

**BATIBO COUNCIL, MOMO DIVISION**

INTERNAL TENDERS' BOARD (BCITB)**OPEN NATIONAL INVITATION TO TENDER, IN EMERGENCY
PROCEDURE**

N°007/ONIT/BC/BCITB/2020 OF 07/08/2020

**FOR THE CONSTRUCTION OF A BRIDGE OVER THE TINGWEI
RIVER IN TIBEN VILLAGE WITH A SPAN OF 4.9M, BATIBO SUB
DIVISION, MOMO DIVISION OF THE NORTH-WEST REGION.****PROJECT OWNER: MAYOR OF BATIBO COUNCIL****FUNDING: MINTP-ROAD FUND, EXERCISE 2020**

LOT:	NAME OF PROJECT	AMOUNT OF PROJECT	AMOUNT OF BID BOND	COST OF TENDER FILE:
SINGLE	CONSTRUCTION OF A BRIDGE OVER THE TINGWEI RIVER IN TIBEN VILLAGE WITH A SPAN OF 4.9M	24 614 983 (Twenty four million six hundred and fourteen thousand nine hundred and eighty three) F CFA	493 000 (Four hundred and ninety three thousand) F CFA	37 000 (Thirty seven thousand) F CFA

TENDER FILE

Document No. 1: Invitation to tender

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

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

Document No. 4: Special Administrative Conditions

Document No. 5: Special Technical Conditions

Document No. 6: Schedule of prices

Document No. 7: Bill of quantities and estimates

Document No. 8: The sub-detail of prices

Document No. 9: Model contract

Document No. 10: Forms and Standard documents to be used

Document No. 11: List of banking establishments and financial bodies authorised to issue bonds for public contracts

Document No. 12 Other Documents

Document No. 13 Drawings

DOCUMENT N°1:
INVITATION TO TENDER



BATIBO COUNCIL

INTERNAL TENDERS' BOARD

"Open National Invitation to Tender, Emergency Procedure"

N°007/ONIT/BC/BCITB/2020 OF 07/08/2020

For the construction of a bridge Over Tingwei River In Tiben Village With A Span Of 4.9m, Batibo Sub-Division, Momo Division of the North-West Region.

FUNDING : MINTP-ROAD FUND 2020

Lot N°:	Project name	Project Amount	Amount for bid bond	Cost of tender file :	Budget Head
01	Construction of a bridge Over Tingwei River In Tiben Village With A Span Of 4.9m	24 614 983F CFA	493 000F CFA	37 000F CFA	

1. Subject of the invitation to tender:

Within the framework of the 2020 Public Investment Budget (PIB), the Mayor of Batibo Council "Contracting Authority" hereby launches an open National Invitation to tender in emergency procedure for the construction of a bridge Over Tingwei River In Tiben Village With A Span Of 4.9m, Batibo Sub-Division, Momo Division of the North-West Region. This invitation to tender comprises only one (01) lot.

2. Nature of services

Work to be done consists of construction of a bridge Over Tingwei River in Tiben Village with a Span Of 4.9m, Momo Division. The works include the following:

Lot 100: SITE INSTALLATION

Lot 200: SITE PREPARATION

Lot 300: EARTH WORKS

Lot 400: FOUNDATION, ABUTMENTS, BEAMS, AND SLAB WORKS,

Lot 500: ASSEMBLINGS,

Lot 600: PAINTING,

Lot 700: EQUIPMENT.

3. Participation and origin:

Participation in this invitation to tender is open to Cameroonian enterprises that are in compliance with the fiscal laws and having a good experience in the domain concerned.

4. **Financing :**

The said Works shall be financed by the MINTP – ROAD FUND, for the 2020 financial year

5. **Consultation of the tender file**

Interested eligible bidders may obtain further information during working hours as from the date of publication of this tender notice, at the Batibo council.

6. **Acquisition of the tender file :**

The file may be obtained at the Batibo Council Office, as soon as this notice is published against payment of a non- refundable sum of **(37 000) thirty seven thousand CFA** francs, payable at the Batibo Council Treasury representing the cost of the tender file.

7. **Presentation of the tender file :**

The tender file in three (03) volumes shall be enclosed in three sealed envelopes.

- Envelope A containing the administrative documents (Volume 1);
- Envelope B containing the technical offer (Volume 2);
- Envelope C containing the financial offer (Volume 3).

The three volumes shall then be enclosed in a single sealed envelope bearing only the reference of the tender in question. The different documents of each offer shall be numbered as indicated in the tender and separated by dividers of the same colour.

8. **Submission of the tender file :**

Each offer or bid drafted in English or French in seven (07) copies including the original and six (06) copies marked as such in accordance with the prescriptions of the tender file should be submitted against a receipt at the Batibo Council Office not later than **27/08/2020** at 10 a.m local time and should carry the inscription:

"Open National Invitation to Tender, Emergency Procedure"

N°007/ONIT/BC/BCITB/2020 OF 07/08/2020

For the construction of a bridge OverTingwei River In Tiben Village With A Span Of 4.9m, Batibo Sub-Division, Momo Division of the North-West Region.

«To be opened only during the bid opening session»

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

9. **Admissibility of bids :**

Under penalty of being rejected, only originals or true copies certified by the issuing service must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

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

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

10. **Opening of bids :**

The opening of the bids in one phase shall be done on **27/08/2020** at 11a.m in the conference hall of the Batibo Council by the competent internal tender board.

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

11. **Submission of bids timeframe :**

Bidders have twenty (20) days for the submission of their bids with effect of the publication of the tender notice.

12. Execution deadline

The maximum execution deadline shall be **Four (04) calendar months**, including the rainy season and other vagaries, with effect from the date of notification of the administrative order of work commencement.

13. Provisional Guarantee (Bid bond) :

Each bidder must include in his administrative documents a bid bond issued by a first rate bank approved by the Ministry in charge of Finance featuring in the annex of the tender file of the sum of **493 000 (four hundred and ninety three thousand) FCFA**.

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

14. Evaluation of the bids :

The evaluation of the bids shall be done in three (03) steps:

- 1st step: Verification of the conformity of the administrative file;
- 2nd step: Evaluation of the technical file;
- 3rd step: Analysis of the financial file.

The criteria of evaluation are the following:

There are two types of evaluation criteria: eliminatory and essential criteria. The aim of these criteria is to identify and reject incomplete bids or bids not in conformity with the essential conditions laid down in the Tender File.

14.1-Eliminatory criteria

Eliminatory criteria fix the minimum conditions to be fulfilled to be admitted for evaluation according of the essential criteria. The non-respect of these criteria leads to the rejection of the bid made by the bidder.

They refer especially to:

14.1.1- Administrative documents

- Any offer not in conformity with the prescriptions of this tender file shall be declared inadmissible. Especially the lack of the provisional guarantee;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Absence of a document in the administrative file;
- False declaration or falsified documents.

14.1.2- Technical file

- Incomplete or non compliant documents;
- False declaration forged or scanned documents;
- Non existence in the technical file of the rubric « organization, methodology and planning »
- Absence of the prefinancing capacity of at least **six million one hundred and fifty five thousand(6155 000) F CFA**,
- Technical assessment mark lower than **80%** of “Yes”.

14.1.3- Financial offer

- Incomplete financial offer;
- Non-compliant documents;
- Omission of quantified unit price in the financial offer;
- Absence of break down price.

Essential criteria:

The technical offer of the bidder shall be assessed along the following lines:

S/N	Designation	MARKS
01	General Presentation of the offer: Document spirally bound, colour sheets separation, table of content, presentation of documents in the order given in this tender file, quality of document.	01
02	Reference of the enterprise: ▪ Experience in the similar works	02
03	Quality of Requested staff: Qualifications, experience of personnel affected to the project, CV, NIC and attestation of availability.	04
04	Presence of the methodology of work execution	05
05	Technical and material affected to the project: The company should justify the property of the necessary material to the execution of works.	03
06	Presence of the prefinancing capacity	01

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

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

The note of the technical offer will be gotten by addition of marks for every criteria. Only the technical offer having gotten an equal or superior note to **80% of YES** will be kept for the financial evaluation.

15. Award of the Jobbing Order :

The jobbing order shall be awarded to the bidder whose bid is in conformity to the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 99 of the public contracts code).

16. Period of validity of bids :

The bidders shall remain committed to their bids during a period of (one hundred and twenty) 120 days from the deadline set for the submission of bids.

17. Complementary information :

Complementary technical information may be obtained during working hours at the Batibo Council. Tel: N° 677 980 303/ 679 204 915.

Copies:

- ARMP;
- Chairperson of Tender Board;
- Notice boards;
- DD MINMAP Momo;
- DD MINTP MOMO
- MINTP Y'DE
- Archives.



Done at BATIBO, the

MAYOR

(Contracting Authority)

Acha Kennedy Ngu
07/08
2020



MAIRIE DE BATIBO

COMMISSION INTERNE DE PASSATION DES MARCHES PUBLICS

"Avis d'Appel d'Offres National Ouvert en Procédure d'urgence"

N°007/AONO/BC/BCITB/2020 DU.....

*Pour les travaux de construction de Pont sur la rivière Tingwei au village de Tiben avec la longueur 4.9m
dans l'Arrondissement de Batibo, Département de la MOMO, Région du Nord-Ouest.*

FINANCEMENT : MINTP –FONDS ROUTIER 2020

Lot N°:	Nom du Projet	Montant du Projet	Montant caution provisoire	Montant d'achat du DAO:	Ligne budgétaire
01	construction de Pont sur la rivière Tingwei au village de Tiben	24,614,983 F CFA	493 000 F CFA	37 000 F CFA	

1.- Objet de l'Appel d'Offres :

Dans le cadre du budget d'investissement public 2020, Le Maire de la commune de BATIBO lance un Avis d'Appel d'Offres National ouvert en procédure d'urgence pour les travaux des constructions de Pont sur la rivière Tingwei au village de Tiben avec la longueur 4.9m dans l'Arrondissement de BATIBO, Département de MOMO, Région du Nord-Ouest. C'est un seul lot.

2.- Consistance des travaux :

Les prestations du présent marché comprennent les travaux des Construction de pont sur la rivière Tingwei au village de Tiben avec la longueur 4.9m suivantes :

- Lot 100: Installation ;
- Lot 100: Préparation du chantier ;
- Lot 100: Travaux terrassement
- Lot 100: Fondations, culée, poutres, tabliers;
- Lot 100: Assemblages;
- Lot 100: Peinture ;
- Lot 100: Equipment ;

3.- Participation et origine :

La participation au présent Appel d'Offres est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisé des opérations similaires.

4.- Financement :

Les prestations, objet du présent Appel d'Offres, sont financées par le budget MINTP (FONDS ROUTIER) - Exercice 2020

5.- Consultation du dossier d'Appel d'Offres :

Le dossier d'appel d'offres peut être consulté aux heures ouvrables auprès de la Mairie de Batibo, dès publication du présent avis.

6.- Acquisition du dossier d'Appel d'Offres :

Le dossier d'appel d'offres peut être obtenu aux heures ouvrables auprès de la Mairie de Batibo, service de passation des marchés publics, sur présentation d'une quittance de versement d'une somme non remboursable de 37 000 (Trente-sept mille) francs CFA au Trésor de la Commune de Batibo. Cette quittance devra identifier le payeur comme représentant l'entreprise désireuse de participer à l'Appel d'Offres.

7.- Présentation des offres :

Les documents constituant chaque offre sont repartis en trois(03) volumes ci-après contenus dans une enveloppe fermée et scellée dont :

- L'enveloppe A contenant les pièces administratives (volume 1),
- L'enveloppe B contenant l'offre technique (volume 2),
- L'enveloppe C contenant l'offre financière (volume 3).

Les offres ainsi présentées seront placées sous simple enveloppe, fermée et scellée portant uniquement la mention de l'Appel d'Offres en cause. Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de même couleur.

8.- Remise des Offres :

Chaque offre rédigée en Français ou en Anglais, en sept (07) exemplaires dont un (01) original et six (06) copies marquées comme telles, conformes aux prescriptions du Dossier d'Appel d'Offre, devra être déposée contre un récépissé sous plis fermé, dans les services de la passation des marchés publics de la Commune de Batibo, au plus tard le 27/08/2020 à 10 heures, heure locale et devront porter la mention:

"Appel d'Offres National Ouvert en Procédure d'urgence"

N°007/AONO/BC/BCITB/2020 DU07/08/2020

Pour les travaux de construction d'un Pont sur la rivière Tingwei au village de Tiben avec la longueur 4.9m dans l'Arrondissement de Batibo, Département de la MOMO, Région du Nord-Ouest.

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

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

9.- Recevabilité des offres :

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

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

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites

en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative, datant de moins de quatre (04) mois et valide le jour de l'ouverture des plis.

10.- Ouverture des offres :

L'ouverture des offres aura lieu en un temps le 27/08/2020 à 11 heures précises dans la salle des Conférences de la Mairie de Batibo, par la Commission Interne de Passation des marchés publics Compétente en présence des soumissionnaires.

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

11.- Délai de réponse des soumissionnaires :

Pour cet Appel d'Offres, le délai de réponse est fixé à vingt (20) jours calendaires aux entreprises désireuses d'y participer à compter de la date de publication de l'Avis d'Appel d'Offres.

12.- Délai d'exécution des travaux :

Le délai global d'exécution des travaux est de quatre (04) mois calendaires. Ce délai comprend les périodes des pluies, toutes les intempéries et sujétions diverses et court à compter de la date de notification de l'ordre de service de commencer les travaux.

13.- Cautionnement Provisoire (Garantie de soumission) :

Chaque soumissionnaire doit joindre à ses pièces administratives, une caution de soumission établie, selon le modèle indiqué dans le dossier d'Appel d'Offres, par une banque de premier ordre agréée par le Ministère des Finances et dont la liste figure en annexe d'un montant égal à 493 000 FCFA (Quatre cent quatre-vingt-treize milles) francs CFA.

Le cautionnement provisoire sera libéré d'office au plus tard (20) jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est attributaire de la lettre commande, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

14.- Evaluation des Offres :

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

- 1^{ère} étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
- 2^{ème} étape : Evaluation des offres techniques ;
- 3^{ème} étape : Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants :

Les critères d'évaluation sont constitués de deux types : les critères éliminatoires et les critères essentiels. Ces critères ont pour objet d'identifier et de rejeter les offres incomplètes ou non conformes pour l'essentiel aux conditions fixées dans le Dossier d'Appel d'Offres.

14.1-Critères éliminatoires

Les critères éliminatoires fixent les conditions minimales à remplir pour être admis à l'évaluation suivant les critères essentiels. Le non-respect de ces critères entraîne le rejet de l'offre du soumissionnaire.

Il s'agit notamment:

14.1.1-Pièces administratives

- Toute offre non conforme aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence ou l'insuffisance de la caution provisoire de soumission ;

- Offres dont l'enveloppe extérieure porte des mentions permettant l'identification du Soumissionnaire;
- Absence d'une pièce administrative ;
- Fausse déclaration ou documents falsifiés.

14.1.2-Offres techniques

- Dossier incomplet ou pièces non conformes ;
- Fausse déclaration ou documents falsifiées ou scannés ;
- Non existence dans l'offre technique de la rubrique « organisation, méthodologie et planning » ;
- Absence d'une capacité de préfinancement d'au moins six million, cent cinquante-cinq mille (6155 000) francs CFA.
- De façon systématique, toute offre n'ayant pas atteint ou dépassé après évaluation technique, la barre de 80 % du OUI sera écartée et non éligible à l'analyse financière ;

14.1.3-Offres financières

- Offre financière incomplète ;
- Pièces non conformes ;
- Omission dans l'offre financière d'un prix unitaire quantifié ;
- Absence d'un sous-détail de prix ;
- Modification du model du sous-détail de prix unitaire.

Critères essentiels

Les critères dits essentiels sont ceux primordiaux ou clés pour juger de la capacité technico-financière des candidats à exécuter les travaux, objet de l'appel d'offres.

Les critères essentiels de qualification sont tel qu'il suit ;

N°	Désignation	Nombre de point
01	Présentation générale de l'offre : Reliure, Intercalaire de couleur et page de garde, Présentation de toutes les pièces dans l'ordre prescrit, Qualité du document.	01
02	Références de l'entreprise : ▪ Expérience dans les travaux Bâtiment et/ou de Génie Civil :	02
03	Qualité du personnel : Qualifications, expérience du personnel affecté au projet, CV, CNI et attestation de disponibilité.	04
04	La présence de la Méthodologie d'exécution des travaux	05
05	Moyens techniques et matériels affectés au projet : L'entreprise devra justifier la propriété du matériel nécessaire à l'exécution des travaux.	03
06	La présence de la Capacité de préfinancement	01

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

La note de l'offre technique sera obtenue par addition des points pour chaque critère. Seule l'offre technique ayant obtenue une note égale ou supérieure à 80% du OUI sera à l'évaluation financière.

15.- Attribution de la lettre commande :

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui a présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 99 du Code des lettres commandes Publiques.

16.- Délai de validité des offres :

Les soumissionnaires restent engagées par leurs offres pendant une période de cent vingt (120) jours, à compter de la date limite fixée pour la remise des offres.

17.- Renseignements complémentaires :


Les renseignements complémentaires d'ordre technique peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune de Batibo. Tel: N° 677 980 303/ 679 204 915.

Fait à BATIBO, le

Le Maire de la Commune de Batibo
(Autorité Contractante)

Ampliations :

- ARMP
- Président CPM
- DD MINMAP MOMO
- DD MINTP MOMO
- MINTP Y'DE
- Affichage
- Chrono / Archives.



The stamp is circular with the text "REPUBLIC OF CAMEROON" and "BATIBO COUNCIL" around the perimeter. In the center, it says "THE MAYOR" and "MOMO DIVISION". A signature, "Acha Kennedy Ngu", is written over the stamp. Below the signature, the date "07/08/2020" is written.

**DOCUMENT N^o. 2:
GENERAL REGULATIONS OF THE INVITATION
TO TENDER (GRIT)**

Table of contents

A. General

Article 1: Scope of the tender.....	
Article 2: Financing.....	
Article 3: Fraud and corruption.....	
Article 4: Candidates admitted to compete.....	
Article 5: Building materials, materials, supplies, equipment and authorised services...	
Article 6: Qualification of bidder.....	
Article 7: Visit of site of works.....	

B. Tender File.....

Article 8: Content of Tender File.....	
Article 9: Clarifications on Tender File.....	
Article 10: Modification of the Tender File.....	

C. Preparation of Tenders

Article 11: Tender fees.....	
Article 12: Language of bid.....	
Article 13: Constituent documents of the bid.....	
Article 14: Amount of bid.....	
Article 15: Currency of bid and payment.....	
Article 16: Validity of bids.....	
Article 17: Bid bond.....	
Article 18: Varying proposals by bidders.....	
Article 19: Preparatory meeting to the establishment of bids.....	
Article 20: Form and signature of bids.....	

D. Submission of bids.....

Article 21: Sealing and marking of bids.....	
Article 22: Data and time-limit for submission of bids.....	
Article 23: Out of time-limit bids.....	
Article 24: Modification, substitution and withdrawal of bids.....	

E. Opening of bids and evaluation of offers.....

Article 25: Opening of bids.....	
Article 26: Confidential nature of the procedure.....	
Article 27: Clarifications on the offer and contact with Contracting Authority.....	
Article 28: Determination of their conformity.....	
Article 29: Qualification of the bidder	
Article 30: Correction of errors.....	
Article 31: Conversion into a single currency.....	
Article 32: Evaluation of financial offers.....	
Article 33: National preference.....	

F. Award of the contract.....

Article 34: Award.....	
Article 35: Right of the Contracting Authority to declare an invitation to tender unsuccessful or to cancel a procedure.....	
Article 36: Cancellation of invitation to tender or declared unsuccessful.....	
Article 37: Notification of the award of the contract.....	
Article 38: Signature of the contract.....	
Article 39: Final bond.....	

GENERAL RULES OF THE INVITATION TO TENDER

Article 1: Scope of the tender

- 1.1 The Contracting Authority as defined in the Special Regulations of the invitation to tender hereby launches an invitation to tender for the construction and/or completion of the works described in the Tender File and briefly described in the Special Regulations.
The name, identification number and number of lots which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.
- 1.2 The bidder retained or the successful bidder shall complete the works within the time- limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.2 In this Tender File, the term “day” means a calendar day.

Article 2: Financing

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

Article 3: Fraud and corruption

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

a) The following definitions shall be admitted:

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

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

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

Article 4: Candidates allowed to compete

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

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

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

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

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

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

Article 6: Qualification of bidder

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

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-

qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

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

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

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

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

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

Article 7: Visit of works site

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

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

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

B. Tender File

Article 8: Content of Tender File

8.1 The Tender File describes the works forming the subject of the contract, sets the consultation procedure of contractors and specifies the terms of the contract. Besides the addendum (addenda)

published in accordance with article 10 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1. The letter of invitation to tender (for restricted invitation to tender);

Document No. 2. The tender notice;

Document No. 3. The General Regulations of the invitation to tender;

Document No. 4. The Special Regulations of the invitation to tender;

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

Document No. 8. The bill of quantities and estimates;

Document No. 9. The sub details of unit prices;

Document No. 10. Model documents of the contract:

a. The execution schedule;

b. Model of forms presenting the equipment, personnel and references;

c. Model bidding letter;

d. Model bid bond;

e. Model final bond;

f. Model of bond of start-off advance;

g. Model of guarantee in replacement of the retention fund;

h. Model contract;

Document No. 11. Models to be used by bidders;

a. Model contract;

Document No. 12. Justifications of preliminary studies; to be filled by the Project Owner or Delegated Project Owner;

Document No. 13. List of first grade banking establishments or financial institutions approved by the Minister in charge of Finance authorised to issue bonds for public contracts to be inserted by the Contracting Authority.

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

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

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

Article 10: Amendment of the Tender File

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

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

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

C Preparation of bids

Article 11: Tender costs

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

Article 12: Language of bid

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

Article 13: Constituent documents of the offer

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

Volume I: Administrative documents

They include:

I. All documents stating that the bidder:

- Has complied with all declarations provided for by the laws and regulations in force;
- Is current with his taxes, contributions, fees or levies of any kind whatsoever;
- Is not in a State of liquidation or bankruptcy;
- Is not struck by one of the prohibitions and disqualifications criteria provided for by the legislation in force.

II. Bid bond(s) issued is are in conformity with the provisions of article 15 of the present RGAO;

III. A written confirmation authorizing the signatory of the offer to engage the bidder

IV. The CCAP is duly initialled on each page and signed on the last page.

V. Localization plan is duly signed by the authority concern.

b. Volume II: Technical Offer

It includes:

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

c. Volume 3: Financial offer

It includes:

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

In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

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

Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder .
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the

contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.

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

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

Article 15: Currency of bid and payment

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

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

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

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

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

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

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

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

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

Article 16: Validity of bids

- 16.1 Bids must remain valid during the period stated in the Special Regulations from the date of submission of the bids fixed by the Contracting Authority, in application of article 22 of the Special Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in compliance.
- 16.2 Under exceptional circumstances, the Contracting Authority may seek the approval of bidders to extend the validity time-limit. The request and the responses that will be given shall be in writing (or by fax). The validity of the bid bond provided for in article 17 of the General Regulations shall equally be extended for a corresponding duration. A bidder may refuse to extend the validity of his bid without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his bid nor shall he be authorised to do so.
- 16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

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

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which bid bond shall be a full part of his bid.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with the provisions of article 16 (2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Tenders Board as not in conformity. The bid bond of associated enterprises must be established in the name of the group submitting the bid and mention each member of the associated grouping.
- 17.4 The bid bonds of bidders who are not retained shall be returned within fifteen (15) days after publication of the award result.
- 17.5 The bid bond of the successful bidder shall be released as soon as the latter would have signed the contract and furnished the required final bond.
- 17.6 The bid bond may be seized:
- (a) if the bidder withdraws his bid during the period of validity;
 - (b) if the retained bidder:
 - i) fails in his obligation to register the contract in application of article 38 of the General Regulations;
 - ii) fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
 - iii) Refuses to receive notification of the Administrative Order to commence execution.

Article 18: Varying proposals of bidders

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

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

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

Article 19: Preparatory meeting to the establishment of bids

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

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

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

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

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

Article 20: Form and signature of bid

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

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

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.2 The external and internal envelopes:

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

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

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

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

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

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

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

Article 23: Late bids

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

Article 24: Modification, substitution and withdrawal of bids

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

- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

E. Opening of envelopes and evaluation of bids

Article 25: Opening of envelopes and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked “**withdrawal**” shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked “**Replacement bid**” are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked “**modification**” shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.

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

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

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

Article 26: Confidential nature of the procedure

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

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

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

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

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

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

Article 28: Determination of compliance of bids

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

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

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

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

ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;

iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File?

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

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

Article 29: Qualification of the bidder

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

Article 30: Correction of errors

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

(a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

(b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.

(c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

- 32.1 Only bids considered as being in compliance, as per the provisions of article 28 of the General Regulations, shall be evaluated and compared by the Evaluation sub-committee.
- 32.2 By evaluating the bids, the Evaluation Sub-committee shall determine for each bid the evaluated amount of the bid by rectifying the amount as follows:
- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
 - b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
 - c) By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
 - d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
 - e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
 - f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
 - g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.
- 32.3 The estimated effect of price revision formulae featuring in the GAC and SAC applied during the period of execution of the contract shall not be considered during the evaluation of bids.
- 32.4 If the bid judged the lowest bid is considered abnormally low or strongly unbalanced in relation to the estimates of the Project Owner for the works to be executed in this contract, the Tenders Board may, from the sub-details of prices furnished by the bidder for any element or all the elements of the bill of quantities and estimates, verify if these prices are compatible with the construction methods and proposed calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

Article 33: Preference granted national bidders

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

Article 34: Award

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

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

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

Article 36: Notification of award of the contract

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

Article 37: Publication of results of award and petitions

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

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

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

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

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

Article 38: Signing of the contract

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

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

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

Article 39: Final Bond

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

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

- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

<p>DOCUMENT N°. 3:</p> <p>SPECIAL REGULATIONS OF THE INVITATION TO TENDER</p>

Special regulations of the invitation to tender

1) PURPOSE OF THE TENDERS:

The purpose of the tender is the construction of a Bridge over Tingwei river in Tiben village with a span of 4.9m, BATIBO Sub Division Momo Division of the North-West Region, launched by the Mayor of Batibo Council Within the framework of 2020 MINTP – ROAD FUND by Invitation to tender
Reference: N°07/ONIT/BC/BCITB/2020 of 07/08/2020

This invitation to tender comprises follows:

Lot N°:	Project name	Project Amount	Amount for bid bond	Cost of tender file:	Budget Heads
01	Construction of the Bridge over Tingwei river in Tiben village with a span of 4.9m	24 614 F 983 CFA	493 000 F CFA	37 000 F CFA	

2) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Contracting Authority shall be one hundred and twenty days (120) days maximum, as from the date of notification of the service order.

3) SOURCE OF FINANCING

The said Works shall be financed by the MINTP (ROAD FUND) for the 2020 financial year assigned to the Mayor of BATIBO Council as Authorizing officer.

4) CONSISTENCY OF BIDS

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach Batibo Council, not later than 27/08/2020 at 10.00 am, local time. It should be labelled as follows:

"Open National Invitation to Tender, Emergency Procedure"

N°07/ONIT/BC/BCITB/2020 OF 07/08/2020

For the construction of a bridge over Tingwei river in Tiben village with a span of 4.9m, Batibo Sub-Division, Momo Division of the North-West Region.

«To be opened only during the bid opening session»

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

Internal envelopes

Construction of a Bridge Over Tingwei river in Tiben village with a span of 4.9m, Batibo Council 2020

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

The first internal envelope shall be labeled;

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

ENVELOPE A: ADMINISTRATIVE DOCUMENTS

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force(.dated , signed And stamped by the contractor)
A.2	Certified Copy of the certificate of incorporation, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury
A.6	A bid bond of 493 000 FCFA (fourhundred and ninety threethousandFCFA)issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance
A.9	A valid Certificate of imposition certified by the chief of centredated at most 3 months.
A.10	Business License (photocopy certified by chief of centre, not more than three months).
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of centre. Dated at most 3 months.
A.12	A certificate of payment of all assessed taxes, delivered by the chief of centre. Dated at most 3 months.
A .13	Plan and attestation of localization signed by the taxation authorities
A .14	CCAP completed and initialed on all the pages

NB:

- *The above administrative documents should be forwarded in their originals or certified true copies dating not more than three months old.*

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

ENVELOPE B: - VOLUME II TECHNICAL OFFER

Doc N°	DESIGNATION
B1	General presentation of bids <ul style="list-style-type: none"> ➤ Properly bound. ➤ Table of content. ➤ Separators in color apart from white ➤ Presentation of documents in the order given in this tender. ➤ Clearness of the documents
B.2	REFERENCES OF SIMILAR WORKS EXECUTED <ul style="list-style-type: none"> ➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last four (04) years. ➤ Show proof of similar projects executed by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2019 projects) or final reception (for 2016 and/or 2018 projects) and related contracts, and jobbing orders).
B.3	PERSONNEL <p>Bidders shall undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV signed by the candidate, a certified copy of the technical diploma, attestation of presentation of original of the technical diploma, an attestation of availability signed by candidate and Certified copy of ID card) notably.</p> <ul style="list-style-type: none"> ➤ A works supervisor with at least the level a civil or rural engineer with at least four (04) years professional experience in the domain of civil construction or similar works. ➤ A foreman with at least the level of a senior technician in civil or Rural Engineering with at least four (04) years of professional experience in the domain of civil construction or similar works. ➤ Other support staff or semi-skilled workers - A Carpenter with at least the level of a CAP Menuiserie with 4 years professional experience on building construction or similar works. - A Builder with at least the level of a CAP Maçonnerie with 4 years professional experience on building construction or similar works.

B.4	<p>Equipment and Construction Tools</p> <p>The List of equipment the bidder intends to use on site</p> <p>The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work to be carried out.</p> <p>➤ Equipment :</p> <ul style="list-style-type: none"> - Legalized Registration document (pickup or van, truck, vibrator and a hand Compactor, concret mixer etc.) or Legalized document to hire equipment. <p>➤ Construction Tools</p> <ul style="list-style-type: none"> - List of small construction tools or assorted tools signed by the head of the company. - The bidder Should show justification of construction tools by producing legalized receipts of : (Wheel barrows; Spades; Hammersetc)
B.5	<p>Technical notes on the methodology and the execution of works.</p> <p>The bidder will produce a technical note dated and signed on the last page providing all the following information.</p> <ul style="list-style-type: none"> - The mode of execution of the works - The planning of intervention, the expected output - supply of materials or site equipment - Measures of safety and protection of the environment - Administrative and technical organization of the enterprise
B.6	<p>Attestation of site visit and Site visit Report</p> <ul style="list-style-type: none"> ➤ Attestation of site visit signed by both the Head teacher of the school and the contractor or their representatives ➤ Site visits Report .The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed and stamped by the contractor (pictures of the site where the classrooms are to be constructed, consistency of work and execution plans).
B.7	<p>Financial Capacity of the Bidder</p> <p>Pre – Financing capacity from a banking institution of first order approved by the Ministry in charge of finance, not less than 25% of the amount required in the offer.</p>
B.8	<p>The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).</p>
B.9	<p>The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).</p>

ENVELOPE C: FINANCIAL OFFER

Doc N°	DESIGNATION
C.1	The bid itself according to the model attached, stamped at the rate in force, dated, signed And stamped by the contractor.
C.2	The unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)
C.3	Detail quantities and cost estimates of works completed(signed And stamped)
C.4	The sub-details of prices according to the model attached(signed And stamped)

5) Currency of bid and settlement

5.1. The value of the contract shall be in national currency (FCFA). The amount of the bid, the unit prices, the price Bill of quantities and sub detailed of unit prices shall be entirely in CFA Francs in the following manner:

a. Prices will be entirely settled in CFA Francs. Any bidder, who wants to engage expenditures in other currencies for the execution of the work, shall indicate in an annex to his submission, the percentage of the amount of the offer required to cover the needs in foreign currencies, without exceeding a maximum of three currencies of Member countries of the institution financing the contract.

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

The contract prices are firm and no-revisable.

6) Submission of bids :

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Batibo Counciloffice not later than 27/08/2020 at 10 am local time. It should be labelled as follows

"Open National Invitation to Tender, Emergency Procedure"

N°007/ONIT/BC/BCITB/2020 OF 07/08/2020

For the construction of a bridge over Tingwei river in Tiben village with a span of 4.9m, Batibo Sub-Division, Momo Division of the North-West Region.

«To be opened only during the bid opening session»

7) EVALUATION OF TENDERS

7.1. Opening of bids

The bids shall be opened in single phase. The opening of the administrative documents and the Technical and Financial offers shall take place on the 27/08/2020 at 11am local time, by the council Tenders Board at the Conference Hall of Batibo Council.

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

Representatives of bidders shall have to sign a form stating their presence at the opening of tenders.

7.2. Clarification on the bids

The request for clarification and the response shall be done in writing. No change of the offer price shall be requested, proposed or authorized.

7.3. Examination of bids

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

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

7.4. Evaluation and comparison of bids

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

The evaluation of bids shall be in two steps: technical and financial evaluation.

7.4. 1. Technical evaluation

7.4.1. 1. Eliminary criteria

Eliminary criteria will focus on the following aspects:

- Absence of an element in the administrative file;
- Deadline for delivery higher than prescribed;
- False declaration, forged or scanned documents;
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder.
- Two Bids with the same personnel
- Incomplete financial information.
- Technical assessment mark lower than 80% of "Yes".

7.4.1. 2 Essential criteria

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

- General presentation of the tender files;
- References of the company in the similar achievements;
- Experience of supervisory staff ;
- Logistics;
- Methodology;
- Financial capacity;
- Attestation of site visit signed by both the Head teacher of the school and the company administrator or their representatives;

- Report of site visit signed by the company administrator
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped).
- The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped);
- Pre – Financing capacity **not less than 25%** of the amount required in the offer

7.4.1.3 Main qualification criteria

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

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

This evaluation shall be done in a purely binary method with a (yes) or a (no) with an acceptable minimum of 80% of the essential criteria taken in account.

The contract shall be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having satisfied to **100%** of the eliminatory criteria and at least 80% of the essential criteria.

A) The company's references:

Similar works in the last four (4) years (2016-2017). The bidder shall justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amounts from the realizations and the quality of the work (certificate of completion and/or minutes of(provisional or final) reception and related contracts, and jobbing orders).

b) Essential equipment

Essential equipment that the contractor shall make available for the contract (registration documents, purchase receipt) shall be the following: 4 x 4 pickup vehicle or van for the transportation of personnel and other materials such as a Vibrator or Legalized document to hire equipment.

C) The qualification of site personnel:

A works supervisor with at least the level a civil or rural engineer with at least five (05) years professional experience in the domain of civil construction or similar works.. (Attached a certified copy of certificate, CV, attestation of presentation of original of the technical diploma, an attestation of availability sign by candidate and a certified copy of ID card)

A foreman with at least the level of a senior technician in civil engineering or Rural Engineering with at least four (04) years of professional experience in the domain of civil construction or similar works. (Attached a certified copy of certificate, CV, attestation of presentation of original of the technical diploma, an attestation of availability sign by candidate and a certified copy of ID card)

Other support staff or semi-skilled workers

- 02 (Two) builder (1)and technician (1) with 4 years professional experience on building construction or similar works.

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

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

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

E) Self-financing capacity:

An attestation of financial credibility issued by the same Bank as for the bid bond (access to a credit or of other financial facilities to ensure the gross margin of self-financing necessary for the duration of the contract.)

The available amount shall be at least more than or equal to amount required in the offer.

7.4.1. 3 other criteria

7.4. 2. Financial evaluation

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

Award of Contract

Subject to the clause of article 6 of the present OMPP, the Contracting authority will award the contract to the bidder whose offer has been recognized substantially responsive to the requirement of the Tender file and has submitted the lowest feasible evaluated bid price.

9) Right of the Contracting authority to accept or reject any offer

Notwithstanding article 5 of the present OMPP, the Contracting authority reserves the right to cancel the tendering process at any time before the opening of the tenders, without incurring liability to the bidders affected by its decision, nor obligation to inform them of the reasons for its decision.

10) Site Visit

A site visit is recommended to participating companies in this Tender file.

11) Period of validity of tenders

The period of validity of the tender is 90 days from the date of deposition of the offers.

12) Performance guarantee

Within fifteen (15) days from the date of notification of the contract, the contractor shall provide a guarantee of three percent (3%) of the amount of the contract (all taxes inclusive), to ensure full implementation.

13) COMMENCEMENT OF WORK:

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

- The Authorizing officer;
- The Divisional Delegate of MINTPor his representative;
- The Divisional Delegate of MINMAP or his representative;
- The Project Manager

DOCUMENT N°. 4: SPECIAL ADMINISTRATIVE CONDITIONS

SPECIAL ADMINISTRATIVE CLAUSES (SAC)

Table of contents

CHAPTER I: GENERAL

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

CHAPTER II: FINANCIAL CLAUSES

- Article 11 - Guarantees and securities (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Evaluation of works (article 23 supplemented)
- Article 16 - Advances (article 28 of GAC)
- Article 17 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 18 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 19 - Penalties for delay (article 32 of GAC supplemented)
- Article 20 - Final detailed account (article 35 of GAC)
- Article 21 - General and final detailed account (article 35 of the GAC)
- Article 22 - Tax and customs schedule (article 36 of GAC)
- Article 23 - registration and Stamp duty (article 37 of GAC)

CHAPTER III: EXECUTION OF THE WORKS

- Article 24 - Nature of works
- Article 25 - Role and responsibilities of the Project Owner (GAC supplemented)
- Article 26 - Execution time-limit of the contract (article 38 of the GAC)
- Article 27 - Role and responsibility of the contractor (article 40 of GAC)
- Article 28 - Provision of documents and site (article 42 of the GAC)
- Article 29 - Insurance of structures and civil liabilities (article 45 of GAC)
- Article 30 - Documents to be furnished by the contractor (Article 49 of the GAC supplemented)
- Article 31 - Organization and security of sites (article 50 of GAC)

Article 32 - Implantation of structures (article 52 of GAC)

CHAPTER IV: RECEPTION

Article 33 - Sub-contracting (article 54 of GAC)

Article 34: Works site journal (LOG BOOKS)

Article 35: Use of explosives (article 60 of the GAC)

Article 36 -Provisional Acceptance (article 67 of the GAC)

CHAPTER V: MISCELLANEOUS PROVISIONS

Article 37 - Documents to be furnished after execution (article 68 of GAC)

Article 38 - Guarantee time-limit (article 70 of GAC)

Article 39 - FinalAcceptance (article 72 of GAC)

Article 40 - Termination of the contract (article 74 of GAC)

Article 41 - Force majeure (article 75 of GAC)

Article 42 - Disagreements and Disputes (article 79 of the GAC)

Article 43 - Differences and Disputes

Article 44 - Production and dissemination of this contract

Article 41 and last: Entry into force this jobbing order

CHAPTER 1: GENERAL PROVISIONS

ARTICLE 1: SUBJECT OF CONTRACT:

The Subject of the present Jobbing Order is the construction of a **bridge over Tingwei River in Tiben village with a span of 4.9m**, Batibo Sub-Division, Momo Division of the North-West Region.

ARTICLE 2: AWARD PROCEDURE

The present jobbing order is concluded by open National Invitation to Tender

ARTICLE 3: DEFINITIONS AND DUTIES (Article 2 of GAC Supplemented)

1- General definitions

- The Contracting authority is **the Mayor of Batibo Council**. He is 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.
- The Project owner is **the Mayor of Batibo Council**, responsible for the general administrative, financial and technical assistance at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order.
- The contract engineer is **the Divisional Delegate of Public Works Momo** and is responsible for the follow-up of the execution of the contract.
- The project manager is **the Chief of Technical Service DDTP Momo** and is responsible to ensure the defense the interest at the definition, preparation, execution and acceptance stages of the services forming the subject of the jobbing order
- The beneficiary is **the local community**.

2- Security

In view of the application of the law on collateral prescribed in the Decree n ° 2018/366 of 20 June 2018, the following are designated:

- The authority in charge of ordering payment shall be the **Mayor of Batibo Council**
- The body or official in charge of payment shall be Road Fund;
- The authority in charge of the clearance of expenditures shall be the Administrator of Road Fund
- The official competent to furnish information within the context of execution of this jobbing order shall be the Project owner, contract engineer and Administrateur Du Fonds Routier.

ARTICLE 4: LANGUAGE APPLICABLE LAWS AND REGULATIONS

4.1 The language to be used shall be either English or French

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

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

Article 5: CONSTITUENT DOCUMENTS OF THE CONTRACT

The Contractual document, which form part of this jobbing order are in order of priority.

- 1) The Bid or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular element necessary for the determination of the contract price, in order of priority are the unit price schedule, the detail of lump sum prices and detailed estimates break down of the lump sum prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents,
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical conditions shall be applicable to the services forming the subject of the jobbing order.

ARTICLE 6: GENERAL APPLICABLE TEXTS

This contract shall be governed by the following general instruments:

- The special General administrative Clauses (CCLS);
- The law N ° 96/12 of 05 August 1996 on the management of environment;
- The texts governing the trade;
- The Decree N ° 2004/275 of 24 September 2004 to institute the Public Contracts Code;
- Decree n ° 2001/048 of 23 February 2001 relating to the setting up, Organization and functioning of the Public Contracts Regulation Agency ARMP.
- Decree n ° 2003/65/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order N°093/CAB/PM of 5 November 2002 to fix the amount of the bid bond and the purchase fees for tender files;
- Order N°22/CAB/PM of 02 February 2011 to lay down conditions for the recruitment of individual consultants;
- Order N°23/CAB/PM of 02 February 2011 to lay down conditions for the implementation of request for quotation;
- Circular No. 004/CAB/PM of 30 December 2005 relating to the application of the Public Contracts Code;
- Circular No. 003/CAB/PM of 18 April 2008 relating to the observance of the rules governing the award; execution and control of Public Contracts;
- Circular No. 002/CAB/PM of January 31, 2011 on the improvement of the performance of the Public Contracts system;
- Circular No. 003/CAB/PM of January 31, 2011 defining the conditions for the management of the changes of the economic conditions of Public Contracts;
- Decree N°2012/074 of 08 march 2012 relating to the creation, organization and functioning of the Public Tenders Board;

- Decree N°2012/075 of 08 march 2012 to organize the Ministry of Public Contracts;
- Decree N°2012/076 of 08 march 2012 to amend and supplement certain provisions of decree N°2001/048 of 23 February 2001 relating to the creation, organization and functioning of the Public Contracts Regulatory Agency (ARMP);
- Circular N°001/CAB/PR of 19 June 2012 on the award, the control of execution of public contracts;
- The circular No 000008349/C/MINFI of 30th December 2019 on instructions relating to the execution of the finance law, the control and the follow up of the execution of the State Budget, Administrative, Public Establishment, of Councils and State Organizations;
- Unified Technical Documents (DTU) for building works;
- The CCTP;
- The Norms in force in the Republic of Cameroon;
- Order No 00002/MINEPDED of 08th February 2016 stating the format of terms of reference and the content of an Environmental Impact Notice (EIN).
- Other texts specific to contracting fields.

Article 7: COMMUNICATION

- 7.1 All notifications and written communication within the framework of this jobbing order shall be sent to the following address:
- a) In the case where the contractor is the addressee : beyond the time-limit of 15 days fixed in Article 6 (1) of the GAC to make his domicile known to the Chief of Service and immediately after completion of the works, correspondences shall be validly address to Batibo Council.
 - b) In the case where the Project Owner is the addressee:
Sir/Madam _____ [to be specified] with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline
 - c) In the case where the Contracting Authority is the addressee: The Divisional Delegate of Public Contracts for Bui with copies addressed to the Chief of Service and the Engineer.
- 7.2 The contractor shall address all written notifications or correspondences to the Engineer with a copy to the Chief of Service.

ARTICLE 8: ADMINISTRATIVE ORDERS

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

The Administrative Order to start execution of works shall be signed by the Contracting Authority and notified to the contractor by the Project Owner with a copy to the Contracting Authority, the Contract Manager, Contract Engineer, the Paying Body and the Project Manager, where applicable.

Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the

Control Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

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

ARTICLE 9: CONTRACTS WITH CONDITIONAL PHASES (ARTICLE 9 OF GAC)

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

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

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

ARTICLE 10: CONTRACTOR'S EQUIPMENT AND PERSONNEL (Article 15 of GAC supplemented)

- 10.1 Any modification, even partial, made in the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have the personnel replaced by a staff of equal competence (qualifications and experiences).

- 10.2 In any case, the list of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **Seven (07) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the jobbing order as mentioned in article 45 below or the application of penalties *[to be specified where need be]*.

CHAPTER 2: FINANCIAL CONDITIONS

ARTICLE 11 GUARANTEES AND BONDS (Articles 29 and 41 of GAC)

11.1 Final bond

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

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

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

11.2 Performance bond (Guarantee Retention)

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

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

11.3 Guarantee of start-off advance

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

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

ARTICLE 12: AMOUNT OF THE CONTRACT

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

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

ARTICLE 13: PLACE AND METHOD OF PAYMENT

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

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

ARTICLE 14: PRICE VARIATION (Article 20 of GAC)

Prices shall be firm and not subject to any price revision.

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

1.1 Price updating modalities (not applicable)

ARTICLE 15: EVALUATION OF WORK DONE

The work done shall be evaluated using the unit price.

ARTICLE 16: ADVANCES (article 28 of the GAC)

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

16.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.

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

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

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

Article 17: PAYMENT FOR WORKS (articles 26, 27 and 30 of the GAC supplemented)

17.1 Establishment of works executed

Before the 30th of each month, the contractor and the Project Manager shall jointly establish a job cost sheet which summarises and fixes the quantities executed and established for each item on the schedule during the month and capable of giving entitlement to payment.

17.2 Monthly detailed account

No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

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

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

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

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

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

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

17.3 Detailed account of start-off account (if applicable).

ARTICLE 18: INTEREST ON OVERDUE PAYMENTS (Article 31 of the GAC)

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

ARTICLE 19: PENALTIES FOR DELAY

A. Penalties for lateness.

19.1 The amount set for penalties for delays is set as follows:

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

19.2 The cumulated amount of penalties for delay shall be limited to ten percent (10%) of the initial jobbing order inclusive of all taxes.

B. Specific penalties.

19.3 Apart from penalties of overrun of the contractual deadlines, the contractor is liable to the following special penalties for the non-respect of the provisions of the contract. Notably:

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

ARTICLE 20: FINAL DETAILED ACCOUNT (article 34 of the GAC)

20.1 [Indicate the time-limit available to the contractor to forward the draft to the Project Manager, after the date of provisional acceptance of the works (maximum 1 month)].

After completion of the works and within a maximum time-limit of **30 days** after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

20.2[Indicate the time-limit available to the Contract Manager to notify the corrected and approved draft to the Project Manager (maximum one month)].

20.3[Indicate the time-limit available to the contractor to return the signed final detailed account (maximum 1 month)].

ARTICLE 21: GENERAL AND FINAL DETAILED ACCOUNT (article 35 of the GAC)

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

At the end of the guarantee period which results in the final acceptance of the works, the Contract Manager draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the Contracting Authority. This detailed account includes:

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

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

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

ARTICLE 22: TAX AND CUSTOMS SCHEDULE

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

- Taxes and dues relating to industrial and commercial projects, including the AIR which is a deduction on company taxes;
- Registration dues in accordance with the tax code;
- Dues and taxes attached to the execution of services provided for in the jobbing order;
- Duties and taxes of entry in to Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the execution of building materials and water.

These elements shall be included in the costs which the enterprise inputs on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes. All prices inclusive taxes mean VAT included.

ARTICLE 23: REGISTRATION AND STAMP DUTY

Seven (7) original copies of the present jobbing order shall be stamped and registered at the expense of the contractor, in accordance with the applicable regulations.

CHAPTER III: EXECUTION OF THE WORKS

ARTICLE 24: NATURE OF THE WORKS (article 46 of GAC)

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

ARTICLE 25: ROLE AND RESPONSIBILITIES OF THE PROJECT OWNER (GAC supplemented)

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

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

ARTICLE 26: EXECUTION TIME-LIMIT OF THE CONTRACT (article 38 of the GAC)

26.1 The time-limit for the execution of the works forming the subject of this contract shall be **one hundred and twenty (120) days**.

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

ARTICLE 27: ROLES AND RESPONSIBILITIES OF THE CONTRACTOR

The contractor shall be responsible for the works for which he has been chosen. To this effect, his mission shall be to ensure its execution under the supervision of the Engineer in conformity with the regulation and standards in force and in respect to the work schedule. The contractor shall also be expected to carry out all the necessary calculations, chose and buy all machines, adequate materials etc. required for the work and engage suitable workers.

The contractor confirms that he has verified the volume of work to be executed and that he is reputed to have taken perfect cognizance of the scope of the works and the necessity for prompt action to request irrespective of whether he has to use his own equipment or hire equipment to execute the work. To this end, he cannot use any omission or under estimation of the works to make any claims of any nature whatsoever.

Removal of equipment, materials, installations and work site waste shall be carried out by the contractor before reception, failing which the Contracting Authority shall automatically proceed with it soon after the expiry date, at the contractor's expense.

ARTICLE 28: PROVISION OF DOCUMENTS AND SITE (article 42 of the GAC)

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

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

ARTICLE 29: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES (article 45 of GAC)

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

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

ARTICLE 30: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR (Article 49 of the GAC supplemented)

[Specify the deadlines for the transmission of documents as well as those of approval by persons to be designated]

30.1 Programme of works, Quality Assurance Plan and others (to be specified).

a) Within a minimum deadline of *[Fifteen (15) days]* from the date of notification of the Administrative Order to commence execution, the contractor shall submit in *[six (6)]* copies for the approval of *[Contract Manager after the endorsement of the Project Manager (or Project Engineer)]* the execution programme of the works, his supply calendar, his draft Quality Assurance Plan and the Environment Management Plan, where applicable.

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

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

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

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

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

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

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.

- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

30.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most one month (*specify the duration which must not exceed one month*) prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The Contract Manager or Project Manager has a deadline of *fifteen (15) days* to examine and make known his observations. The contractor then has a deadline of [*eight days*] to present a new file including the said observations.

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

ARTICLE 31: ORGANISATION AND SAFETY OF SITES (article 50 of the GAC)

31.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of (01) one month after the notification of the Administrative Order to commence work.

31.2 The contractor shall respect all standard safety measures during the execution and shall clear the site upon completion of the works

ARTICLE 32: IMPLEMENTATION OF STRUCTURES

32.1 The engineer shall within a maximum of fifteen (07) days following the date of notification of the service order to commence work, make himself available to the contractor for the setting out of the structures

Commencement of work: Before the commencement of work, the authorizing officer shall convene an enlarged site meeting with the following in attendance:

- The Project Owner(authorizing officer).....Chairman
- Contract engineer,.....Member
- The Divisional Delegate of MINMAP or his representative,.....Observer
- The Project Manager;..... Secretary
- The CDO Batibo CouncilMember
- The Contractor or his Representative..... (Member)

ARTICLE 33: SUB-CONTRACTING

This jobbing order may give rise to sub-contracts or subsidiary orders with a maximum accord of 30% of the initial jobbing order amount.

However, any recourse to sub-contractors or placing of subsidiary orders shall be subject to the prior authorization of the Contracting Authority. Notwithstanding the recourse to sub-contracting or placing of subsidiary orders, the contracting partner shall be responsible for the execution of all the obligation of the said jobbing order.

ARTICLE 34: WORKS SITE JOURNAL (LOG BOOKS)

- 34.1 The worksite journal shall be systematically jointly signed by the Engineer and the Contractor's representative each site visit.
- 34.2 It is a joint document in a single copy. Its pages shall be numbered and initialled. No page should be removed. The erased or cancelled parts shall be mentioned on the margin for validation.

Article 35: Use of explosives (article 60 of the GAC)

Subject to restrictions or prohibitions possibly stipulated in the SAC, the contractor must take under his responsibility, all the necessary precautions so that the use of explosives is not dangerous to the personnel and third parties and does not cause damage to neighbouring property and structures as well as to the structure forming the subject of the contracting.

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CHAPTER IV: ACCEPTANCE

ARTICLE 36: PROVISIONAL ACCEPTANCE (article 67 of the GAC)

36.1 PRE- ACCEPTANCE OPERATIONS

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

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

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

- The Contract Engineer..... (Member)
- A representative of the contracting Authority..... (Member)
- The Contractor or his Representative..... (Member)
- The Project Manager (Secretary)

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

36.2 Acceptance The contractor shall request the Authorizing officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the contract Engineer and call for the task by a letter of invitation

The acceptance commission shall comprise:

- The project owner/contracting authority or his representative..... President,
- The project manager or his representativeSecretary,
- The contract engineer.....Member,
- The representative of the beneficiary populationMember,
- The CDO Batibo CouncilMember,
- The representative of MINTP Y'de.....Member
- The DDMINMAP Momo.....Observer,
- The contractor or his representative.....Observer.

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

of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

ARTICLE 37: DOCUMENTS TO BE FURNISHED AFTER EXECUTION

37.1 The contractor shall furnish within one (1) month after completion of the works three (3) copies of all working documents and drawings as executed, especially those relevant to the maintenance of the works.

37.2 A penalty of 30% of the guarantee retention shall be retained in the event where the contractor fails to comply with Article 34.1 above.

ARTICLE 38: GUARANTEE TIME LIMITS

The guarantee period shall be one (1) year to run from the date of the provisional reception of the works.

ARTICLE 39: FINAL ACCEPTANCE

Final reception shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the guarantee period.

The procedure for final reception shall be the same as for provisional reception.

CHAPTER V: MISCELLANEOUS PROVISIONS

ARTICLE 40: TERMINATION OF THE CONTRACT (article 74 of the GAC)

The jobbing order may be terminated as provided for in Part III Paragraph 2 of Decree No. 2004/275 of 24 September 2004 instituting the Public Contracts Code and equally under the conditions laid down in Articles 74, 75 and 76 of the GAC especially in case of:

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

ARTICLE 41: FORCE MAJEURE (Unforeseen Circumstances)

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

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

ARTICLE 42: DISAGREEMENTS AND DISPUTES (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before the competent court in Bui Division of the Republic of Cameroon.

ARTICLE 43: DIFFERENCES AND DISPUTES

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the Batibo court of first instance of the North West Region, Republic of Cameroon.

ARTICLE 44: PRODUCTION AND DISSEMINATION OF THIS CONTRACT

The jobbing order shall be produced by the Contracting Authority and the contractor shall multiply it in Ten (10) copies at his expenses.

ARTICLE 45 AND LAST: ENTRY INTO FORCE OF THIS JOBBING ORDER

This jobbing order shall be regarded as finally concluded after its signature by the Mayor of Batibo Council and it shall only come into force after it has been notified to the Contractor

DOCUMENT N°. 5
SPECIAL TECHNICAL CONDITIONS (STC)

SPECIAL TECHNICAL SPECIFICATIONS

CHAPTER ONE: GENERAL PROVISIONS

7.1. TECHNICAL SPECIFICATIONS OF WORKS

7.1.1. OBJECT OF THIS DOCUMENT

This book of technical specification of works is aimed at setting the rules and techniques of construction as well as the procedure of work envisaged THE CONSTRUCTION OF A BRIDGE OVER TINGWEI RIVER IN TIBEN VILLAGE, Batibo Sub Division, MOMO Division, North-West Region.

7.1.2. PROCEDURE OF WORK

The realization of the works was conceived according to the principles of the construction of bridges in Cameroon.

7.1.3. CONSISTENCE OF WORK

The complete project comprises the following lots:

- Lot 100: SITE INSTALLATION
- Lot 200: SITE PREPARATION
- Lot 300: EARTH WORKS
- Lot 400: FOUNDATION, ABUTMENTS, BEAMS, AND SLAB WORKS,
- Lot 500: ASSEMBLINGS
- Lot 600: PAINTING
- Lot 700: EQUIPMENT

These works shall be executed as outlined in the next few paragraphs

GENERAL TECHNICAL SPECIFICATIONS

A.1. TECHNIQUES OF REFERENCE DOCUMENTS

For the execution of the work, the contractor will be subject to the requirements and following basic technical documents:

- New technical rules of design and calculations of the works and constructions in reinforced concrete method of the limit states' (BAEL)-EDITION 91.
- French or similar standards approved in Cameroon.
- The rules of Cameroon for the construction and urban planning.
- The notebooks of the clauses and conditions imposed on the construction of public works and buildings in the Republic of Cameroon.
- Standards (AFNOR-CSTB) and technical documents unified (DTU)

A.4. MATERIALS CONSTITUTING THE CONCRETE

A.4.1 Aggregates.

All aggregate sites will be stored in compartments designed to this effect. Only aggregate authorized on the site are the following;

- 0/5 Crushed gravel
- Crushed gravel 5/15
- Crushed gravel 15/25
- Natural sand or crushing /5 (proportion of items retained on the sieve of 5mm must be less than 10%)

A.4.2. Gravel

They shall be obtained from a variety of quarries including river deposits, manual or machine crushed, chosen by the Contractor and approved by the Supervisor. They should be clean (constituents eliminated through settling should be less than 2%) and their grading will be 5 to 15mm and 15 to 25mm suited to various use. If deemed necessary, it shall be washed before use. Gravel particles of less 5mm retained in each of the above grades should not exceed 10% by weight. Gravel shall be free from dirt, clay or any organic matter which should be less than 1.5% and if deemed necessary, it should be washed before use as indicated by the supervisor.

A.4.3. Sands

Sands will have the characteristics specified in the tables relating to the type-approval tests. Sands will be fine, granular and crunching on hand, not sticking. They will get rid of any part earthy or limestone, of various waste, debris and wood.

The nature and origin of sand remains a subject to the controller's approval. The sand component should be more than 75% and the very fine constituents eliminated by settling should be less than 5%. The sand should pass a standard sieve and must be of high quality and free from dirt, clay or any organic matter and if deemed necessary, it should be washed before use.

- For mortar mixes the recommended standard sieve size is 2 to 2.8mm
- For plaster mortar mixes the recommended standard sieve size is 2mm
- For mass concrete mixes the recommended standard sieve is 5mm
- For reinforced concrete mixes the recommended standard sieve is 5mm.

A.4.4. Cement.

The cement will be CPA 45 or 35CPJ artificial Portland cements 215.325 standard P.15.302. They will be delivered on site paper bagged six layers. Any wet cement or having been altered by the humidity will be dismissed and removed immediately from the site.

They shall be Ordinary Portland Cement, CPJ 35 manufactured only by CEMENCAM or any other national cement factory, obtained from an approved bulk cement supplier. The bulk supplier must have not kept the cement in stock for more than two weeks. The contractor shall not stock cement on the site for more than three months. The cement must be stacked on 10cm wooden surface in a well ventilated store that is dry and warm, free from moisture. The quality and state of cement shall be verified by the supervising engineer before use. The use of imported cement is strictly prohibited.

The contractor will inform the work of the constitution of its supplies.

Conflicting samples will be carried out on each batch and submitted at the expense of the contractor to the tests prescribed by the standard P.15.301 of the AFNOR in a certified laboratory.

Lots that do not possess characteristics required will have to be removed from the stock intended for work and evacuated from the site.

BaGTC must be in good condition at the time of their installation on the site and retained areas covered, perfectly dry and an area of isolated boards of ten centimeter ground (10cm) to a minimum.

A.4.5. Water.

The water used for construction purpose should be clean and free from any impurities which can affect the quality of the mixed materials. It should therefore be fit for drinking and the mix ratio should range between 0.4 and 0. by weight and context.

A.4.6. Steel

All frames or metal mesh implemented in concrete shall conform to the specifications of the 91 BAEL. The steel will have the characteristics of the standard French 35.001AFNOR. steels used on site will be the grade Fe E24 for mild steel and Fe E40 for high yield steels. The bars will be cut to the shear.

Bending will be cold, either manually or mechanically and diameter or greater than 32mm, provided that it is made use of control device in avoiding overheating and following the opinion of the representative of the control.

Diameter of cores used for bending will be consistent with the BAEL 91 rules and the approval certificates. The provisions of anchorage will be normal elbows 45° to return of square or double anchor elbow. Used steels will be degreased and free of scale. Bars with defects detrimental to their mechanical resistance, such as delamination, crack or chapped skin, will not be accepted.

The reinforcements will be shaped to provide exactly the lengths and the forms provided by the drawings of the company.

Assembly of the frames must be on the workshop of the site, but in a form of beam after implementation of the cheeks ever.

Coverings of reinforcement to the shuttering walls will be 2.5cm for concrete in elevation. Coverings of reinforcement to the shuttering walls will be 4cm for foundation concrete. Coverings of reinforcement in concrete forms will be obtained using precast concrete spacers or plastic spacers that dimension will be adapted to the result to get.

The concrete spacers include chevelus of attachment to the frame. Ligatures and mounting bars will be sufficient to avoid any distortion of assembly frame, both during the manipulation at the pouring of concrete.

In case of doubt on the quality of steels supplied on site, the employer or a representative of the contractor or, where applicable, the designated contractor may request, the responsibility of the company, to tests on samples taken on site. The tests will be carried out by an approved body.

For reinforcement of floor joists, all provisions will be taken to maintain the bars in the vicinity of support in a good position. Employment in sufficient number of cross-sectional distributions will prevent this possible effect. Recoveries shall conform to the requirements of the 91 BAEL.

Reinforcement with no-adherent rust traces will be vigorously brushed before implementation in concrete forms. Shaped or not reinforcement will be stored on some planks and not on the ground.

The reinforcements will be supplied in minimum length of 12metres. The reinforcement iron rods to be used will be mild or high yield steel. No use of recycled and rusted reinforcement rods is permissible.

A.4.6. wood

Wood for formwork: type white wood or equivalent

Wood for scaffold: type hard wood, moabi, mouvingui, frake or equivalent.

A.5. THE CONCRETE.

A.5.1 Quality of Concrete.

Fifteen (15) days later after the opening of the construction site, and before any execution, the contractor shall submit to the National Laboratory "LABOGENIE" Civil Engineering or any other laboratory authorized by the control for approval, a composition of all concrete and mortars to be implemented, taking account of the materials delivered to the site.

All concrete used in the foundations (lean concrete, mass concrete, stressed and pre-stressed....) will be executed with the CPJ 35 cement. The composition of concrete implementation will be defined by an analysis of composition of FAURY, VALLETTA, DE DREUX or BOLOMAY methods, carried out by the National Laboratory of Civil Engineering. The contractor shall bear the costs of new composition in laboratory studies. All concrete for reinforced concrete must meet the conditions of required resistance. The requirements are the following.

-Characteristic of 28 days compressive strength; 20 bars

-Resistance to traction at 28 days; 22 bars.

In case these values are not obtained, the company will produce a supporting calculation note of security works concerned in accordance with the rules BAEL. 91. Otherwise, it will request the demolition of the concerned works or their strengthening.

A.5.2 Manufacture of concrete and mortar.

The manufacture of concrete will be conducted by a central concrete to weight determination. Whatever the manufacturing process used, the products obtained shall be homogeneous and perfectly coated aggregates of binders. The duration of mixing to be sufficient to achieve the result intended; once this is achieved, the mixing should not be extended.

The contractor will have any, realize a liquid concrete, given the decrease in resistance caused by excess water. The implementation of dry concrete will be facilitated by the compulsory use of the vibrator.

A sample of concrete taken directly in a waste will have to form a regular ball after quick reciprocating in the palm of the hand and detach easily from the latter without dirt. Testing the cone may be imposed. The water/cement ratio will be determined by the moisture of aggregates.

Concrete:

Concrete works shall be of 4 types:

- i. Lean concrete for foundation works where indicated shall be PC 150kg/m³ and 75mm thick.
- ii. Mass concrete for floor works; All concrete in floor construction shall be 80mm/150mm thick and dosage of PC300kg/m³
- iii. Reinforced concrete for works above ground level and not submerged for beams, slabs, lintel, columns and pillar works shall be PC350kg/m³ with thickness as shown on the construction drawings.
- iv. Reinforced concrete for underground and submerged structure works including; beams, slabs and pillar works: All reinforced concrete work dosage in these locations shall be PC400kg/m³

Underground concrete works shall be mixed with waterproof additives (Super Zaikalite-1kg powder imported) in recommended manufacturer's dosage.

Mortar:

Mortar shall be a mixture of 250 (two hundred and fifty) kilogrammes of cement per cubic metre of dry sand.

If the M250 mortar is more than 20 (twenty) millimeters thick, micro-concrete mixed with 300 (three hundred) kilogrammes of cement whose composition shall first of all be submitted for the Supervisor's approval shall be used. (Use mortar mixes for various structural components works as specified in project consulting documents available in the procurement unit of PNDP).

A.5.3. Implementation of concrete.

Concrete will be implemented as their manufacture; storage in containers requiring an addition of water at the time of employment is strictly prohibited concrete will be always carefully vibrated by cylindrical needles.

Reinforcement nodes will be willing to allow a good implementation of the concrete on the height of the considered work. The company will take all provisions to ensure an altimeter and a correct fixation of the steel to avoid their displacement during casting. Similarly, it will add all bar mounts and ligatures for correct maintenance of the works (sheaths, tubes, pipes, boxes, cleats, pre-frames. etc) taken by itself or other bodies of state in concrete forms.

The implementation of concrete will be made to the right of the beams and the sails. Before casting of a recovery, the former concrete will be carefully disposed of all gravât the jet of air compressed, transplanted to overhang or project outboard gravels and eliminate milt, then washed if necessary, resumption of concrete additives used according to the sheet fact of the product. No r resumption of concrete will be made in the visible parts of the works.

Stripping of the works will be carried out when the concrete will have acquired sufficient strength.

A.5.4. Test of Convenience.

It will be executed on the site before the start of the work, a concrete witness to each “workshop” of concrete. Workshop of concrete, consider a set determined position fixed or movable one site to another and which is served by a determined team fixtures. The minimum number of tubes subjected to test is 9.

The actual manufacture of concrete for the construction can start, after agreement of the control, if the nominal resistance to traction and compression to 7 days, are at least equal to 75/100 minimum resistance required in 28 days. The typical 28 day compressive resistance must be at least equal to 270 bars. Otherwise should immediately repeat the test with a new composition.

A.5.5. Tests of concrete during work, test tube,

They are defined in article “Test of receipt of materials”.

B.5.6. Failure to implement, surface condition.

For no-admissible by the Contracting Authority considered on concrete surface conditions, the contractor will have to run to exclusive costs a full patching of the corresponding works with a coating synthetic resin of the type SIKALATEX or equivalent. Implementation and measurements of this coating must conform to the manufacturer’s technical background.

NB: (Concrete mixes for various structural component works as specified can be consulted from the Request for Financing Document at PNDP Procurement Unit upon award of contract).

A.6. FORMWORK

A.6.1 General.

All foundation concrete structures will be carried out in ordinary form unless otherwise directed by the Contracting Authority and unless otherwise indicated on the plans.

- (a) If the ordinary forms consist of simply juxtaposed sawn wood, the latter must be level and proper bearings. The maximum gauge tolerated in joints is 2mm. the maximum vertical normally tolerated a siding between two juxtaposed sawn wood plan will be of three millimeters.
- (b) If the ordinary forms are composed of panels of agglomerated wood or plywood simply juxtaposed fibres, these panels will be proper bearings and on the same level. Joints tolerated between panels will be the same as between sawn wood. The tolerances are those of DTU 23 mentioned in the chapter IV section A.

A.6.2. Forming holes.

The holes and gaps to seal or for other purposes will be reserved by the establishment of appropriate forms, arranged so that all of their elements can be easily removed during stripping. He will be allowed to use expanded polystyrene blocks.

A.6.3. Care before concreting.

(a) Clean

The forms do not have to be stained by hydrocarbon products, such as fat, greasy, wax or rust etc. The spots will be carefully removed if necessary with ease.

(b) Cleaning

Immediately prior to the implementation of concrete, formwork will be cleaned carefully to remove dust and debris of all kinds.

Finishing of cleaning will be provided for by the air compressor.

(c) Humidification

Common wood forms will be heavily sprayed before implementation of the concrete.

Watering will be conducted as needed in several phases spread to obtain as complete as possible of the wood humidification, which will aim to strengthen the joints by swelling of the wood.

Wet surfaces shall however not be slick. Excess water will be evacuated to compressed air.

(d) Oil coating

Will be oiled coated before implementation of concrete:

- all metalformwork
- the treated forms composed of plywood panel or wood agglomerate and all concrete fibre forms for curves.
- The oil in excess at the bottom of mussels will be offset before concreting. Used oils will be so-called special release oils.

A.6.4. Maintenance.

If several jobs are planned for the same form, it will be perfectly cleaned and eventually returned in state before any new use.

A.6.5. Security staff and third parties.

The concrete forms and structural elements, which after employment possess any nails or spikes or knobs will be immediately bald their points if they are intended to be re-used.

Otherwise, they will be immediately burnt or stored out of the site, in a no-publicly accessible location.

A.7. Acceptance of materials testing.

The DTU standards specify the result of the tests required on materials and their pace.

The resistors mentioned in the tables correspond to characteristic resistance. These tests must run by the Civil Engineering National Laboratory or any other laboratory approved by the MINTP, at the expense of the company.

A.8 Pointings shall be applied to joints of all external stone masonry walls that are visible to be aesthetic. mortar shall be used for pointing, to give good cement finish.

ORIGIN OF MATERIALS

As shown on table 13

CHAPTER TWO :EXECUTION OF WORKS

A.1.1. General Instructions

It should be noted that these specifications complete the construction plans and the construction plans complete the specifications. The Supervisor shall give modifications to plans provided or technical

specifications in writing. For this purpose, a numbered page book shall be on site in which the instructions are written. Both the contractor and the Supervisor shall initial the book pages. Therefore, the contractor must execute the works in conjunction with the three documents. The contractor shall take note of any omissions or discrepancies that may exist in the three documents and call the attention of the Supervisor who is at his disposal for necessary information and inquiries. Any works carried out in negation of these instructions or provisions shall be demolished at the expense of the contractor.

A.1.2. Security.

The contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that work is underway and he shall be responsible for any accident that occurs on the works site and/or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence of the works site. Organization of work and security on the works site shall be the responsibility of the contractor.

A.1.3. Traffic

The contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the contractor and in case of any breach of contract by the latter, the supervisor may bring in a third party to correct any faults. All related expenses shall be borne by the contractor.

Where interference with traffic is inevitable, the opinion of local administrative authorities shall be required for any obstruction for a given period.

A.1.4. Site clearance.

The building site shall be cleared of grass, vegetable soil and tree stumps to prepare it for construction. Roots of trees shall be completely removed and any vegetable matter before backfilling of the foundation. The vegetable soil of 15cm should be completely cleared and piled aside before bringing back for landscaping and implementation of environmental aspects at the end of construction works.

A.1.5. Nomenclature of work (setting out of works)

The contractor shall be responsible for the setting out of the constructions works, respecting environmental and water supply norms related to positioning and distances of stand taps stipulated in the distribution network plan. He shall ensure accuracy in the positioning of the structures on the site. It shall be checked and approved by the supervisor before any excavation work can begin.

A.1.7. IMPLEMENTATION OF STRUCTURE

Implementation of buildings will be provided by the company, and approved by the controller before any commencement of work. Errors of elevations that implementation operations might reveal must be immediately reported to the employer to make the necessary changes to the smooth running of the site.

A.1.8. MODIFICATION OF WORK.

The contractor shall be deemed having sufficient knowledge of the conditions and context of the project and suggestions for the work.

However, in cases where changes in the nature of earthworks prove necessary in work, either by the nature of the altitude of the land, or by the presence of obstacles, such as pipelines, remains, etc. The Contracting Authority will define the impact on the schedule and the settlement of expenditure result from these changes. The contractor shall continue the work with the agreement of the Contracting Authority.

A.1.9. USE OF EXPLOSIVES

The use of explosives is strictly prohibited.

A.1.10. IMPLANTATION

The bottom of the trenches must attain good sub-soil. Foundations should rest on the bedrock. If in the performance of excavations, there is water or the water seepage, the company will take any provision for the support of excavations and bailout the water entering these works.

If the trenches are invaded by water of any kind whatsoever, the company must achieve the exhaustion, which will remain in his expense, and all the costs associated with the losses, both day and night, that will be needed for a good performance of the work.

The soil to be used for backfilling would be the assessment of the controller and for other jobs in the work will be the contractor, brought to landfills from any place without special compensation regardless of the distance.

It may be ordered application of backfilling in the right-of-way of the site without that there is place for special compensation. Embankments around the excavations will be carried out with materials from excavations on the condition that it be approved by the control. The backfilling around the works will be performed by successive layers of maximum 20cm thick, pounded, sprayed and compacted. In case a contribution of land would be necessary, he will have to achieve healthy places and in all cases of sites approved by the controller. It is prohibited to obtain soil-material from recent masonry work, to do these backfilling executed by hand to load the walls evenly and avoid all constraints that could result from a poorly distributed load.

B-TECHNICAL CONDITIONS FOR EXECUTION

- 1) **STRUCTURAL AND EXECUTION PLANS:** It is the duty of the project owner to provide all the structure and the execution plans to the contractor.
- 2) **PRILIMINARY WORKS:** The contractor shall obtain authorisations necessary for the realisation of works from the competent authorities. He shall also make contact with water and electricity authorities in case their lines shall be tampered with.
- 3) **INSTALLATION OF WORKSITE:** The contractor shall furnish the owner of the job within the shortest possible time with an installation plan showing clearly how he intends to run 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 insurance cover for theft and fire.
- 5) **PRECAUTION AGAINST ACCIDENTS:** The contractor shall take all preventive measures against accidents. The owner of the job reserves the right to intervene in case of emergency without necessary interfering with the responsibility of the contractor.
- 6) **VERIFICATION OF DIMENSIONS:** 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 Control Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Control Engineer of all 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 job shall have the right to the final choice in any modification.

- 7) **ERRORS AND OMISSIONS IN THE DOCUMENTS:** The descriptions complete or confirm the indications on plans. In the case of contradictions between the plans and the description contact the Control Engineer for examination

C-WORKS

- **Studies:** After this feasibility studies by the consultant, the contractor has to carry out his/her own studies using the plans, specifications, bill of quantities, visit the site to have a mastery of the project before he/she can prepare a bid for the project. In case of an omission or an error his should indicate to the authorities concerned.
- **Execution documents:** The following documents will be needed for the proper execution of works:
 - ✓ Tender document
 - ✓ A registered contract/jobbing order
 - ✓ Service order to start work
 - ✓ The working plans
 - ✓ Work execution program
 - ✓ Site log book/minutes book
 - ✓ As-built plan (at the end of works)
- **Mobilisation, site installation and implantation project**

The installation of the working site will be at the expenses of the executing enterprise. It will include:

 - The construction or renting of a base where the equipment of the contractor shall be kept.
 - The construction of a provisional fence round the base;
 - Provisional water connections, electricity and telephone
 - The cleaning and the guarding of the project site
 - Providing and installation of 02 project sign boards very visible and displayed on positions indicated by the project manager. These site signboards shall be according to the model provided in the annexes.
 - Necessary measures for the respect of legal/lawful provisions relating to hygiene and safety on site. (Installation of a latrine, provision of drinkable water, provision of a first aid box equipped with products such as: aspirin, nivaquine, adhesive plaster, bétadine, bands, compress, alcohol...);
 - Provisional access roads to the project site;
 - A storeroom on site;
 - A site office, where the site book, the building plans will be available permanently throughout all realization of works;
 - An office or room of at least of 8 m² equipped with a table office and two chairs reserved with the Project superintendent;

- A meetings room for the building site which can receive at least 5 people equipped with a table, two benches of 1.5 m, a display board for plans and planning placed permanently.

Receptacles to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and waste to be deposited in a vat for recovery or a dump (pit). This pit must be located at least 150m installations and in the event of presence of river with at least 150m. At the end of work, the pit is to be filled with ground up to the level of the original ground.

1 Preparatory works

1/1 Bush cleaing

The site shall be cleared of all grass to a height of not more than 5cm.

1/2 Debris/Cleaning of water run way.

The section to receive the structure and its surroundings shall be cleaned and free from all debris, mud, excess soil and others for easy flow of water through the bridge.

1 /3 Installation of the work site.

The installation of the site shall be done on a section agreed between the contractor and the Control Engineer together with the areas for stockpiling materials. The site shall be fenced with local materials and signboard mounted by the contractor. Access to the site shall be prohibited to the public. The contractor shall be responsible for the total security of the site.

1/4 Implantation

The contractor shall indicate the implantation of the structure according to the plans. This implantation shall be done in accordance with the Control Engineer. The contractor shall be responsible for errors of levels and alignments that were not signalled earlier.

1 /5 Excavation

All trenches for foundation footings shall be excavated according to the plans. The foundation trenches shall be sunk to the good soil as indicated by soil studies and agreed by the Control Engineer. The trenches shall be shaped accordingly.

1/6 Backfilling

All backfilling, where necessary shall be done with well-drained lateritic soil and compacted in layers of 20 cm successively.

2/Foundation

2/1 Blinding Concrete

A blinding concrete of 5 cm thick and a concrete mix of 150 kg of cement (CPA 325) per m³ shall be cast at the base of the hardcore.

2/3 Reinforced Concrete foundation footings

- The foundation footings shall be cast with R.C. of 350 kg of cement (CPA325) per m³.
- Realization of the iron works, form work and concreting of footings for the abutements and wing walls batched at 350 kg/m³

Formwork:

Material for formwork shall be wood. This shall be cut, shaped and assembled on site to the required forms and sizes. Simple conventional wooden formwork shall be used in the construction of the various concrete structural elements (footings, slabs, beams, etc.). These shall be fabricated *in-situ* and, lifted into position.

3/Abutments

- Building of stone masonry abutments which shall be built with shaped stones and cement mortar dosed at 400kg/m³
- Provision of weepholes

4/Decking of the bridge

The bridge shall be decked with the following

- The bridge IPE beams and joist with reinforced concrete .
- Reinforced concrete deck dosed at 400 kg/m³
- Provision of drainage holes to drain off water
- Shaping of the bridge deck so the easy evacuation of water

5/Equipment

- Mixed handrails of reinforced concrete and 50mm metallic poles built according to the laid down norms and painted.
- Reinforced concrete deck dosed at 400 kg/m³
- Provision of drainage holes to drain off water
- Shaping of the bridge deck so the easy evacuation of water

6/Finishes and protection of embankments

6/1 Pointing

Shall be applied to joints of all external stone masonry walls that are visible to be aesthetic including the wing walls. Mortar shall be used for pointing, to give good cement finish.

6/2 Planting of grass

Grass shall be planted along the backfilled wing walls of the abutment for protection.

7/ Maintenance for the project

After the provisional acceptance of works the contractor is still responsible for the maintenance of the structure for a minimum of 12 months from the date of provisional acceptance. This maintenance includes repairing cracks on the structure, functioning of the weep holes, replacement of damage signs and hand rails, repainting of repaired portions.

After the final acceptance of works of the contractor, the maintenance of the structure is now the responsibility of the project management committee by making sure the structure is at all times ready for use.

8/ Metallic Culverts:

The installation of the tube will be carried out in the following way:

- Establishment of metallic culvert rings;
- Excavate with the a loader or manually with shovels, spades and pick axes;
- Adjustment and compaction of the trench bottom;
- Provisioning, installation, adjustment and compaction of materials of the pipe bed;
- Pose tube assembled beforehand and having received a coat of bituminous paint cold on the two faces interior and external;
- Fill of the technical block by successive layers of 15 cm carefully compacted with the hand roller;
- Fill of cover above the generator higher by successive layers of 20 cm carefully compacted than the hand roller;

- Opening of the discharge system and general cleaning.

9/ Head/Chambers of Culverts in Masonry:

This price remunerates the execution of head in masonry for culvert in accordance with the standard plan of the tender documents, with the file of execution and the specifications of this CCTP.

It includes in particular:

- supply of materials including the extraction, the manufacture and the selection of the hardcores, their transport on-site,
- execution of the excavations, whatever the nature of the ground, the loading, the transport of surplus spoil whatever the distance, the unloading instead of re-employment or of final deposit approved by the Project supervisor,
- the manufacture of the mortar proportioned to 400 kg of cement per cubic meter and implementation the neat of masonry including the chock, adjustment, humidification of the hardcores, the shaping of the joints by rejointing,
- all subjections in particular related to the environmental regulations.

These prices apply to the UNIT (U) really carried out and noted satisfactory.

10/ Filling From Borrow Pit:

These works shall comprise of:

the Provision of selected material (laterite) from an approved borrow pit;

Spreading of the material on the road surface with the use of trucks and graders;

Watering of the road surface containing the material and

Compaction of the material with a cylinder compactor upto obtaining a compaction of 95%OPM and a thickness of 20cm.

The approval of the material and the borrow pit shall be done at least two (02) weeks before the start of this activity. At the end of this activity, the road surface should be moulded with a slope of 3% and shall present a convex (curved outwards) shape to avoid water stagnation and enable drainage of the water into the road side gutters for onward freeflow evacuation.

HEALTH AND SAFETY AT WORK

A first aid team will handle injuries sustain by workers during work while critical cases will be taken to any nearby hospital. To avoid accidents on the project site, we shall ensure that all our workers and visitors on site are in position of helmets, safety boots and jackets. During weekly site meetings, safety topics will be introduced to all the workers on site. The Population and our workers will be sensitized against the aids pandemic and other sexually transmitted diseases. Prevention shall be our watch word.

SITE SECURITY

A direction board displaying site installation element, circulation trend, display of position housing material deposit, offices and other facilities will future at the construction site. Access roads easing internal circulation within the base and working areas will be constructed in proximity of services, operating positions of warehouses, fabrication posts, offices, recreational areas and material stockage areas to assure internal security of personnel's. Temporal structures of wood will be put up to house offices, workstations, warehouses, dressing rooms conference room for site meetings and fabrication post. A temporal wooden fence will be put in place around the base boundary location. Concreting materials such as sand, gravel, cement, concrete mixer and rod bending production post will be position in function of task operation. Environmental conservation, security measures

and life protection will constitute our watchword fixed at all offices, production post and open areas.

CHAPTER FOUR: MECHANISMS FOR THE PROTECTION OF THE ENVIRONMENT

The contractor will propose to the control engineer, before the beginning of works, the place of his yard facilities and will request his authorization of installation.

The site must be chosen outside of the sensitive zones, in order to limit the site clearing, the extraction of bushes, the setting out of the structure and general circulation.

The site must foresee an adequate drainage of waters on the whole surface.

At the end the works, the entrepreneur will do all necessary works to the restoration of the various places of the site. The entrepreneur should fold all his material, and equipment. He should demolish all stationary installation, as foundation, slab, support made of wood or metallic, etc.. in order to put back the site in its nearest initial state. No equipment nor materials should be abandoned on the site, nor in the vicinity after the execution of all the works. Left-over materials are to be covered with a layer of earth, and the site has to receive an adequate drainage in order to avoid all erosion as the case may be.

DOCUMENT N°. 6
SCHEDULE OF UNIT PRICES

UNIT PRICE LIST

Type of bridge : R.C Slab and IPE BEAMS

Width : 5m

Span : 4.9m

Height : 3m

River : Tingwei

Momo Division Batibo Sub Division Road: N6 - Tingwei PK 0+050

N ^o	Designation of work	Unit	Qty	U.P	TOTAL
Lot 100: SITE INSTALLATION					
101	Site installation	Ft	1.00		
102	Geotechnical studies	Ft	1.00		
103	Supervision and working documents	Ft	1.00		
Sub total					
Lot 200: SITE PREPARATION					
201	Site clearing	m ²	225		
202	Cleaning of the water run way under the bridge	m ²	48		
203	Bags for deviation	Ft	0		
Sub total					
Lot 300: EARTH WORKS					
301	Backfilling of the abutment for access	m ³	340		
302	Excavation of trenches	m ³	41.60		
Sub total					
Lot 400: FOUNDATION, ABUTMENTS, BEAMS, AND SLAB WORKS					
401	Hardcore	m ³	15		
402	Ordinary formwork	m ²	0		
403	Neat formwork	m ²	45.44		
404	Lean concrete dosed at 200kg/m3	m ³	2.6		
405	Reinforced concrete dosed at 350kg/m3 for foundation	m ³	8		
406	Drilling of rock and placing of rod Φ 25mm for anchor	u	0		

407	Reinforced concrete dosed at 400kg/m ³ for slab and transverse head beam	m ³	10		
408	Stone work for abutments	m ³	120		
409	Scaffold	Ft	1		
	Sub total				
	Lot 500: ASSEMBLINGS				
501	Buying and assembling I.P.E 400	ml	30		
	Sub total				
	Lot 600: PAINTING				
601	Anti rust paint	m ²	65		
602	Oil paint of red and white	m ²	21		
	Sub total				
	Lot 700: EQUIPMENT				
701	Mixed hand rail with galvanized pipe of 50mm	ml	10		
702	Triangular sign board of type A ou AB	u	2		
703	R.C poles	u	4		
704	Wooden poles	u	8		
705	Weep holes for abutments	u	34		
706	Drainage holes for slab	u	6		
	Sub total				

DOCUMENT N°. 7
BILL OF QUANTITIES AND ESTIMATES

BILL OF QUANTITIES AND COST ESTIMATES

Type of bridge : R.C Slab and IPE BEAMS

Width : 5m

Span : 4.9m

Height : 3m

River : Tingwei

Momo Division Batibo Sub Division Road: N6 - Tingwei PK 0+050

N ^o	Designation of work	Unit	Qty	U.P	TOTAL
Lot 100: SITE INSTALLATION					
101	Site installation	Ft	1.00		
102	Geotechnical studies	Ft	1.00		
103	Supervision and working documents	Ft	1.00		
Sub total					
Lot 200: SITE PREPARATION					
201	Site clearing	m ²	225		
202	Cleaning of the water run way under the bridge	m ²	48		
203	Bags for deviation	Ft	0		
Sub total					
Lot 300: EARTH WORKS					
301	Backfilling of the abutment for access	m ³	340		
302	Excavation of trenches	m ³	41.60		
Sub total					
Lot 400: FOUNDATION, ABUTMENTS, BEAMS, AND SLAB WORKS					
401	Hardcore	m ³	15		
402	Ordinary formwork	m ²	0		
403	Neat formwork	m ²	45.44		
404	Lean concrete dosed at 200kg/m ³	m ³	2.6		
405	Reinforced concrete dosed at 350kg/m ³ for foundation	m ³	8		
406	Drilling of rock and placing of rod Φ 25mm for anchor	u	0		

407	Reinforced concrete dosed at 400kg/m ³ for slab and transverse head beam	m ³	10		
408	Stone work for abutments	m ³	120		
409	Scaffold	Ft	1		
	Sub total				
	Lot 500: ASSEMBLINGS				
501	Buying and assembling I.P.E. 400	ml	30		
	Sub total				
	Lot 600: PAINTING				
601	Anti rust paint	m ²	65		
602	Oil paint of red and white	m ²	21		
	Sub total				
	Lot 700: EQUIPMENT				
701	Mixed hand rail with galvanized pipe of 50mm	ml	10		
702	Triangular sign board of type A ou AB	u	2		
703	R.C poles	u	4		
704	Wooden poles	u	8		
705	Weep holes for abutments	u	34		
706	Drainage holes for slab	u	6		
	Sub total				
	Total without taxes				
	TVA 19.25%				
	AIR=2.2%				
	Net payment				
	Total all taxes inclusive				
ESTIMATE CLOSE AT THE SUM OF :					

DOCUMENT N° 8
FRAMEWORK OF SUB DETAIL OF PRICES

Lot :					
SUB-DETAIL OF PRICE N°:					101
DESCRIPTION OF ACTIVITY ON					
Prix N°:	Daily output		Total Quantity:	Unit:	Duration of activity (Days):
	CATEGORY	NUMBER	Daily Salary	Paid Man-day	Amount
A - PERSONNEL					
	TOTAL A				
	TYPE	NOMBER	Daily rate	Daysbilled	Amount
B - EQUIPMENT					
TOTAL B					
	TYPE	UNIT	Unit price	Consumption	Amount
C - MATÉRIALS					
TOTAL C					
D	TOTAL DIRECT COST		A+B+C		
E	GENERAL SITE EXPENSES		10%	D x 10%	
F	GENERAL HEAD OFFICE EXPENSES		5%	D x 5%	
G	COST PRICE		(D+E+F)		
H	RISK + PROFIT		10%	G x 10%	
I	BID PRICE EXCLUDING TAXES		(G+H)		
J	UNIT PRICE EXCLUDING TAXES		(I/Qty)		

DOCUMENT N° 9
MODEL JOBBING ORDER

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL**COMMUNE DE BATIBO**SERVICE DE PASSATION DES
MARCHÉS PUBLICS**REPUBLIC OF CAMEROON**

Peace – Work – Fatherland

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT**BATIBO COUNCIL**SERVICE FOR THE AWARD OF
PUBLIC CONTRACTS**BATIBO COUNCIL INTERNAL TENDERS' BOARD**JOBING ORDER NO. _____/JO/BC/BCITB/2020 OF _____ 2020 FOR THE CONSTRUCTION
OF.....

Awarded after an Open National Invitation to Tender in emergency procedure

N°007/ONIT/ BC/BCITB/2020 OF -----2020 FOR THE CONSTRUCTION OF A BRIDGE OVER TINGWEI

RIVER IN TIBEN VILLAGE, BATIBO SUB DIVISION, MOMO DIVISION, NORTH WEST REGION.

HOLDER (ETS ADDRESS):

P.O BOX TEL..... FAX:.....

TRADE REGISTER N°(N° R.C.):

TAX PAYER N°:

BANK ACCOUNT N°:.....AT..... (BANK)

AGENCY OF:

SUBJECT:

EXECUTION DEADLINE:

AMOUNT IN FCFA:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2 or 5.5 %)	
Net Payable	

FINANCING:

BUDGET HEAD:

LOCATION:

ENTERED ON: _____

SIGNED ON: _____

NOTIFIED ON: _____

REGISTERED ON: _____

Construction of a Bridge Over Tingwei river in Tiben village with a span of 4.9m, Batibo Council 2020

BETWEEN:

The Government of the Republic of Cameroon, represented by the Mayor of BATIBO Council hereinafter referred to as the "The Contracting Authority"

ON THE ONE PART,

AND

Enterprise

Whose head office is at

Hereinafter referred to as the "Contractor"

Represented by its Director, Mr./Ms

Address: P.O. Box Tel Fax

Business Registry No

Tax Payers' Card No

ON THE OTHER PART

IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:

SUMMARY

Part I: Special Administrative Clause (SAC)

Part II: Special technical Clauses (STC)

Part III: Schedule of Unit Prices

Part IV: Details or Estimates

Page and last of Jobbing Order No/JO/BC/BCITB/2020 awarded after an Open National Invitation to Tender No 03/ONIT/BC/BCITB/2020
With

FOR THE CONSTRUCTION OF **A BRIDGE OVER TINGWEI RIVER IN TIBEN VILLAGE** WITH A SPAN OF 4.9M, Batibo Sub Division, Momo DIVISION.

EXECUTION DEADLINE: FOUR (04) MONTHS

AMOUNT OF JOBBING ORDER IN FCFA:

Amount tax inclusive	
Amount without Taxes	
VAT (19.25)	
A.I.R. (2.2 or 5.5%)	
Net Payable	

<p>Read and accepted by the Contractor</p> <p>BATIBO</p>	<p>VISA by the Administrator Road Fund</p> <p>YAOUNDE</p>
<p>Signed by the Mayor Batibo Council, Project Owner/Contracting Authority</p> <p>BATIBO.....</p>	
<p>Registration</p> 	

DOCUMENT N° 10
FORMS AND MODELS TO BE USED

TABLE OF MODELS

Annex No. 1: Undertaking by the bidder

Annex No. 2: Bid letter

Annex No. 3: Model bid bond

Model No. 4: Model final bond

Model No. 5: Model of start-off advance bond

Model No. 6: Model retention fund

Annex No. 7: Schedule framework

Annex No. 1: Undertaking by the bidder

I undersigned _____, acting as the _____ of _____, of
Nationality _____, and resident in _____.

After having read and taken note of all the parts of the Open National Invitation to Tender in Emergency Procedure N°007/ONIT/BC/BCITB/2020 OF for the construction of a bridge Over Tingwei River in Tiben Village with a span of 4.9m, Batibo Sub-Division, Momo Division of the North-West Region,

I submit and commit myself to carry out the aforementioned Contract in accordance with the conditions of the Special regulations of the Invitation to tender, the special Technical specifications and the special Administrative Clauses, in particular the quantitative and qualitative confirmation of work, the respect of the deadlines, the guarantees and the insurance.

I commit myself moreover to ensure the registration and paying the forwarding costs of the contractual parts.

I declare to have perfect knowledge of the decree n° 33/CAB/PM of February 13 2007 putting the general Administrative clauses applicable to the Contracts of public works and supplies.

I confirm my agreement on the terms of the Particular Administrative Clauses (Draft contract) and attached the initialled copy of the aforesaid document to my offer.

I declare moreover that I remain committed by the present tender during a ninety (90) days deadline as from the date of opening of the bids.

Done in _____, on the _____

Annex N°. 2: Bid letter

I, the undersigned _____ [*indicate the name and capacity of signatory*]

Representing the _____ company or enterprise or group¹ with head office at _____

registered in the trade register of _____ under the number No _____

Having taken cognisance of all the documents featured or mentioned in the Tender File:

[*recall the subject of the invitation to tender*]

- After having personally taking account of the situation of the site and evaluated from my point of view and under my responsibility, the nature and difficulty of the works to be carried out;
- Hereby submit, bearing my signature, the schedule of unit prices as well as the quotations in accordance with the structure featuring in the Tender File.
- Submit and commit myself to execute the works in accordance with the Tender File, in return for the prices which I myself establish for each type of structure which prices reveal the amount of the tender for lot No. _____ at _____ [*in figures and words*] CFA francs exclusive of VAT and at _____ CFA francs Inclusive of all Taxes. [*In figures and words*].
- I pledge to execute the works within a deadline ofmonths.
- I pledge to maintain my offer for [*indicate duration of validity, in principle 90days* from the deadline of submission of tenders.
- Rebates and the modalities of application the said rebates shall be the following (in case of the possibility of award of several lots).

The Project owner shall pay the sums due for this contract by crediting account No.....

opened in.....Bank.....Branch

Prior to the signing of the contract, this tender accepted by you shall constitute an agreement between us.

Signature of.....in the
capacity of.....duly authorised to
sign the tenders on behalf
of²

ANNEX N°. 3: MODEL BID BOND

¹ Delete where necessary

² Attach the Power of Attorney

Addressed to *[indicate the Contracting Authority and his address]* “Contracting Authority”

Whereas the undertaking _____ hereinafter referred to as the “bidder” has submitted his tender on _____ for *[recall the subject of the invitation to tender]*, hereinafter referred to as “the tender” and to which shall be attached a bid bond equivalent to *[indicate the amount]* CFA francs.

We _____ *[name and address of the bank]*, represented by _____ *[names of signatories]*, hereinafter referred to as “the bank” hereby declare to guarantee payment to the Contracting Authority of the maximum sum of *[indicate the amount]* CFA francs, that the bank pledges to pay in full to the Contracting Authority, binding itself, its successors and assignees.

The conditions of this commitment are as follows:

If the bidder retires his tender during the validity period specified by him in the tender; or

If the bidder, having been notified of the award of the contract by the Contracting Authority during the validity period:

- Fails or refuses to sign the contract, even though required to do so;
- Fails or refuses to furnish the final bond for the contract (final bond) as provided for by the contract;

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

This bond shall enter into force from the date of signature and from the date set by the Contracting Authority for the submission of tenders. It shall remain valid up till the thirtieth day inclusive following the end of the deadline for the validity of tenders. Any request by the Contracting Authority to cause it to take effect should reach the bank by registered mail with an acknowledgement of receipt before the end of this period of validity.

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

ANNEX N°. 4: Model of final bond

Bank:

Reference of the bond: No _____

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

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

Whereas it is stated in the contract that the Contractor shall entrust to the Project Owner a final bond of an amount equal to *[indicate the percentage between 2 and 5%]* of the amount of the corresponding portion of the contract, as guarantee of the execution of his full obligations in accordance with the terms of the contract,

Whereas we have agreed to issue the Contractor this guarantee,

We, _____ *[name and address of bank]*
represented by _____ *[name of signatories]*,

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

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

This final bond shall enter into force upon signature and notification of the contract. It shall be released within a deadline of *[indicate the deadline]* from the date of the provisional acceptance of the works.

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

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

ANNEX N°. 5: Model of start-off advance bond

Bank: reference, address _____

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

The payment, without contest and upon receipt of the first written request by the beneficiary, declaring that _____ [*the holder*] has not fulfilled his obligations relating to the reimbursement of the start-off advance according to the terms of contract No. _____ of _____ relating to _____ works [*indicate the subject of the works, the references of the invitation to tender and the lot, if possible*] of the total sum corresponding to the advance of [*twenty (20) %*] of the amount inclusive of all taxes of contract No. _____, payable upon notification of the corresponding Administrative Order that is, _____ CFA francs.

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

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

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

Signed and authenticated by the bank at _____ on _____

Signature of the bank

ATTACHMENT No. 6: MODEL OF PERFORMANCE BOND (RETENTION FUND)

Construction of a Bridge Over Tingwei river in Tiben village with a span of 4.9m, Butibo Council 2020

Bank: _____

Reference of the bond: No _____

Addressed to *[Indicate the Contracting Authority]*

[Address of Contracting Authority]

Hereinafter referred to as "the Contracting Authority"

Whereas _____ *name and address of Supplier*] hereinafter referred to "the contractor", pledged, in execution of the contract, to carry out the works of *[indicate the subject of the work]*

Whereas it is stipulated in the contract that the retention fund fixed at *[percentage below 10 % to be specified]* of the amount of the contract may be replaced by a joint guarantee,

Whereas we have agreed to provide the Contractor with this guarantee,

We, _____ *[name and address of the bank]*,

Represented by _____ *[names of signatories]* and hereinafter referred to as "the bank",

Hence, we hereby affirm that on behalf of the Contractor, we guarantee and are responsible to the Contracting Authority for a maximum amount of _____

[in figures and letters] corresponding to *[percentage below 10 % to be specified]* of the contract price³.

And we pledge to pay to the Contracting Authority within a maximum deadline of eight (8) weeks upon his simple written request declaring that the contractor has not fulfilled his contractual obligations or is indebted to the Contracting Authority within the meaning of the contract, amended where need be, by its additional clauses, without being able to defer the payment nor raise any contest for whatever reason, any sum(s) within the limits of the amount equal to *[percentage below 10 % to be specified]* of the total amount of the works featuring in the final detailed account, without the Contracting Authority having to prove or give the reasons nor the motive for the amount of the sum indicated above.

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

This bond shall enter into force upon signature. It shall be released within thirty (30) days from the date of the final acceptance of the works and upon release issued by the Contracting Authority.

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

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

Signed and authenticated by the bank at _____ on _____

[Signature of the bank]

³ In the case where the bond is established once upon start of the works and covers the full bond, that is, 10 % of the amount of the contract

ANNEX N°. 7: Schedule framework

The quantities, daily outputs, the duration of execution of works and the slowdowns or even the due interruptions shall be clearly brought out in the schedules.

The financial schedule resulting from the schedule of works shall indicate month by month, the estimated amounts of the detailed accounts of works by item and cumulatively by taking into account the incidence of rainy seasons for the basic solution and possibly variant solution.

[Signature of the bank]

DOCUMENT N° 11
LIST OF COMMERCIAL BANKS AND FINANCIAL
INSTITUTIONS

LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS

Construction of a Bridge Over Tingwei river in Tiben village with a span of 4.9m, Batibo Council 2020

AUTHORIZED TO ISSUE BONDS FOR PUBLIC CONTRACTS

I- BANKS

1. Afriland First Bank
2. BanqueAtlantique
3. Banque Gabonaise pour le Financement International (BGFI BANK)
4. Banque International du Cameroun pour l'Epargne et le Crédit (BICEC)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

II- InsuranceCompagnies

14. Chanas Insurance;
15. Activa Insurance
16. Zenitheinsurance SA BP Douala

DOCUMENT N° 12
OTHER DOCUMENTS



BATIBO COUNCIL

INTERNAL TENDER'S BOARD

"Open National Invitation to Tender, Emergency Procedure"

N°007/ONIT/BC/BCITB/2020 OF 07/08/20220

For the construction of a bridge Over Tingwei River in Tiben Village with a span of 4.9m, Batibo Sub-Division, Momo Division of the North-West Region.

FUNDING :MINTP- ROAD FUND 2020

EVALUATION GRID

EVALUATION GRID FOR ELIMINATORY CRITERIA			
DOC N°	DESCRIPTION	YES	NO
A.1	<i>Declaration of intention to tender stamped with the tariff in force (dated, signed and stamped by the contractor)</i>		
A.2	<i>Certified Copy of the certificate of incorporation, not more than three months old.</i>		
A.3	<i>Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.</i>		
A.4	<i>Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.</i>		
A.5	<i>Purchase receipt of tender file issued by public treasury</i>		
A.6	<i>A bid bond of 240 000 FCFA per lot (two hundred and forty thousand thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions</i>		
A.7	<i>An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)</i>		
A.8	<i>Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance</i>		
A.9	<i>A valid Certificate of imposition certified by the chief of centre</i>		
A.10	<i>Business License (photocopy certified by the chief of centre, not more than three months).</i>		
A.11	<i>Certified Copy of a valid taxpayers card, delivered by the chief of centre.</i>		
A.12	<i>Plan and attestation of localization signed by the taxation authorities</i>		
A.13	<i>The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed and stamped).</i>		
A.14	<i>CCAP completed and initialed on all the pages</i>		

B)	EVALUATION GRID FOR ESSENTIAL CRITERIA		
N°		YES	NO
B.1	General presentation of bids		
	<ul style="list-style-type: none"> ➤ Properly bind. ➤ Table of content. ➤ Separators in color apart from white ➤ Order described respected ➤ Clearness of the documents 		
B.2	<p style="text-align: center;">REFERENCES OF SIMILAR WORKS EXECUTED</p> <ul style="list-style-type: none"> ➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last four (04) years of at least (10 000 000F CFA). ➤ Show proof of similar projects executed by presenting certified true copies of jobbing orders (front and last pages) and minutes of provisional acceptance (2019 projects) or final reception (for 2016 and/or 2018 projects) and related contracts, and jobbing orders). 		
B.2.1	<i>First Reference in the domains of construction</i>		
B.2.2	<i>Second Reference in the domains of construction</i>		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT		
B.3.1	<p><i>A works supervisor with at least the level of a civil or rural engineer with at least four (04) years professional experience in the domain of civil construction or similar works.</i></p> <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An Attestation of presentation of original of the technical diploma ➤ An attestation of availability signed by the candidate notably. ➤ Certified copy of ID card 		
B.3.2	<p><i>A foreman with at least the level of a senior technician in civil engineering or Rural Engineering with at least four (04) years of professional experience in the domain of civil construction or similar works.</i></p> <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An Attestation of presentation of original of the technical diploma ➤ An attestation of availability signed by the candidate notably. ➤ Certified copy of ID card 		
B.3.3.1	<p><i>Carpenter with 4 (four) years professional experience in carpentry or similar works.</i></p> <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate notably. ➤ Certified copy of ID card 		
B.3.3.2	<p><i>Builder with 4 (four) years professional experience in building construction or similar works.</i></p> <ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma 		

	<div>➤ An attestation of availability signed by the candidate notably.</div> <div>➤ Certified copy of ID card</div>		
B.4	METHODOLOGY/TECHNICAL PROPOSALS		
B.4.1	Attestation of site visit signed by the contractor and Site visit Report of (The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed by the contractor and justified by pictures		
B.4.2	- Administrative and technical organization of the enterprise		
	- The mode of execution of the works		
B.4.3	- The planning of work execution		
	- Supply of materials or site equipment		
B.4.4	- Measures of safety, social and protection of the environment		
	- Description of the HIMO approach		
	- Measures to be taken during guarantee period		
B.4.5	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership of a pickup or van of 4x4, truck or show proof of ability to hire		
B.5.2	Proof of ownership of a Concrete mixer, Concrete vibrator and Hand compactor or show proof of ability to hire		
B.5.3	Masonry Kit : Wheelbarrows, masonry clamps, masonry hammer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
	Carpentry Kit : carpentry clamps, saws, harmers, etc.		
B.6	FINANCIAL CAPACITY		
B.6.1	Pre – Financing capacity from a banking or institutions of first order approved by the Ministry in charge of finance, not less than 25% to the amount required in the offer.		

NB: one item lacking or irregular means NO to the point in question.

MODEL ATTESTATION OF SITE VISIT

I the undersigned

Engineer of the Company:.....(Name of Enterprise),

Has actually visited the site which is going to receive the
structure relative
TENDER N°___/ONIT/BC/BCITB/2020
OF _____ 2020

**FOR THE CONSTRUCTION OF A BRIDGE OVER TINGWEI RIVER IN TIBEN
VILLAGE WITH A SPAN OF 4.9M,BATIBO SUB DIVISION, MOMO DIVISION, NORTH
WEST REGION.**

The interested person declares:

- To have carried out a thorough study of the site taking into consideration all the constraints relative to the execution of job with respect to norms.
- To establish his unit price schedules taking into account the difficulties of the site relative to the execution of the works and shall in no condition claim the Contracting Authority for any increase of unit price.

In Testimony Whereof, this present attestation of site visit is established and issued to serve the purpose it deserves.

Date
Stamp of enterprise

Signature and Names of the Contractor.

SITE VISIT REPORT

Project Title

Name of Enterprise

1. CONTEXT OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE (access to the site, existing structure, Photos of the Engineer of the enterprise on the existing bridge and steam etc.)

Date.....

Name of Enterprise:

Stamp and signature of enterprise

PLANNING OF WORK EXECUTION

OPEN NATIONAL INVITATION TO TENDER IN EMERGENCY PROCEDURE:

N°007/ONIT/BC/BCITB/2020 OF ___/___/2020

Nº	DESCRIPTION	Duration	FIRST MONTH				SECOND MONTH					THIRD MONTH				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
Lot 100	PREPARATORY WORKS															
101																
102																

DOCUMENT N° 13

GRAPHIC PLANS