor;
- Proposing solutions or specifications about works underway to the foreman or contractor;
- Making proposals for preparation of provisional or final acceptance to the Contracting Authority at the request of the contractor;

#### **Article 27: PROJECT SITE MEETINGS**

Project site meetings shall hold on regular basis at the initiative of the Project Engineer. Since it shall be a works contract, project site meeting shall take place every week during which the report of each meeting shall be signed on the site by the participants who shall each have right to a copy. A copy of the report shall be forwarded to the Project Owner for appraisal and intervention on points not resolved, susceptible to perturbate the smooth running of the operations. The contractor shall be bound to attend these meetings. Refusal to transmit the report shall attract penalties of 1/5000<sup>th</sup> per report, the cost of the contract of the Project Engineer as the case may be.

#### **Article 28: SITE RECORD**

A project record shall be kept by the contractor and put at the disposal of the Project Engineer or contractor's representative.

On a daily basis, entering in this record it shall include the following details:

- Administrative procedures relating to the execution and settlement of the contract (notifications, trial results, daily statements);
- Weather conditions;

- Receipts of materials and authorizations of all sorts;
- Incidents or details of all sorts having some interest with regard to the future handling of the structures or the actual duration of works;
- Works done during the day, the personnel and material used;
- Works progress;
- Required prescriptions;
- Detailed quantities of works;
- Works done by sub-contractors;
- Non-compliances;
- Official visits.

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

This record shall be countersigned by the Project Engineer and the foreman following each visit to the site, and visaed after each project meetings. For any claim that the contractor may make, only events or documents mentioned in due time in the project record shall be taken into consideration. Any refusal to present, or any attempt to destroy all or part of this journal or to forge it, 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 office approved by the Project Engineer 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 project Engineer

**Article 31: ENVIRONMENTAL PROTECTION**

The contractor shall be bound to comply with instruments governing environmental protection in the Republic of Cameroon and notably Framework Law No. 096/12 of 05 August 1996 on 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 within thirty (30) days as from the date of acceptance, that is, before signing the payment documents (“décompte”) or latest before approval of the general and final statement of works.

**Article 33: OPERATIONS REQUIRED BEFORE ACCEPTANCE**

The Contractor shall request in writing to the Project Engineer, the organization of a technical visit (*pre-technical acceptance*) before technical acceptance. The visit shall include, among others, the following operations:

- Controlling the quality and quantity of the structures constructed;
- Carrying out trials provided for by the Special technical conditions;

- Recording the possible non-execution of works provided for under the contract;
- Recording the folding up of the installations and cleaning of the project site;
- Recording the completion of works;
- Recording the quantities of works actually executed.

During this pre-technical acceptance, the Project Engineer may identify reserves and recommend tasks to be accomplished before the date of technical acceptance. The Contractor shall request for technical acceptance by writing to the Project Engineer with copy to the Contracting Authority. The agreed date shall be communicated to the other technical committee members. The commission for technical acceptance shall be composed of:-

- The Representative of the Project Owner ----- Chairperson
- The Project Engineer ..... Secretary
- The Project Manager (CDO NWA council) ..... Member
- The Contractor ..... Member

**Remark:** *The technical acceptance report shall be prepared by the Project Engineer on the site and signed by all commission members on site as well. Technical acceptance shall mark the end of execution of works. Hence, if the Contractor was already within the penalty zone, counts of calendar days overrun shall stop on the day of technical acceptance. In case of delay of technical acceptance caused by one or more members of the commission, the date that was agreed upon and communicated to all members shall mark the end of counts of calendar days overrun.*

**Article 34: ACCEPTANCE (Provisional acceptance)**

After technical acceptance, the Contractor shall request for acceptance by writing to the Project Owner with copies to Project Engineer and Contracting Authority. It shall be recommended to the Project Owner by the Project Engineer and the date for it shall be agreed upon based on confirmation from the Contractor. The Project Owner shall then invite members of acceptance committee made up of:

- The Project Owner or Representative----- Chairperson
- The Rep of SDO for Donga Mantung..... Member
- The Project Engineer..... Secretary
- The Project Manager (CDO NWA council) ..... Member
- The Representative of DD MINMAP ..... Observer
- The Contractor..... Member

During acceptance, the committee shall examine the reports of the pre-technical and technical acceptances and carry on the acceptance if appropriate. The Secretary of the committee shall draw up a report which may declare either of the following:

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

**Remark:** *A reception report shall be prepared by the Project Engineer on the site and signed by all commission members on site as well.*

**Article 35: PERIOD OF GUARANTEE**

This period shall last for twelve (12) months as from the date of provisional acceptance. The period of guarantee concerns works relating to the structure and exhaust equipment that may be installed.

**Article 36: MAINTENANCE DURING THE PERIOD OF GUARANTEE**

During the period of guarantee, the Contractor shall carry out periodic visits (*maximum every three months*) and carry out at his expense repairs in due time of any disorder that may occur as a result of defects in the structure. Hence, 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 from date of information carry out the repairs identified by the Project Engineer and/or Project Owner. 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 made up the same personalities as in case for provisional acceptance

During final acceptance, the Secretary of the committee shall draw up a report which may declare either of the following:

- Refusal of acceptance of works because of reserves identified;
- Acceptance of works without reserve.
- In case of refusal, a time limit shall be given by the committee, during which the contractor shall accomplish the reserves and request the Project Engineer to off-lift of the reserves for a new acceptance to be carried out.

***Remark: An acceptance report shall be prepared by the Project engineer on the site and signed by all the members on site as well.***

**Article 38: LAWS GOVERNING LABOUR**

The contractor shall abide by the laws governing labour in the Republic of Cameroon and as well in its own organization in the implementation of the contract. As far as possible, he shall give pride of place to Cameroonians during recruitments. If in Cameroon, these laws, regulations, administrative and fiscal obligations in force are changed after the signature of the contract, the eventual costs will be borne by the contracting parties.

**CHAPTER III- FINANCIAL CONDITIONS**

**Article 39: AMOUNT OF THE CONTRACT**

The amount of the contract (.....*Francs CFA, ATI*) shall be stated in the detailed cost estimates, on the flyleaf and on the signature page. The detail cost estimate shall include total without taxes, Value Added Tax (VAT), Income tax (AIR), total taxes, total with taxes inclusive (ATI) and net payable.

**Article 40: PRICE CONSISTENCY**

The Contractor's prices stated on the unit price schedule 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 the contract arising from this invitation to tender;
- Prospecting for sources of materials, extraction, storing , drainage of deposits;
- Measures aimed at reducing direct environmental impacts;
- Maintenance of structures during the period of guarantee;
- Insurance including civil liability;
- Insurance charges for the project;
- Financial charges and overheads for the project;
- Remuneration for profit and unknown factors.

Prices 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 extra bill shall be accepted on additional works executed by the contractor unless a Service Order issued.

Unit prices of the Price Schedule shall be applied if the additional works are accepted. 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 schedule or the detailed estimates of the contract.

#### **Article 43: PAYMENT**

Within the meaning of the security regime laid down by decree No. 2018/366 of 20 JUNE 2018, the following definitions of duties shall apply:

- (a) The Contracting Authority shall make sure all taxes appear on the contract and are deducted in the payment documents (“decompte”);
- (b) The **Project owner** shall visa the payment documents before any payment can be effected;
- (c) The **council Treasurer** for NWA Sub Division shall be in charge of payments;
- (d) Security shall be subject to the rules governing public contracts and
- (e) Payments shall be done by bank transfer.



- (f) The contractor may obtain periodic payments on account. This periodic payments may be spread out during the term of the contract in several periodic installments
- (g) Each payment on account shall include a part corresponding to building materials bought for the execution of the works and are on site. The amount for these materials is obtained by taking into account the prices from the sub-details. Materials having been the subject of payment on account cannot be taken away from the site without a written authorization of the Project Owner or the Project Engineer.

In respect of the above:-

\* Mode of payment of works executed

In view of the application of the law on collateral prescribed in the Decree N° 2004/275 of 24 September 2004, the contractor shall be paid through accounts drawn up by applying the prices on the unit price schedule for tasks actually accomplished. In order to realize this:-

- The Project Engineer and the Contractor shall periodically draw a joint statement summarizing and setting the quantities achieved and record for each heading. Works executed by the contractor and entered into the job cost sheet give entitlement to payment on account (bill) may give right to payment;
- Not later than the fifth (5th) of the month following the month when the work was carried out, the contractor shall furnish to the Project Engineer seven (07) copies of three draft (03) provisional monthly accounts;
- 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 which shall be the summary of the periodic statements of account shall be submitted by the contractor for verification and approval by the Project Engineer and 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;
- At the end of the period of guarantee, the Project Engineer shall draw up the general and final account which shall be countersigned by the contractor and the Contracting Authority. The guide on how this account shall be established shall be provided by the Contracting Authority who shall depend on how the Contractor respected his commitments during the guarantee period;
- The signing of the general and final account without reserve by the contractor shall definitely bind the parties and put an end to the contract, except for issues concerning default interests;
- Default interests shall be paid by statement of the amounts owed;
- The currency of the tender and payment shall be the CFA Franc.
- The bill of taxes will be paid into the state coffers. Only amount without taxes will be paid to the contractor in such a way that 98.9% shall be paid in the account of the contractor and 1.1% shall be paid in the public treasury.
- Upon presentation of an account drawn up by the contractor in seven (07) copies including the stamped original copy, the Project Engineer shall after verification finalize and transmit to the Chief of Service for the contract (**CDO NWA council**) who in turn shall verify and sign as a means to order for payment and transmit to the Authorizing Officer/ project owner. The **Project owner** after verification and concluded good for payment shall affix a **VISA** and transmit to the **NWA council treasurer** who shall commit the State of Cameroon for payment to be carried out as defined in the contract in respect to the information on the credit card;

Each request for payment shall include the following documents:

- Seven copies of the final account mentioned above;
- Seven copies of signed Statements of work done;
- Acceptance report signed by all the members of the acceptance committee;
- Report of execution of work (“attachment”) signed by the Project Engineer and bearing the visa of the authorising officer ;

- A copy of the following documents making up the tax file certified by the relevant Authorities and dated less than three (03) months:
  - An attestation of non-indebtedness;
  - A location plan
  - An attestation of localisation;
  - A Taxpayer's card;
  - A Business licence;
  - A clearance attesting to the payment of taxes;
  - An attestation of solvency (non-bankruptcy), also called certificates of incorporation;
  - A Clearance Certificates issued by the National Social Insurance Fund ("CNPS").
  - An attestation of Bank account;

**REMARK:** Payment on account may be spread over the duration of the execution of the jobbing order according to technical execution phases as defined in the jobbing order. 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 5<sup>th</sup> of the every month following the works executed transmit seven (7) 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 MINTP and MINFI.

\* Venue of payment of works executed

It shall be carried out by the **NWA council treasury**.

**Article 44: START-OFF ADVANCE**

The Contractor may through a simple request without any justification addressed to the Project Owner with copy addressed to the Contracting Authority obtain a so-called "start-off" advance or advance "for purchase of building materials". The Start-Off Advance or payment of the start-off advance shall be at most 20% the initial contract price (*i.e. all taxes inclusive*) but the advance must be guaranteed at 100% by a Bank recognized by Cameroon Ministry in charge of Finance or a First Rate financial institution. This advance may be released after the notification of the Service order to start the work. It's reimbursed by deduction done at 50% on each payment on the account ("décompte") made to the contract holder during execution as from when works must have been executed more than 40% of the contract and must be totally reimbursed not later than when the execution of the contract must have reached 80%, i.e. when the value of the basic price of the goods & services rendered shall have reached 80% of the contract price. Following of the rate of reimbursement of the advance, the Contracting authority shall authorize the payment of the corresponding part of the contract upon written request. Whatever be the case, the reimbursement must be completed one (01) month before the date of expiration of the contractual period. As the start-off advance is refunded, the Contracting Authority shall release the corresponding bid bond if the contractor requests it.

**Article 45: GUARANTEES**

Any Structure having issued a guarantee to a Contractor must undertake to pay on the order of the Contracting Authority, the amount corresponding to the guarantee in case of default on the side of the Contractor.

**a) Final bond**

The final bond (*final surety*) of the contract referred to as security in guarantee for complete execution shall be provided within twenty (20) days as from the date of notification of the contract and in any case before the first payment and/or before the expiry of the bid bond. It shall be addressed to the Contracting Authority who shall then act as the Beneficiary, reason why he shall be one to keep it. The amount of the final bond shall be 2% of the value of the initial contract, all taxes inclusive (ATI). The bid bond shall only

be returned to the contractor by the Contracting Authority once the final bond has been provided. The Bank that issued shall refund corresponding amount upon presentation of the original bid bond by the Contractor.

**Remarks:**

- *The final bond may be replaced by a bond (bank guarantee) issued by a first-rank banking institution approved by the Ministry in charge of Finance.*
- *As concern Small and Medium Enterprises constituted of National Capital and managed by Nationals, the final bond may be replaced by a Statutory Lien bond (bank guarantee) issued by a first-rank banking institution approved by the Ministry in charge of Finance.*
- *The final bond shall be released upon written request of the contractor after completion of works proven by technical acceptance minutes duly signed by all the members of its committee.*
- *The final bond shall be addressed to the Contracting Authority who shall then act as the Beneficiary.*
- *In case where the Contractor does not provide the final bond within the twenty (20) days, he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI)*

**b) Retention Bond**

The retention bond (*Performance bond*) of the contract referred to as security in guarantee for proper execution shall be the sum deducted (blocked up) from the amount on account during each payment made to the Contractor. After provisional acceptance, the guarantee period of this project shall be **one year** during which the Contractor shall be expected to carry out period visits every three months to carry out corrections of imperfections or defects. The amount of the retention bond shall be 10% of the value of the initial contract (all taxes inclusive), increased if need may be, by the value of the additional clauses.

**Remarks:**

- *The retention bond may be replaced by a bank guarantee issued by a first-rank banking institution approved by the Ministry in charge of Finance.*
- *The retention bond shall only be refunded to the Contractor upon a Release Order issued by the Contracting Authority after fulfilment of the contractual obligations by the Contractor proven by final acceptance minutes duly signed by all the members of its committee. The Release Order must be issued within thirty (30) days from expiration of the guarantee deadline or where the contract has no such deadline, following the final acceptance of works otherwise if there is no notification from the Contracting Authority to the Contractor for having not honoured his obligations, the Competent Structure shall undertake to refund the guarantee or release the bond upon a simple request from the Contractor. In the case of notification, the end of the commitment of the bond shall only be put into effect by a Release Order issued by the Contracting Authority. After the expiry of the deadline, the bond shall cease from having any effect even in the absence of the release.*
- *If for any reason, the Contractor refuses to carry out corrections of imperfections or defects during the period of guarantee, the Contracting Authority, Project Owner and the Project Engineer shall have the right to carry out the corrections using any other contractor who shall be paid using the amount retained for the retention bond at the expense of the main by virtue of the contract.*

**Article 46: PRICE REVISION**

In respect to the maximum works execution deadline of three months defined in the tender, the prices shall be concluded firm and so shall be final and unchangeable. As well the contract arising from this tender shall not be subject to price revision.

Note should be taken that the contract amount that shall arise from this tender shall be lump sum. Hence, possible differences noticed for each type of structure or each element of the structure between the quantities in the cost estimates and the quantities effectively executed shall not lead to the modification of the said contract amount. This applies to errors that the cost estimates may include. The contract shall be paid on the basis of approved plans by the contracting parties.

## **Article 47: STAMP DUTY AND REGISTRATION**

Seven (7) original copies of each constituent document of the contract arising from this invitation to tender shall be stamped and registered by 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 by the Contracting Authority.

## **Article 48: TAX AND CUSTOMS REGIME**

In respect to Decree N° 2003/651/PM of 16 April 2003 that defined modalities for the implementation of the tax and customs systems to Public Contracts taxes that shall be concerned with the contract arising from this invitation to tender shall be subject to the laws in force in the Republic of Cameroon.

## **Article 49: PENALTIES**

(a) **Penalties for lateness:** In case of failure by the contractor to complete the work within the contractual time-limits, he shall be subject to the following penalties:

- 1/2000<sup>th</sup> of the amount of the contract per calendar day overrun, from the 1<sup>st</sup> to the 30<sup>th</sup> day;
- 1/1000<sup>th</sup> of the amount of the contract per calendar day, beyond the 30<sup>th</sup> 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.

(b) **Specific penalties:** Apart from penalties of overrun of the contractual time-limits, the Contractor shall be liable to the following particular penalties for the non-respect of the terms of the contract notably:-

- **The late provision of the final bond:** In case where the Contractor does not provide the final bond within the twenty (20) days from date of notification of the contract, he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI) for every calendar day of lateness;
- **The late provision of the insurance policy:** If after fifteen (15) days from the notification of the contract the contractor has not provided an insurance policy covering all risk on site, all execution activities shall be suspended without suspending the execution deadline. Hence penalties arising from failure to complete the work within the contractual time-limits shall be paid. After two months from the date of notification of the contract the Contractor has not complied, the contract may be terminated;
- **The late provision of the execution program:** In case where the Contractor does not provide the execution program within the thirty(30) days from date of notification of the service order to start work, he shall pay penalties amounting up to 1/5000<sup>th</sup> of the contract amount (ATI) for every calendar day of lateness. As well, these penalties shall be applied on any stakeholder who delays the process of approving the execution program submitted or who carries out abusive rejects of the execution program;
- **The late request for site installation:** If within fifteen (15) days from the date of notification of the service order to start execution site installation is not carried out, the Contractor shall pay penalties of 1/5000<sup>th</sup> the cost of the contract (ATI) for every calendar day of lateness.
- **The replacement of Key Personnel:** If in replacement of key personnel, the qualities of the personnel proposed are less than that of the personnel replaced in terms of qualification, experience and competence, such replacement shall attract penalties of 1/5000<sup>th</sup> the cost of the contract (ATI) independently of the procedure for validation of the new personnel. The above penalties shall not apply for situations of **force majeure** such as incapacitation of personnel due to accident and death of personnel or in a situation duly recognized by the procedure spelled out in Article 50 of these Administrative Conditions.
- **Absence of Project Site Log Book:** It shall attract penalties of 1/5000<sup>th</sup> the cost of the contract (ATI) of the main Contractor and that of the Chief of Service of the Contract as the case be of complicity.

**Remark: The total of penalties shall not be more than 10% the amount of the contract in concerned otherwise the contract will be terminated.**

## **CHAPTER IV: FINAL PROVISIONS**

### **Article 50: RISKS, RESERVES AND FORCE MAJEURE**

The Contractor may during execution be subjected to risk(s) which can give rise to reserves that need to be recognized by the Project Engineer.

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 with copies forwarded to Project Owner and Contracting Authority of his intention of how the effect(s) on execution arising from the Force Majeure should be treated. This shall be done before the end of the 20<sup>th</sup> day following the event. The Project Engineer shall visit the site of the Force Majeure, carry out his own evaluation of its gravity basing as well on the evidence given by the contractor and decide on the nature of force majeure and if he considers that the Contractor's preoccupation(s) should be taken into account:-

- (a) He the Project Engineer shall forward to the Project Owner a succinct report bearing his appraisal and suggestion(s);
- (b) The Project Owner shall cross examine the report of the Project Engineer through discrete investigations and decide on the way forward. In case where the Contractor solicited for suspension of execution or prolongation of the execution duration and that the Project Owner validates the suggestion(s) of the Project Engineer, he shall forward his suggestion(s) in a report to the Contracting Authority.
- (c) The Contracting Authority shall equally carry out an appraisal of the report through discrete investigations and take a final decision on the final way forward.

### **Article 51: SETTLEMENT OF DISPUTES**

Any dispute arising between the parties shall first of all be subject to an attempt through direct amicable settlement. In the absence of an amicable settlement, any dispute relating to this invitation to tender shall be carried before the Cameroonian court of competent jurisdiction.

### **Article 52: TERMINATION OF CONTRACT**

The contract may be terminated as per article 181 of decree No.2018/366 of 20 JUNE 2018S 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 53: SPECIAL COMMERCIAL CHARGES**

The contractor shall declare that the 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 the 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 54: INTERNATIONAL TRANSPORTS**

In case where the execution of the 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 55: VALIDITY AND ENTRY INTO FORCE OF THE CONTRACT**

The contract arising from this invitation to tender shall become valid only after it must have been read and approved by the Contractor, visaed by the NWA Council Treasurer, DONGA MANTUNG and signed by the Contracting Authority. Its execution shall enter into force upon notification of the Contractor by the Contracting Authority.

**Article 56: 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:

**REPUBLIC OF CAMEROON**  
**Peace - Work – Fatherland**

**THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN  
NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

**PROJECT OWNER: THE LORD MAYOR NWA COUNCIL**

**CONTRACTING AUTHORITY: THE MAYOR OF NWA COUNCIL**

**AUTHORISING OFFICER: THE MAYOR OF NWA COUNCIL**

**CHIEF OF SERVICE OF THE CONTRACT: COUNCIL DEVELOPMENT  
OFFICER NWA COUNCIL**

**PROJECT ENGINEER: THE DIVISIONAL DELEGATE OF PUBLIC WORKS  
FOR DONGA MANTUNG**

**CONTRACTOR... ..**

**FINANCING: 2020 BIP MINTP BUDGET**

**DURATION OF CONTRACT: 120 CALENDAR DAYS (04 MONTHS)**

## DOCUMENT N° 05

# THE SPECIAL TECHNICAL CONDITIONS

### TECHNICAL SPECIFICATIONS FOR EXECUTION

This technical description of estimates is intended to define the content of **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**. It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Jobbing Order.

#### **Description of tasks**

The main tasks to be carried out shall be the following:

LOT: 100	INSTALLATIONS
LOT: 200	EARTHWORKS - ROAD SURFACING
LOT: 300	DRAINAGE WORKS
LOT: 400	EQUIPMENT

#### **Reference documents**

In the study and execution of the Jobbing Order, the successful bidder shall comply with the following:

- Statutory and regulatory instruments (laws, ordinances, decrees, orders)
- Unified technical documents (requirements, special conditions, designing rules)
- French norms approved by ARNOR
- Security rules and norms relating to public protection
- Agreements, technical opinion and recommendations of the CSTB applicable to works relating to this invitation to tender in force on the date of signature of this Jobbing Order.

To carry out the general control of works, the Project Engineer and the other administrations involved in the follow-up of the project may make regular or unexpected visits to the site.

The description of estimates is intended to spell out the technical requirements for a proper execution of the construction works.

The Contractor shall strictly comply with the description of estimates in keeping with rules and norms prescribed in the DTU, the ARNOR norm.

Hence for: -

#### **1) STRUCTURE AND EXECUTION PLANS:**

It is the duty of the Contractor to realize the structures as per the execution plans that shall be approved by the Project Engineer and sample models of equipments and furniture provided by the project owner.

#### **2) PRELIMINARY WORKS:**

The Contractor shall obtain all the documents necessary for the realization of this Jobbing Order from the competent services concerned. He shall also make contacts with the water, electricity and telephone network authorities in case their network shall be tampered with.

#### **3) INSPECTION OF WORKSITE INSTALLATIONS:**

Through the Project Engineer, the Contractor shall furnish the owner of the project within the shortest possible time with an installation plan showing clearly how he intends to run the work site. A fence in local materials enclosing the whole work site to avoid trespassing and site sign board bearing information recommended to be posted shall be in place during this inspection mission. To install, the contractor with his/her personnel shall be installed on the site by a Commission comprising of:

- The Project Owner----- Chairperson
- The Project (Contract) Engineer----- Secretary
- A Rep of, DD MINMAP DONGA MANTUNG -----Observer
- A Rep of, DD MINEPAT DONGA MANTUNG ----- Member
- The Contractor ----- Member

**Remark:** *A report on the site installation shall be prepared by the Secretary on the site and signed by all the members on the site.*

**4) PROTECTION OF STRUCTURES AND MATERIALS:**

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 incidence.

**5) PRECAUTION AGAINST ACCIDENTS:**

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.

**6) ERRORS AND OMISSIONS IN THE DOCUMENTS:**

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 project team shall be contacted for examination, elaboration and conclusion.  
to do in case of fire shall be posted in the corridor.

**MODE OF EXECUTION OF WORKS**

**1 – GENERALITIES:** It shall be the duty of the contractor to realise the works as per the execution plans that shall be provided by the project owner and detailed/approved by the contract Engineer.

Through the Contract Engineer, the contractor shall furnish the owner of the project within the shortest possible time with an installation plan showing clearly how he intends to run the work site. 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, fire and such 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.

The contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The contractor shall check in-situ the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Contract Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Contract Engineer of any changes that he considers necessary. 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. The denominations used in the present PTSN/CCTP are as follow:

- The Contracting Authority: MAYOR NWA COUNCIL.
- The Authorizing Officer: the Mayor NWA. COUNCIL
- The contract engineer: The Divisional Delegate of Public Work Donga-Mantung

**2- DESCRIPTION OF WORKS**

2.1 -Site installation: These works comprise notably:

- The renting of the lands, if they are not put at the disposal of the Contractor by the administration,
- The realization of tracks, access paths and the platforms of site facilities (the areas of storage of the materials and parking of equipment and vehicles),
- The arrangement of a small barrack for the road site,
- The means of communication: telephone
- All other arrangements for the good functioning of the site,
- Bringing -in and the folding up of all necessary equipment of the site,
- The dismantling and the folding of facilities,
- Their possible displacement of networks like CAMWATER,



- The realization and the maintenance of the areas of installation and execution of the yard,
- The physical identification of the adjacent or transverse networks on the road itinerary,
- The setting up of means to insure the security of the staff and users, in particular the signalisation of the site,
- The setting up of means to insure the free access of the residents on foot or with vehicle,
- The realization of the necessary possible deviations,
- The restoration of the places after execution of works.

**2.2- Bush clearing:** Works consist of the maintenance of the surroundings and possibly the recovering of their geometric features (shoulders, ditches and slopes):

- Bush clearing, trimming of branches, felling of trees,
- Bush clearing and cleaning the ditches, the outlets and the transversal crossings, including the evacuation foreign objects, possible scraping of the shoulders.

**2.3 Drainage and structures:** Works here will concern:

- Current maintenance and cleaning
- The construction of new small drainage structures
- Laying of culverts and construction of culvert heads.
- Construction of bridges

**2.4 Signalisation, Security, Others:** The Contractor shall provide and install indispensable temporary signalisation in respect to the security of the users and the site staff. They will foresee to install all the necessary systems of security and to the respect of speed by the users. The vertical signalisation to be put in place in the case of this project will be compliant to the norms in force in Cameroon.

**2.5 Geometric characteristics:** In a general way, the road plan view and the longitudinal profile of the road segments under construction shall not be modified, except in case of a precise indication.

**2.6 Tests:** The materials, products and components of construction must be compliant to the stipulations of the prescriptions of ratified AFNOR, the applicable norms being those in force in Cameroon.

**2.7 Study tests:** The Contractor shall do all research and necessary laboratory tests to verify the conformity of the materials, to determine the composition and mix of concretes, the treatments and the different elements brought in, that respond to the criteria of use of the various materials and the required technical stipulations. He shall do all the formulation and suitability tests on the composite materials used on the site. After having done all necessary verifications, the contract engineer shall then give his accord in writing or will be able to prescribe a new research or the complementary tests. The non-exhaustive list of the reception tests on materials is as follows:

**2.7.1 Control tests of laying in place of materials:** The Contractor shall carry out verifications in accordance with the limit rates foreseen further in this PTSN/CCTP.

The measure of the in-situ density shall essentially be done through the membrane densitometer. The control of the laying in place of the concrete will be done through the measure of the slump on Abrams cone and by the measure of the resistance to simple compression on 7 days and on 28 days.

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

**2.7.2 Bringing-in of equipment and machines:** The Contractor shall take all necessary steps to insure the delivery of the facilities and the equipment or machine. Import shall be done in compatible delays with the planning of works, and that all arrangements are taken for their fast deployment on site. This requirement applies in particular to earthwork equipment crushing machines, and those of transportation. The Contractor is expected to pay particular attention to the following:

- Deployment of equipment on the site and folding up of the site, especially those to be transported by taller trucks.
- The use of other roads worked by another contractor.

**2.7.3 Site supplies (materials)**

**Local materials:** The Contractor shall select and visit all local sources of materials and will make the necessary arrangements for their purchase/acquisition and their transportation to the work site.

**Materials imported:** The Contractor shall place the orders to suppliers for the materials to be imported, sufficiently in advance to permit their manufacture, transportation and delivery in time on the site, so that they can be used as foreseen in the calendar of works. He must take particular note of the delays in clearing them.

**2.8 Sites placed at disposal of the Contractor:** If the contractor estimates, on the basis of the plans and technical documents of the execution that the sites placed at his disposal by the administration are insufficient or badly situated with respect to his own organization, he request for other available sites. Where the sites so available remain insufficient or badly situated, he shall carry out the search for supplementary land and make the necessary arrangements to purchase or hire the land, before proceeding to planning. He shall bear the costs of the search, formalities and preparation of these lands, in view of the establishment of his facilities and areas of storage, and of the preparation of the borrow pits. The layout and the planning of these lands must be approved by the contract engineer who cannot refuse them without valid reason. The contractor's choice of the layout and planning of these sites shall not in any way influence the duration of works.

**2.9 Transportation of heavy equipment:** The choice of transportation for heavy equipment shall depend on the possible limits of loads on the roads and existing bridges. He shall be required to load the equipment on trailers of multiple axles in order to ensure the distribution of the total load respecting the limits prescribed by the code of the Road.

**2.10 Transportation of materials:** The contract engineer shall have the right to verify at any time the loads on the axle of the transportation vehicles. The delays and the losses in time that shall result are to the Contractors charge in the case of any irregularities.

**2.11 Maintenance of the traffic and the local accesses:** The traffic and the local accesses must be maintained during the whole duration of the works. The Contractor shall arrange access ramps reasonably levelled so as to allow vehicles and pedestrians to circulate. The deviations for the circulations of vehicles and pedestrians are reduced as far as possible and carefully maintained at the Contractor's charge.

**2.12 Bad weather, suspension of works:** It shall be the responsibility of the contractor to have a good knowledge of the weekly rainfall. The contract engineer shall prescribe, by service order, the suspension of works due to bad weather without the Contractor raising a complaint of this fact. In this case, the contractual delay will be prolonged of as many calendar days that were lost between the date of the suspension of works and the date of resumption of works, provided that it is foreseen in the service order.

**3. SITE REGISTER AND MEETINGS:** A site register shall be held by the site foreman and will be put at the disposal of the contract engineer and his representatives. The following shall be written on the site register:

- The advancement of works
- The relative administrative operations to the execution or to the payment of the works (notification, report of works, etc.);
- The atmospheric conditions;
- The reception of materials and approvals of all sorts given by the contract engineer;
- The incidents or details of all sorts presenting some interests on the point of the eventual quality of the structures and the real duration of works;

The contractor shall record in it incidents or observations liable to lead to a complaint on his part. The site register shall be signed even in the face of contradictions by the contract engineer and the site foreman at every site meeting. For every possible complaint, no state of events will be made except those or documents mentioned in due time in the site register.

**Article 7: PROGRAM OF WORKS:** The program of works must specify:

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

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

**Article 8: AS-REALIZED-PLANS:** At completion, the Contractor will provide, to the contract engineer with as-realized-plans (plans de récolement) of the works done latest on the date of the provisional reception of works, in 5 copies. These plans are presented under the form of road itinerary mentioning localization, the nature, the quantities, the dates of execution of all realized tasks.

**Article 9 - SOURCE OF THE MATERIALS:** The Contractor shall choose borrow pit sites, carry out an adequate number of trial pit and shall designate them for the approval of the contract engineer. The contract engineer shall then carry out a quality control in the identified borrowed pit before the contractor can start to exploit them.

The contract engineer shall the right to stop the exploitation at any time that the extraction chamber is emptied of materials of acceptable quality, without any liabilities to the contractor. The bush clearing, the scraping of the vegetable soil and the discovery, the felling of trees required for the exploitation of the borrow pit are to the charge of the contractor thus shall not give right to any

remuneration. Old existing borrowed pits shall not be exploited again, unless the Contractor shows proof that there subsist more materials having the required characteristics.

**Article 10 - QUALITY CONTROL:** The Contractor shall consult a road laboratory allowing him to do the internal control needed. This laboratory will be equipped with all instruments, tools and materials and so long as the necessary competent staff to the realization of the tests and study foreseen in the present PTSN/CCTP will be present. The control engineer or his Representative shall have free access to its facilities.

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

**11.1 Current fill rubbles:** It concerns fill rubbles realized in the zones without specific problem. The materials used for the current fill rubbles will come from the general rubbles when they exist or from borrow pits accepted by the contract engineer. These shall not contend plants or organic matters and must possess the minimum requirements for such use.

**11.2 Materials for substitution of fill rubbles in swampy zones:** The material of substitution to be use in swampy zones will be a material insensible to water, capable to preserve its bearing capacity in a state of saturation and not liable to provoke capillary risings. Where these materials are lacking, we can use all-in-ballast rubbles.

**11.3 Materials for fills in zone of purge and mess ground (swamps):** These shall be the same as for the current fill rubbles

**11.4 Materials for fills linked to drainage structures:** The material for fills linked to drainage structures and culverts shall be a material insensible to water, capable to preserve its bearing capacity in a state of saturation and not liable to provoke capillary risings. Where these materials are lacking, we can use all-in-ballast rubbles.

**11.5 Materials for spot gravelling of the road:** The material for spot gravelling of the road will be a material insensible to water, capable to preserve its bearing capacity in a state of saturation and not liable to provoke capillary risings. Where these materials are lacking, we can use all-in-ballast rubbles. The pile of materials presenting characteristics out of the specifications will immediately be evacuated out of the site.

### **11.6 Quality of Metallic culverts**

a) **Sheet metal:** The sheet metal shall be in carbon steel, of general construction use, in conformity to norm NF A 35-501. They cooled-formed to create their inhalations and their shape bent. Steels are of nuance E 24. It is required to use so-called "steels apt to galvanization ", of which the content in silicon is lower to 0,04%. The nominal thickness of the steel is equal to 2,7 mm. Tolerances on the nominal thickness of steel must be compliant in the norm NF A 46-501, tolerances on the other geometric features are fixed by the control engineer on proposition by the entrepreneur.

b) **Bolts:** The bolts shall be either in carbon alloyed steel, capable of withstanding deformations in cold weather and thermal treatments, compliant to the norm NF A 35-557 concerning bolts of high performances designated for mechanical construction. It is required to use bolts whose mechanical characteristics correspond to the class NF E 27-701. The geometric characteristics of the bolts must be compatible with those of the sheet metal and their tolerances compliant in the norm NF E 27-024.

c) **Metallic Coating:** The sheet metal shall be protected with a coating of galvanization, that can be obtained either by soaking the sheet metal already plaited to shape in a melted zinc bath, or in continuity in the case of the sheet metal of small thickness not yet folded. The quality of the galvanized coating is specified by the norm NF A 91-121 and that of the sheet metal galvanized in continuity, specified by the norm NF A 36-321.

The average mass of the zinc put down must be at least 700 g/m<sup>2</sup> double - faces, and the mass in all points must be more than 640 g/m<sup>2</sup>. The bolts are protected by a coating of zinc whose characteristics are at least equal to those of the quality class 10-20 microns defined by the French norm NF E 27-016.

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

e) **Control of the quality of the bolts:** The bolts are delivered on the site with the summary of the control aimed at article 5.3.1.2.2. of the norm NF E 27-703.

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

**Adhesion:** At the delivery of the sheet metal, the Contractor will give the contract engineer the summary of control of the adhesion according to operative mode n° 5 of appendix 2 of the " Current Technical Terms concerning metallic " culverts of SETRA (November 1982).

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

**Mass of zinc:** At the delivery of the sheet metal, the Contractor will give the contract engineer the summary of destructive control of the zinc mass compliant to norms NF A 91-121 or NF A 36-321. The average of the measures must be, for every group of three test-tubes, more than or equal to 700 g/m<sup>2</sup>, the individual measures must give results more than the minimal mass fixed at 640 g/m<sup>2</sup>.

#### 11.7 Protective coating for metallic culvert (sealers)

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

**Quality:** Whatever the products in use, their dry thickness must be more than or equal to 250 microns, with a minimum of 200 microns at all points. The Contractor shall communicate to the contract engineer:

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

**Supply and storage:** The area of storage of the elements must be plane, clean, resistant and easily accessible for vehicles and handling machines. It is same, if necessary, for the area of pre-assembling. The elements presenting some defects as chips of zinc, sulphates, speck spots or halves of cracks shall not be used. On the agreement of the contract engineer, some consecutive minor distortions due to manipulations or to the transportation shall however be straightened with a mallet.

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

**Sand:** Sand shall be either from the crusher or from a river. The required sand equivalent shall be greater than 80% and the percentage of very fine elements eliminated by decantation shall be less than 4%.

**Sand for mortar:** The proportion of retained elements on sieve 35 (sieve d=2,5 mm) must be more than 10%.

**Sand for concrete:** The granularity must fit in the spindle (fuseau) below:

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

The contract engineer shall require that the sands are washed before their use. The granularity is controlled by the fine-ness modulus (G/S between 2,2 and 2,8) whose value must not differ of more than 0,20 in absolute value, the fine-ness modulus of the aggregate for studies. It will be foreseen a measure of sand for sand equivalent test at delivery of sand on the site.

**Aggregates:** These shall come from deposits or borrow pits retained by the Contractor and accepted by the contract engineer. The aggregates should be clean (% of elements eliminated by decantation less than 2%) and of granulometry adapted to their use.

The maximal proportion in weight of the aggregates destined for quality concretes passing through washing at the sieve 0,5 must be less than 1,5%. Every granulometric composition is proposed by the Contractor to the agreement of the contract engineer, and same for the composition of the concretes. The granularity of the aggregates is fixed at:

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

**Mixing Water:** The Contractor shall obtain at his charge clean mixing water for the confection of the concretes. It can, in general, come from water points close to the works or rivers, so long as its quality responds the stipulated conditions below. Where there is lack, water coming from other sources (bore pits, wells, etc.) can be used.

The mixing water must be clean, not salty and practically free from matters in suspension and dissolved mineral salts, notably of sulphates and chlorides. The use of water from swamps or peat-bogs is forbidden. It must respond to the specifications of the norm NF P 18-303.

**Products for curing:** The products for the curing of concrete are submitted to the acceptance of the contract engineer by the Contractor, at the time of the study of the composition of the concretes. It is applied to the typical concretes the suitability test. The result of this one conditions the decision of acceptance.

**Cement:** These shall be of class CPJ 35 depending on the case and will come from an accepted factory.

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

The length and the conditions of storage of the steel reinforcement bars must be submitted to the acceptance of the contract engineer. These conditions must foresee at the minimum the storage on a floor situated at least 0,30m above the soil, safe from rain, this shelter can be of a tent covering tapeline fibre. The different types of steels should be separate distinctly FE400 or FE500, ERL215 or ERL235. Their diameters range from 6-12mm for the present project.

**Article 12: STONE MASONRIES:** The stone masonries planned for the construction of the works will be done in an aesthetics manner and according to the type of the work involved (shape and measurements of the stones, joined etc.) and will be subjected to the respect of the rules of art.

Quarry stones will be put in place on mortar joints after they have been well shaped and watered. The visible faces of the masonries should be regular. The minimal thickness should not be less than fifteen (15) cm. The finish of the bed joints will be done with the help of a mortar M 450. The stone works on embankments will only be executed after agreement of the control engineer notably on the preparation of the bed joints. The built ditches will be put in place from an implantation dimension size received from the control engineer. The mortar joint will be measured at four hundred (400) kg of cement per m<sup>3</sup> of sand (M 400).

**Article 13: MORTARS AND CONCRETES:** The mortar M 400 will be measured at four hundred (400) kilograms of cement per cubic meter of dry sand. When the thickness of mortar M 400 to be put in place exceeds twenty (20) millimeters, one will use a micro - concrete measured at four hundred (400) kilograms of cement whose composition will be submitted to the prior acceptance of the contract engineer.

## WAY OF EXECUTING AND ASSESSING THE WORKS

**Article 14: GENERAL CONDITIONS OF ASSESSMENT:** The works and benefits are remunerated to the Contractor by application of the prices of the slip to the real executed quantities, in accordance with the prescriptions. These quantities must be noted and must be approved by the contract engineer. The Contractor is supposed to have a perfect knowledge of all conditions and suggestions imposed for the good execution of works, and of all local conditions liable to have an influence on this execution.

### Article 15: CONSISTENCY OF THE DIFFERENT ASPECTS OF THE WORKS

**SITE INSTALLATION (price n° TM001):** This task remunerated at a LUMP SUM (FF) consist of the installation of the Contractor on the site as described in the PTSN/CCTP "mode of execution of works". The lump sum will be paid at eighty percent (80%) as from effective installation of the Contractor on the site, the remaining twenty percent (20%) will be paid after the folding up of the equipment.

**BUSH CLEARING (price n° TM101):** This task consists of cleaning the land and cutting all shrubs and trees, and the bushes inside the right-of-way out of the roadway in accordance with the directives of the contract engineer and to the prescriptions of the present PTSN/CCTP. This task is normally executed manually; it could be mechanically, from the request of the contract engineer, in the zones of weak population density or in case of particular difficulties. This price comprises:

- Clearing and removal of grass, bushes, plantations and vegetation on the right-of-way shoulders, lateral ditches and the embankments,
- Felling of trees and the removal of roots of the trees whose diameter is lower to 20 cm,
- The trimming of trees out of the right-of-way,
- Picking-up, removal and evacuation of the trees, bushes, stumps in deposits out of the right-of-way to a place accepted by the contract engineer,

- The filling of all holes created by the removal of stumps and trees roots,
- The removal of cleaning products from the ditches, their loading, their transportation, their discharge and their temporary or final deposit in a place accepted by the contract engineer,
- All possible indemnities to the residents along the roadway,
- All suggestions linked to the environment.

The quantity to be taken into account, noted contradictorily, is the SQUARE METER (m<sup>2</sup>) measured horizontally, despite the state of each of the two shoulders.

**PUTTING IN FORM OF THE PLATFORM (price n° TM110):** This price remunerates, a KILOMETER (km) of treated road no matter its width, the putting in form of the platform whose definition is obtained through site visit before realization of the circulation road layer in spot gravelling. This price does not involve the reshaping of the lateral ditches that are possibly remunerated otherwise. It comprises notably:

- the possible cleaning of the roadway
- the evacuation of existing vegetable soil and ditch cleaning products,
- the possible scarification of the roadway, according to the prescriptions of the control engineer
- the putting in place of the scarified platform,
- the watering and the compaction of the roadway,
- all suggestions linked to the conditions of circulation and the respect of environmental prescription.

The quantity to be taken into account is the length in KILOMETER, measured according to the slope of the axis of the roadway that has been executed between edges of the ditches, if they exist.

**RAPID GRADING (price n° TM111):** This price remunerates, a KILOMETER (km) of executed roadway no matter its width, the execution of a mechanical rapid grading on the circulation surface between interior edges of the ditches, if they exist. This task does not involve the clearing and the reshaping of ditches. It comprises notably:

- the possible cleaning of the roadway
- the evacuation of existing vegetable soil on the roadway,
- the grading of the roadway,
- possible watering,
- all suggestions linked to the conditions of circulation and the respect of environmental prescription.

The quantity to be taken into account is the length in KILOMETER, measured according to the slope of the axis of roadway really executed between interior edges of the ditches, if they exist.

**SPOT GRAVELLING IN LATERITE (price n° TM108):** This price remunerates a CUBIC METER (m<sup>3</sup>) of the putting in place of the concerned spots of the circulation layer in selected lateritic materials in respect to the prescriptions of the present PTSN/CCTP, on a thickness fixed by the control engineer. It comprises notably:

- the preparation of the borrow pits, the opening and the maintenance of the accesses and peripheral circulation paths to the exploitation of the pits,
- the opening of borrow pits, including bush clearing, felling of trees, removal of vegetable soil,
- the extraction of the materials, their storage either and others,
- the supplying of the materials on works site including the loading, the transportation not exceeding 5000 m, the discharge and the storage,
- the spreading of the materials in one layer of a minimum thickness of 15 cm after compaction with the suitable equipment,
- the watering or the necessary ventilation to get the required water content,
- the compaction,
- all suggestions linked to the conditions of circulation and the respect of environmental prescription.

The quantity to be taken into account results from geometric calculation done from the transversal profiles implanted on the site.

**SUPPLYING AND LAYING OF METALLIC CULVERTS Ø800 and Ø1000 (price n° TM307a):** This price remunerates the supplying on the work site, the assembling and the laying in place of metallic culverts in accordance with typical plans on the tender file, with the execution file and to the specifications of the present PTSN/CCTP. It comprises notably:

- the supply of the culverts including all necessary elements to the assembling and to the laying,
- the eventual removal of worn out culverts,
- the implantation and the setting out of the work,
- the possible setting up of a temporary deviation,
- the execution of the excavations in land of all natures and the evacuation of the rubbles to the places accepted by the control engineer, and the possible substitution of the foundation seat soil,
- the installation and the setting up of the culverts,
- the putting in place of the anti corrosion layer

- the realization of the technical block (brought-in material and laying) until  $\varnothing/2 + 10$  cm at least (60cm at least),  $\varnothing$  being the diameter of the culvert), above upper generator of the culvert;
- all laying suggestions (water pumping, propping-up) and the taking into account of the differential settlements of the structure,
- the possible cleaning of the upstream opening and downstream of the culvert in order to ensure a perfect out-flow of water,
- connecting adjustments with slopes lower than 4% of the linking point created by the technical block with the existing roadway,
- all suggestions linked in particular to the environmental prescriptions.

These prices apply to a LINEAR METER (ml) of culvert laid according to the diameter. The lengths to be taken into account will come from approved execution project.

**CESSPITS IN STONE MASONRY FOR CULVERT HEADS (price n° TM309a):** This price remunerates the execution of cesspits in stone masonry for culvert heads in accordance with the typical plans from the tender file, and from the execution project according to the specifications of the present PTSN/CCTP. It comprises notably:

- the supply of the materials including the extraction, the manufacture and the selection of quarry stones, their transportation to the work site,
- the execution of the excavations, whatever is the nature of the land, the loading, the excess rubble transportation whatever is the distance, the discharge in deposits for re-use or final deposit accepted control engineer,
- the production of the mortar at 400 kg of cement per cubic meter and the careful laying of the stone masonry including the wedging, regulating, humidification of quarry stones, the shaping of the joints,
- all suggestions linked in particular to the environmental prescriptions.

These prices apply to the UNIT (U) of really executed works with the quantities noted contradictorily.

**CULVERT HEADS IN STONE MASONRY (price n° TM310b):** This price remunerates the execution of culvert heads in stone masonry in accordance with the typical plans from the execution project according to the specifications of the present PTSN/CCTP. It comprises notably:

- the supply of the materials including the extraction, the manufacture and the selection of quarry stones, their transportation to the work site,
- the execution of the excavations, whatever is the nature of the land, the loading, the excess rubble transportation whatever is the distance, the discharge in deposits for re-use or final deposit accepted control engineer,
- the production of the mortar at 400 kg of cement per cubic meter and the careful laying of the stone masonry including the wedging, regulating, humidification of quarry stones, the shaping of the joints,
- all suggestions linked in particular to the environmental prescriptions.

These prices apply to the UNIT (U) of really executed works with the quantities noted contradictorily.

**DRAINAGE IN STONE MASONRY (price n° TM313):** This price remunerates the execution of drainage ditches in stone masonry in accordance with the typical plans from the execution project according to the specifications of the present PTSN/CCTP. It comprises notably:

- the supply of the materials including the extraction, the manufacture and the selection of quarry stones, their transportation to the work site,
- the execution of the excavations, whatever is the nature of the land, the loading, the excess rubble transportation whatever is the distance, the discharge in deposits for re-use or final deposit accepted control engineer,
- the production of the mortar at 400 kg of cement per cubic meter and the careful laying of the stone masonry including the wedging, regulating, humidification of quarry stones, the shaping of the joints,
- all suggestions linked in particular to the environmental prescriptions.

These prices apply to the UNIT (U) of really executed works with the quantities noted contradictorily.

## PROTECTION OF THE ENVIRONMENT

**Article 16: SITE INSTALLATION:** The Contractor will propose to the control engineer, before the beginning of the works, the place of his site installation facilities. The site must be chosen outside of the sensitive zones, in order to limit the bush clearing, the extraction of bushes, the felling of trees. In the zone of the installation of the site, the trimming of trees branches and the felling of trees of which the diameter measured at 1m from the soil is more than 20 cm will be done after previous agreement with the control engineer.

The site must foresee an adequate drainage of water on the whole of its surface. The maintenance areas and of washing of equipment should be concreted and foresee a cesspool to hold oils and grease. These maintenance areas should have a slope

toward a cesspool and toward the inside of the platform in order to avoid the out-flow of polluting products toward the un-covered soils.

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

**Article 17: OPENING OF TEMPORARY BORROW PITS:** The Contractor should ask for any necessary authorizations foreseen by the texts and regulations in force:

- Law 76/14 of July 8 modified and completed by the one of n°90/021 of August 10, 1990

- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989

- Decree 90/1477 of November 9, 1990

They will take to his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owners. In case of the necessity of a new borrow sites, the Contractor should ask inevitably for the pre-agreement of the control engineer (verbal note put in the obligatory site report register). The following criteria must be respected:

- distance from the site to be at least 15 m of the road,
- distance from the site to be at least 1 00 m from a river, or from a water plan,
- distance from the site to be at least 1 00 m from dwellings,
- surface to be opened limited to the strict minimum
- quality trees (to the appreciation of the control engineer) to be preserved and protected.

The areas of deposits should be chosen in order not to embarrass the normal out-flow of waters and should be protected against erosion. The Contractor should also get for the areas of deposit at the agreement of the control engineer (obligatory verbal note to be put in the report site register). If the proposed sites, the method of exploitation and amenities foreseen are not compliant to the environmental instructions, the control engineer shall not give his approval and the Contractor should propose other sites, either to modify the method of exploitation, or to propose amenities compliant to instructions, without the Contractor asking for an any indemnity.

The Contractor will support all exploitation charges of the borrow pits and notably the opening and the planning of the access tracks of , the bush clearing and the deforestation, the removal of vegetable soil or undesired materials and their putting in deposit out of the limits of the borrow pits, as well as the works of planning concerning the protection of the environment as prescribed. The Contractor will execute at the end of works, the necessary works to the restoration of the site. These works will comprise:

- the clearing away of open loose materials and the spreading of vegetable soil in order to regulate the flow of water, grass planting and plantations if prescribed,
- the re-establishment of previous natural flow and the planning of offshoot ditches,
- the suppression of the ruined aspect of the site while eliminating thick rock outcropping blocks.

**Article 18: USE OF BORROW PITS OF PERMANENT CLASS:** The Contractor should ask for any necessary authorizations foreseen by the texts and regulations in force and should take at his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owners. The Contractor will watch during the execution of works:

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

**Article 19: LOADING AND TRANSPORTATION OF MATERIALS:** For all transportation of materials and equipment, whatever they are, the Contractor should conform itself to the regulation in force, concerning the restrictions imposed to the weights and sizes of engines and convoys plying the public road network and in particular:

- the maximal load per axle, either for simple or per tandem,
- the dimensions of the vehicles,
- exceptional convoys of dimensions more than norms must make the object of a previous special authorization,
- the protective measures of the environment (loss of materials under transportation, dusts),
- the entrepreneur must take all necessary arrangements to limit the speed of the vehicles on the site: installation of road sign boards and carriers of signal flags,
- regular humidification of the circulation highways in inhabited zones,
- Foresee deviations toward tracks and existing roads.

The Contractor must put in place an adequate site signalisation system for the ongoing of the works.



**THE SCHEDULE OF UNIT PRICES (*PRICE ENCLOSURE SLIP*)**

**CONTENT**

**CHAPTER I GENERAL PROVISIONS**

Article 01- General

Article 02- Definition and consistency of prices

**Document N° 6**

**THE SCHEDULE OF UNIT PRICES**

**Article 01: 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 the contract arising from this invitation to tender. Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

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

**Article 02: Definition and consistency of unit prices**

**THE PRICE LIST**

**PRICE ENCLOSURE**

**UNIT PRICE SCHEDULE THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

<b>N° PRICE</b>	<b>DESIGNATIONS</b>	<b>UNITS</b>	<b>UP IN FIGURES</b>	<b>UP IN WORDS</b>
100	<b>INSTALLATIONS</b>			
101	Site Installation and Studies (Execution documents and As - built plan))	ls		
102	Bringing in and folding up of equipment	ls		
103	Follow-up / control	10%	2,000,000	Two million FCFA
200	<b>EARTHWORKS - ROAD SURFACING</b>			
201	Opening of the road section with a front end loader	km		
300	<b>DRAINAGE WORKS</b>			
301	Construction of Stone masonry culvert of Dia 800mm including culverts heads	ml		
302	Construction of Stone masonry culvert heads	U		
400	<b>EQUIPMENT</b>			
401	Signalization boards	No		

## DOCUMENT N°07

### THE BILL OF QUANTITIES AND COST ESTIMATE

**BILL OF QUANTITATIVES AND COST ESTIMATES PRICE ENCLOSURE THE REHABILITATION  
OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG  
DIVISION NORTH WEST REGION**

N° PRICE	DESIGNATIONS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
100	<b>INSTALLATIONS</b>				
101	Site Installation and Studies (Execution documents and As - built plan))	ls	1.00		
102	Bringing in and folding up of equipment	ls	1.00		
103	Follow-up / control	10%	1		
	<i>Sub Total 100</i>				
200	<b>EARTHWORKS - ROAD SURFACING</b>				
201	Openeing of the road section with a front end loader	km	4		
	<i>Sub Total 200</i>				
300	<b>DRAINAGE WORKS</b>				
301	Construction of Stone masonry culvert of Dia 800mm including culverts heads	ml	21.6		
302	Construction of Stone masonry culvert heads	U	8		
	<i>Sub Total 300</i>				
400	<b>EQUIPMENT</b>				
401	Signalisation boards	No	1.00		
	<i>Sub Total 400</i>				
F	<b>Total without taxes</b>				
I	<b>VAT (19,25%)</b>				
J	<b>A.I.R (2,2%)</b>				
K	<b>Net payment</b>				
L	<b>Total with all taxes</b>				

**FRAMEWORK OF SUB-DETAIL OF PRICES**

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

1, A sub-detail presents all the stages involved in the establishment of a sales price. It is also an important element for the evaluation of the quality of the price proposed by a bidder. It is not necessary to impose a 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 office and supply of means put at the disposal of the Contracting Authority;
  - h. The sub-detail of dues and taxes.
- 2- Presentation framework of the sales coefficient, also called the coefficient of over-heads.

A. Overheads of the site

Studies	----	----	-----
Total		-----	C1

B. Overheads of the head office

- Head office overheads	-----
- Financial overheads	-----
- Risks and profits	-----
Total	----- C2

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

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

**DETAIL PRICE BREAKDOWN**

**Description:**

Price N <sup>o</sup>	Daily output	Unit	Total quantity		Unit	Activities' Duration
<b>Personnel (Labour)</b>	<b>CATEGORY</b>	<b>N<sup>o</sup></b>	<b>Daily Salary</b>	<b>Number</b>	<b>Paid man-days</b>	<b>AMOUNT</b>
	Works Supervisor	man-day				
	Foreman	man-day				
	Skilled labour	man-day				
	General labour	man-day				
					<b>Total (A)</b>	
<b>Equipments</b>	<b>Type</b>	<b>Unit</b>	<b>Daily rate</b>		<b>Days Billed</b>	<b>AMOUNT</b>
					<b>Total (B)</b>	
<b>Materials</b>	<b>TYPE</b>	<b>Unit</b>	<b>Unit Price</b>		<b>Consumption</b>	<b>AMOUNT</b>
					<b>Total (C)</b>	
<b>D</b>	Total Direct Cost				<b>A+B+C</b>	
<b>E</b>	General site Expenses	<b>10%</b>			<b>Dx10%</b>	
<b>F</b>	General Head Office expenses	<b>5%</b>			<b>Dx5%</b>	
<b>G</b>	Cost price				<b>D+E+F</b>	
<b>H</b>	Risk + Profit	<b>10%</b>			<b>Gx10%</b>	
<b>P</b>	Bid price Excluding Taxes				<b>G+H</b>	
<b>V</b>	Unit Bid price Excluding Taxes				<b>P/Qty</b>	

DOCUMENT N° 09

**MODEL CONTRACT**

REPUBLIQUE DU CAMEROUN

PAIX – TRAVAIL – PATRIE

MINISTERE DE DECENTRALIZATION ET  
DU DEVELOPPEMENT LOCALE

REGION DU NORD- OUEST

DEPARTEMENT DE DONGA MANTUNG

SERVICE DE PASSATION DES MARCHES

COMMISSION DE PASSATION DES  
MARCHES DE COMMUNE DE NWA

REPUBLIC OF CAMEROON

PEACE – WORK – FATHERLAND

MINISTRY OF DECENTRALIZATION  
AND LOCAL DEVELOPMENT

NORTH WEST REGION

DONGA MANTUNG DIVISION

SERVICE OF THE AWARD OF  
CONTRACTS

NWA COUNCIL INTERNAL TENDERS  
BOARD

JOBGING ORDER N° \_\_/JO/MINTP/NWR/DMD/NC/2020 of \_\_\_\_\_ 2020

AWARDED AFTER Open National Invitation to Tender

N° 010/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 OF 29<sup>TH</sup> JULY 2020 FOR THE  
REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA  
MANTUNG DIVISION NORTH WEST REGION

PROJECT OWNER: **THE LORD MAYOR NWA COUNCIL**

AUTHORIZING OFFICER: **THE LORD MAYOR NWA COUNCIL**

CONTRACTOR (HOLDER):..... **P.O BOX** ..... TEL. .... Fax: .....

TRADE REGISTER N° (N° R.C.): .....

TAX PAYER N°: .....

BANK ACCOUNT N°: ..... AT ..... **(BANK)** AGENCY OF: .....

PURPOSE *(SUBJECT)*: THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN  
NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION

PLACE: **NWA**

DURATION: **(120) CALENDAR DAYS (Four (04) MONTHS)**

AMOUNT OF JOBBING ORDER:

TOTAL WITHOUT TAXES	F CFA
VAT = 19.25%	F CFA
TOTAL WITH TAXES (ATI)	F CFA
AIR <i>(Income on revenue =2.2% or 5.5% depending on the regime)</i>	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

**NB: This Jobbing Order is signed in the amount of ...FRANCS CFA** (all taxes inclusive ATI)

FINANCING: **2020 BIP BUDGET, MINTP-REPUBLIC OF CAMEROON**

VOTE OF CHARGE N°: .....

EXPENDITURE AUTHORIZATION N°: .....

DATE OF ENTRY INTO THE CONTRACT: .....

DATE OF SIGNATURE : .....

DATE OF NOTIFICATION: .....

DATE OF REGISTRATION: .....

**BETWEEN:**

THE **REPUBLIC OF CAMEROON**, REPRESENTED BY THE MAYOR OF NWA COUNCIL

(Contracting Authority), HEREINAFTER REFERRED TO AS "THE ADMINISTRATION"  
ON THE ONE HAND,

AND:

THE ENTERPRISE (Company): .....P.O BOX .....TEL. ....  
TRADE REGISTER NO (N° RC): .....TAXPAYER N°: .....  
BANK ACCOUNT N°: .....AT ..... (BANK)  
AGENCY OF : .....

REPRESENTED BY MISTER (Mr.) .....HEREINAFTER REFERRED TO AS  
"THE 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 DETAILED COST ESTIMATES

Page N° \_\_\_\_ and last page of Jobbing Order N° \_\_/JO/MINTP/NWR/DMD/NC/2020  
of \_\_\_\_\_ 2020 signed following an Open National Invitation to Tender N°  
\_\_\_\_/ONIT/MINTP/NWR/DMD/NC/NCITB/2020 of 29<sup>TH</sup> JULY 2020

WITH: .....

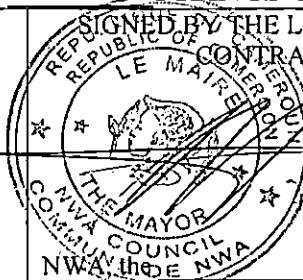
THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION,  
DONGA MANTUNG DIVISION NORTH WEST REGION

EXECUTION DURATION: (120) CALENDAR DAYS (FOUR (04) MONTHS)

AMOUNT OF THE CONTRACT IN FCFA:

TOTAL WITHOUT TAXES	F CFA
VAT = 19.25%	F CFA
TOTAL WITH TAXES(ATI)	F CFA
AIR (Income on revenue =2.2% or 5.5% depending on the regime)	F CFA
TOTAL TAXES	F CFA
NET TO BE PAID	F CFA

NB: This Jobbing Order is signed in the amount of **FRANCS CFA** (All taxes inclusive ATI)

<p>READ AND APPROVED BY THE CONTRACTOR</p> <p>NWA, the _____</p>	<p>SIGNED BY THE LORD MAYOR NWA COUNCIL, CONTRACTING AUTHORITY</p>  <p><i>Alamyong Lawrence Ngansah</i></p> <p>MAITRISE COM / IT UNI.YAO.I</p>
<p><u>REGISTRATION</u></p>	

DOCUMENT N° 10

**MODEL FORMS TO BE USED BY BIDDERS**

**FORM N° 1:  
DECLARATION OF THE INTENTION TO TENDER**

**COMPANY'S LETTER HEAD  
(HERE)**

**DECLARATION OF THE INTENTION TO TENDER**

Fiscal stamp  
  
1000

I, the undersigned Mr, . . . . .

Nationality . . . . .

Function . . . . .

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



FORM N° 02

THE MODEL TENDER LETTER

I (We) the undersigned .....  
Acting in the capacity of ..... in the name and on behalf of.....  
.....at .....RC N°. ....by virtue of the power  
vested in me (us), resident at ..... (Town) ....., P.O.Box....., telephone N°. ....  
..... after having studied all the documents of the tender file relating to the Invitation to Tender  
N°. ...., and after having assessed in my (our) point of view and under my (our)  
responsibility the nature and difficulties entailed with the execution of the job, I (we) do hereby tender and  
commit myself (ourselves) to carry out works for **THE REHABILITATION OF THE COUNCIL ROAD LIH  
- LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG 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 No..... opened in the name of.....  
in the records of ..... (Bank) at.....

Enclosed with this tender are:

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

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

Signature(s)

Bidder(s)

Fiscal stamp
1000

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 the contract arising from this invitation to tender,  
jointly commit ourselves ..... »*

FORM N° 03

THE MODEL SURETY BOND

Bank .....

Reference of guarantee: No. ....

To the LORD MAYOR NWA COUNCIL, REPUBLIC Of CAMEROON

Invitation to Tender No. ....

**BID BOND FOR THE EXECUTION OF THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION** The Contractor (5) .....hereby submits on ..... to the Contracting Authority a bid relating to **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG 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 of NWA 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 **Lord Mayor NWA 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 **Lord Mayor NWA 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 **Lord Mayor NWA 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 **Lord Mayor NWA 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

**FORM N° 04**  
**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 **Lord Mayor NWA 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

FORM N° 05

**THE MODEL PERFORMANCE BOND (RETENTION FUND)**

Bank .....

Reference of guarantee: No. ....

**To: THE LORD MAYOR NWA COUNCIL, NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION REPUBLIC OF CAMEROON**

Invitation to Tender No. ....

**PERFORMANCE BOND FOR THE MAINTENANCE OF THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

We..... (Bank) have been informed that a contract has been signed between the **Lord Mayor NWA council** acting in the capacity of Contracting Authority, and....., acting as contractor for **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION** In compliance with the provisions of Contract N°. ...., the contractor is bound to present to the **Lord Mayor NWA council**, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs .....

We, .....(bank) do hereby commit ourselves irrevocably and without arguing to pay to the **Lord Mayor NWA 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 contract

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

FORM N° 06

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

Bank .....

Reference of guarantee No.....

**To: THE LORD MAYOR NWA COUNCIL, NWA SUB DIVISION, DONGA MANTUNG DIVISION, NORTH WEST REGION REPUBLIC OF CAMEROON**

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 **Lord Mayor NWA council**, acting in the capacity of Contracting Authority, and....., acting as contractor for **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION**

In compliance with the provisions of Article ..... of Contract N°. ...., the contractor shall be bound to present to the **Lord Mayor NWA 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 **Lord Mayor NWA council**, at the written request the **Lord Mayor NWA 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 contract.

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

FORM N° 07

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 OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG 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 contract within ..... (.....) months as from the date of notification of award of the contract

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

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

Signature(s).....

Bidder(s).....

For companies, indicate:

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

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

For companies without a legal status, indicate:

« We, the undersigned, ..... »

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

« Constituted in a group of companies for the execution of the contract arising from this invitation to tender, jointly commit ourselves ..... »

(8) Name, first name, profession, residence

(9) Position in the company

(10) Company name

FORM N° 8

**INFORMATION OF KEY PERSONNEL DEPLOYED TO THE PROJECT**

DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE	FUNCTION
TECHNICAL				
ADMINISTRATIVE				
SUPPORT STAFF				

**FORM N° 09**  
**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*) in DONGA MANTUNG Division of the North West Region. This is in response to Tender N° \_\_\_\_\_ (*indicate the tenders file reference*)

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) with complete photocopy of the National Identity Card inscribed on the verso page of this commitment form



**FORM N° 10**  
**THE 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 shall be enclosed with this curriculum vitae which shall be signed.

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

**FORM N° 11**  
**THE PROFESSIONAL REFERENCES OF THE COMPANY**

N°	Year	Project	Contactable telephone N° of Project Owner	Provisional amount	Contract amount	Execution Period notified	Provisional Acceptance date
1							
2							
3							
4							
5							
6							
etc							

**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 minutes and
- Photocopy of final acceptance minutes *(as the case may be)*.

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

Mr (Messrs).....

Signature(s).....

**FORM N° 12**  
**THE EQUIPMENT LIST**

SN	DESIGNATION	MARK	FRAME ("châssis") NUMBER & HORSE POWER if vehicle	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
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 equipments 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 control/follow-up of the project I am tendering for.

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

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

*Signed*

**FORM N° 13**  
**THE ATTESTATION OF SITE VISIT**

**LETTER HEAD OF THE COUNCIL**

**Ref. N°** .....

NWA, the (le) \_\_\_\_\_


**THE LORD MAYOR NWA COUNCIL**

**TO WHOM IT MAY CONCERN**

**Subject:** An attestation of site visit

I, ....., the undersigned Representative of the company/enterprise by name .....have the honour to hereby attest having visited the site for **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION** on this day of ..... to have an appraisal of the strengths and weaknesses of the site.

In testimony whereof, this attestation is issued to serve the purpose wherever and whenever need arises.

**THE LORD MAYOR NWA COUNCIL**  
  
*Maître Com / Lit*  
**MAITRISE COM / LIT**  
**UNI.YAO.I**

**FORM N° 14**  
**THE SITE VISIT REPORT**  
*[not more than five (05) pages]*

**LETTER HEAD OF THE COMPANY**  
***(here)***

I) INTRODUCTION

TENDER REFERENCE .....  
DATE OF VISIT:..... TIME OF VISIT:.....

II) COMMENTARY:

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

II-2) Accessibility to the project site: .....  
.....

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

II-4) Topography of the site .....  
.....

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

IV) AVAILABILITY OF MATERIAL FOR THE EXECUTION OF THE PROJECT

V) DIFFICULTIES: .....  
.....

**NB:** The above commentaries can be proven by pictures of Mr(s).....who is  
.....of the company and land mark(s) conspicuously present on the site. The land  
marks include .....*(put names of the conspicuous land marks site seen at  
the project site)*

**Remark:** The pictures are inscribed on the verso page of the last page of this report of site visit.

**TESTIFYING SIGNATURE**

Signature and name of the Representative of the company  
*(person who carried out the site visit)*

**CONFIRMATORY SIGNATURES**

Signature and name of Managing Director  
of the company and stamp seal

Signature & name of the Company's  
Work Supervisor and stamp seal

**FORM N° 15**  
**THE EVALUATION GRID**

- **General presentation of bids**
  - Table of content present.....Yes/No
  - Document is spiral bound with transparent fly-leaf on front cover.....Yes/No
  - Presence of colour separating papers between the various documents.....Yes/No
  - Orderly presentation of the documents as in the tenders file .. . . . . .Yes/No
  - Clarity in the presentation of the documents and pages numbered . . . . .Yes/No
  - Special Technical conditions visaed and last pages signed . . . . .Yes/No
- **Experiences of the Contractor (enterprise) in the past three years**
  - Prove of capacity to have carried works of Public Contracts with provisional cost of at least that of this present project (**Twenty two million**) FCFA .....Yes/No
  - Professional experience(s) in similar domain within the last three years present.....Yes/No
  - Format of professional reference(s) as indicated in the tender file .....Yes/No
  - At least **two** Jobbing Orders or contracts (**first & last pages**) of similar projects executed within the past three years in an enclave area as such present.....Yes/No
  - At least **two** provisional acceptance minutes (**first & last pages**) on similar projects executed within the past three years in an enclave area as such present . . . . .Yes/No
  - Certified first & last pages of the provisional acceptance minutes of the 02 projects mentioned above .....Yes/No
  - **Proof with notified Service Order(s)** for having executed to completion of any of the projects mentioned above within the notified contractual period(s) within the past three years present .. .Yes/No
  - At least **one** final acceptance minutes (**first & last pages**) of any of the projects mentioned above executed within the past three years present . . . . .Yes/No
  - Certified first & last pages of the final acceptance minutes of the 01 project mentioned above ... ..Yes/No
- **Quality and management of personnel of the company**
  - Information of key personnel presented in the format stipulated in the tenders file.....Yes/No
  - Supervisor with level of at least Senior Civil Engineering Technician with at least three years' experience or Civil Engineering Technician with at least five years' experience present (**proof by certified true copy of the certificate or diploma**) .....Yes/No
  - Supervisor's signed curriculum vitae with proof of working experience in the construction present ..Yes/No
  - Supervisor's commitment form with complete photocopy of NIC inscribed overleaf (verso page of the commitment form) present .....Yes/No
  - Foreman with level of at least BAC F4 (GCE 'A' level Technical) in construction with at least 7 years' experience in the domain of construction present (**proof by certified true copy of the certificate or diploma**) .....Yes/No
  - Foreman's signed curriculum vitae with proof of at least three experience in construction of buildings present .....Yes/No
  - Foreman's commitment form with complete photocopy of NIC inscribed overleaf (verso page of the commitment form) present.....Yes/No
  - Company organizational charts respecting administrative & technical hierarchy .....Yes/No
  - Project organizational charts respecting administrative & technical hierarchy .....Yes/No
- **Technical equipment of the company**
  - List of key equipment present .....Yes/No
  - List of key equipment presented in the format provided in the tenders file.....Yes/No
  - List of other equipment (tools) present .....Yes/No
  - Certified true copies of documents (**not more than 3 months**) to prove ownership of key equipment mentioned (**like vehicles, etc**) present . . . . .Yes/No
  - Documents to prove ownership of tools (**like receipts, car registration certificates, etc**) present .. .Yes/No
- **Methodology for the execution of works**
  - Schedule of work execution present.....Yes/No
  - Presentation of execution schedule in same chronology as spelled out in tenders file with tasks well assigned (manpower deployment) in conformity with execution methodology having time frames **not** mixed up .....Yes/No
  - Specification of total duration of execution present .....Yes/No
  - Security measures to protect workers and third parties present .....Yes/No
  - Environmental protection and security measures on site taken into account.....Yes/No
  - Site Visit report present .....Yes/No
  - Site Visit report in format prescribed in the tenders file .....Yes/No
  - Site Visit report signed by all the Authorities prescribed in the tenders file .....Yes/No
  - Site Visit report signed and stamp sealed by all the Authorities prescribed in the tenders file .....Yes/No
  - Site Visit report having pictures of Company's Representative inscribed on the verso of the last page of the site visit report proving him/her conspicuously present on site ... ..Yes/No

- Appropriate technical specifications present..... Yes/No

**DOCUMENT N° 11**  
**JUSTIFICATION OF PRIOR FEASIBILITY STUDIES**

**PROJECT OWNER'S LETTER HEAD**  
*(here)*

**Ref. N° .....**

NWA, the

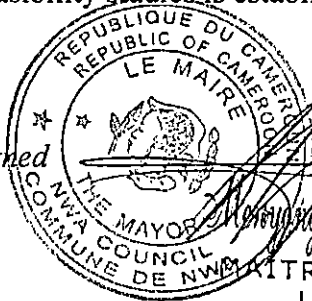
**THE LORD MAYOR**  
**To: All Potential Bidders,**

**Subject:** Justification of prior feasibility studies

In respect to the principles binding the conception and elaboration of project proposals, a project proposal for **THE REHABILITATION OF THE COUNCIL ROAD LIH - LIKOP (4 KM) IN NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION** was realized and forwarded to the Minister in charge of **PUBLIC WORKS Yaoundé** for funding. In the 2020 Financial Year of the Republic of Cameroon within the framework of the programmed budget of the 2020 (PIB 2020), the said project was financed as per the budget head at the cost of **Twenty Seven Million Seven Hundred Thousand Francs (27,700,000) FCFA**. After obtaining the financing, relevant adjustments were carried out to ensure that the tasks retained to be accomplished for proper and complete execution of the project are commensurate to the amount provided for the realization of the items spelled out in the bill of quantities as found in Document N° 7 of this tenders file.

To this effect, bidders are hereby given surety that proportionate feasibility studies were already carried out and are hence advised to read this tenders file very well before preparing their bids.

In testimony whereof, this justification of prior feasibility studies is established to serve the purpose wherever and whenever need arises.

Signed  *Lawrence Ngansat*  
MAITRISE COM / LIT  
UNI.YAO.I

Cc  
-The Contracting Authority,  
-File/chrono

**DOCUMENT N° 12**

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

**DOCUMENT N° 13**

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

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

**LISTE DES BANQUES AGREEES PAR LE MINFI**

- 1- Afrikland First Bank (First Bank);**
- 2- Banque Internationale du Cameroun pour l'Épargne et le Crédit (BICCEC) ;**
- 3- CITI BANK Cameroon (CITI-C);**
- 4- COMMERCIAL BANK CAMEROON (CBC);**
- 5- ECOBANK Cameroun (ECOBANK);**
- 6- National Financial Credit Bank (NFC-BANK);**
- 7- Société Commerciale de Banque Cameroun (CA-SCB);**
- 8- Société Générale des Banques au Cameroun (SGBC) ;**
- 9- Standard Chartered Bank Cameroon (SCBC);**



**10- City Bank Cameroon (City group);**

**11- Union Bank of Cameroon (UBC).**

**12- United Bank for Africa (UBA)**

**13- Banque Atlantique du Cameroun (BACM);**

**This list is available at ARMR.**

**B- INSURANCE COMPANIES**

**1- Chanas Assurances;**

**Activa Assurances**

**DO**

**PLANS AND DIAGRAMS AND/OR PICTURES**