

REPUBLIQUE DU CAMEROUN
PAIX- TRAVAIL- PATRIE

MINISTERE DE LA DECENTRALISATION ET
DEVELOPPEMENT LOCALE

REGION DU NORD OUEST

DEPARTEMENT DE BUI

COMMUNE D'ELAK OKU

SERVICE DE PASSATION DES MARCHES
PUBLICS

REPUBLIC OF CAMEROON
PEACE- WORK-FAHERLAND

MINISTRY OF DECENTRALISATION
AND LOCAL DEVELOPMENT

NORTH WEST REGION

BUI DIVISION

ELAK OKU COUNCIL

SEERVICE FOR THE AWARD OF PUBLIC
CONTRACTS

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER
N°:06 /ONIT/MINDDEVEL/ECITB/2020 OF 16/10/2020 FOR THE
EXECUTION OF REHABILITATION WORKS ON KETAM
MANCHOCK TO NANKWI ROAD IN OKU SUB DIVISION, IN BUI
DIVISION, NORTH WEST REGION

CONTRACTING AUTHORITY:
THE MAYOR, ELAK COUNCIL

Emergency procedure

FINANCING: PIB, 2020 FISCAL YEAR

RECORD NUMBER:

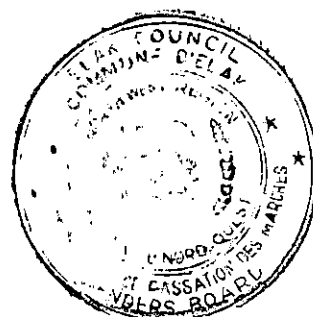


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TENDER NOTICE

N°:06 /ONIT/MINDDEVEL/ECITB/2020 OF 16/10/ 2020 FOR THE EXECUTION OF REHABILITATION WORKS ON KETAM MANCHOCK TO NANKWI ROAD IN OKU SUB DIVISION, IN BUI DIVISION, NORTH WEST REGION

1- SUBJECT OF THE INVITATION TO TENDER: Within the framework of 2020 state Budget, the state represented by the Mayor, ELAK COUNCIL, CONTRACTING AUTHORITY, hereby launches in an **emergency procedure** an Open National Invitation to tender for the above works.

2-CONTENTS OF WORKS: Works under this tender invitation are constituted in the Rehabilitation of the earth road as designated below:

Lot N°	DESIGNATION OF ROADS SECTIONS	Locality	Amount for bid bond	Project Amount	LENGTH(KM)	Duration in months
01	KETAM MANCHOCK- NANKWI	Manchock	554,000	27.700.000	4	03

These works shall involve the following tasks:

- *The re-profiling of the carriageway of 5-6m width,*
- *The creation of ditches and outlets,*
- *The backfilling/re-loading of the carriageway,*
- *Construction of metallic culverts*
- *All other works described in the bill of estimates.*

4-PARTICIPATION AND ORIGIN: Participation in this invitation to tender shall be open to all Cameroon-based public works companies.

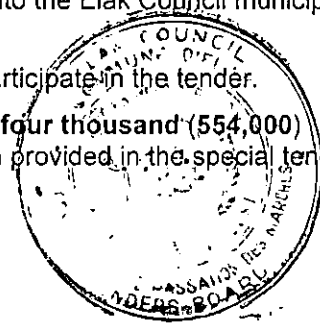
5-FINANCING AND PROVISIONAL AMOUNT: Works under this tender shall be financed by the PIB budget; 2020 FISCAL YEAR.

6-CONSULTATION OF TENDER DOCUMENTS: The tender invitation documents may be consulted at the Service for the award of contracts, ELAK COUNCIL.

7-ACQUISITION OF TENDER DOCUMENTS: The tender documents may be purchase at the Services of Contracts award at the ELAK COUNCIL, upon presentation of a receipt of payment into the Elak Council municipal treasury of a non refundable fee of **fifty thousand (50 000) francs CFA**.

The said receipt must identify the payer as representing a consulting firm willing to participate in the tender.

8-BID BONDS: The bid shall be submitted with a bid bond of **five hundred and fifty four thousand (554,000) FCFA** delivered by a banking institution recognized by MINFI and COBAC in the form provided in the special tender regulations. The bid bond shall remain valid 90 days after submission of the bids.



9-PRESENTATION OF BIDS: Tenders shall be divided into three volumes and submitted in a simple envelope as follows:

- Volume 1 : **Administrative documents;**
- Volume 2: **Technical proposal;**
- Volume 3: **Financial offer.**

All the constituent documents (volume1, 2 and 3) shall be enclosed in a large and sealed outer envelope bearing only the subject of the tender concerned.

The different documents of each bid shall be numbered in keeping with the order indicated in the tender file and separated by colour dividers.

10-SUBMISSION OF BIDS: Drafted in English or French and in SEVEN (7) including one (1) original and SIX(6) copies, labelled as such, bids shall be submitted in a sealed envelope and against a receipt at the Contracts Service of the ELAK COUNCIL, no later than the **16/11/2020 at 10 a.m.** They shall bear the following:

**N°:06 /ONIT/MINDDEVEL/ECITB/2020 OF 16/10/ 2020 FOR THE EXECUTION OF
REHABILITATION WORKS ON KETAM MANCHOCK TO NANKWI ROAD IN OKU SUB
DIVISION, IN BUI DIVISION, NORTH WEST REGION .**

FINANCING: PIB BUDGET; 2020 FISCAL YEAR

“TO BE OPENED ONLY AT THE BIDS OPENING SESSION”

11-OPENING OF BIDS: The administrative documents, the technical and financial proposals shall be opened on the **16/11/2020 at 11 am prompt**, local time, by the ELAK COUNCIL Internal Tenders Board in the presence of bidders or their representatives.

All Bidders may attend the opening session or each has himself represented by one person of his choice (even in the event of a joint-venture) with sound knowledge of his file.

12-EXECUTION DEADLINE: The maximum deadline provided for by the CONTRACTING AUTHORITY shall be **three (03) months** from the date of the notification of the service order for works to start.

13-ASSESSMENT BIDS: The bids shall be evaluated according to the main criteria as follows:

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.

i. 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:

- Absence or non conformity of an element in the administrative file if not rectified within 48 hours ;
- 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.
- Incomplete financial file
- Absence of bid bond
- Technical assessment mark lower than 75% of “Yes”.

ii. Essential criteria

Essential criteria are primordial in the judgment of the technical and financial capacity of candidates to execute the works forming the subject of the invitation to tender.

The criteria relating to the qualification of candidates are based on the following:

- General presentation of the tender files;
- References of the company in similar achievements;
- Logistics (Equipment);
- Methodology;
- Financial capacity;

- Attestation of site visit signed by the contractor.
- Report of site visit signed by the Contractor with pictures
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);
 - Pre – Financing capacity not less than 75% of the amount required in the offer

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

lii 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 75% of the essential criteria taken in to account.

The contract will be awarded to the bidder who would have proposed the offer with the lowest amount, in conformity with the regulations of the Tender Documents and having scored 100% of the eliminatory criteria and at least 75% of the essential criteria

Details of these main qualification criteria are specified in the assessment grid contained in the Special Tender Regulations.

14-AWARD OF CONTRACT: The contract shall be awarded to the lowest bidder, complying with the technical and administrative requirements.

15-DURATION OF TENDER VALIDITY: The tenders shall be valid for 90 (ninety) days with effect from their submission deadline.

16-BID BOND: The bid shall be submitted with a bid bond of five hundred and fifty four thousand (554,000) FCFA delivered by a banking institution recognized by MINFI and COBAC in the form provided in the special tender regulations. The bid bond shall remain valid 90 days after submission of the bids.

Subject to rejection, the provisional guarantee shall be obligatorily produced in its original dated not more than three (03) months.

For unsuccessful bidders, the provisional guarantee shall be released not later than 15 (fifteen) days after the expiry of tender validity. For successful bidders, it shall be released only after the definitive guarantee has been constituted.

17-FURTHER INFORMATION: Additional technical information may be obtained at the Contracts Service Of ELAK COUNCIL.

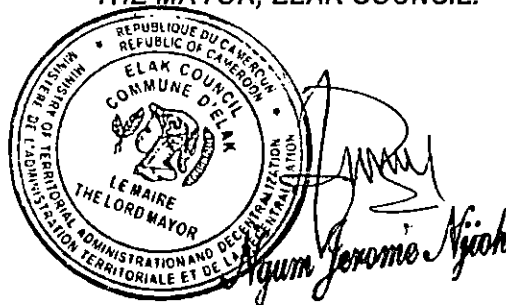
18-ADDENDUM: The CONTRACTING AUTHORITY reserves the right to carry out any necessary modifications to this invitation to tender.

DONE AT ELAL OKU, THE 16/10/2020

THE MAYOR, ELAK COUNCIL.

Copies:

- ARMP/BAMENDA
- DD MINEPAT BUI
- DD MINMAP BUI
- CRTV/BAMENDA
- OKU Municipal Radio
- Bill Board
- Files/Archives



AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N°:06 /ONIT/MINDDEVEL/ECITB/2020 OF16/10/2020 FOR THE EXECUTION OF
REHABILITATION WORKS ON KETAM MANCHOCK TO NANKWI IN OKU SUB DIVISION, IN
BUI DIVISION, NORTH WEST REGION

(En Procédure D'urgence)

MAITRE D'OUVRAGE: LE MAIRE DE LA COMMUNE DE OKU.

FINANCEMENT: P.I.BUDGETAIRE 2020

1-OBJET DE L'APPEL D'OFFRES: Dans le cadre de l'exercice Budgétaire 2016 de cameroon, la commune d'OKU représenté par le MAIRE d'OKU, lance en procédure d'urgence un **Appel d'Offre National Ouvert** pour la réalisation des Travaux sus indiqués.

L'appel d'offres porte sur l'exécution des travaux d'entretien de certaines routes en terre dans la ville d'OKU.

2-ALLOTISSEMENT: Les travaux objet du présent appel d'offre sont répartis suivant les tronçons indiqués ci-après :

Lot N°	DESIGNATION OF ROADS SECTIONS	Locality	Amount for bid bond	Project Amount	LENGTH(KM)	Duration in months
01	KETAM MANCHOCK-NANKWI	Manchock	554,000	27.700.000	4	03

3-Consistance Des Travaux

Ces travaux comprennent les opérations suivantes:

- *Le ré-profilage de la chaussée de 5-6m de largeur,*
- *la construction des fossés et exutoires,*
- *Le remblai et le rechargement de la chaussée,*
- *Le construction de fossé,*
- *Toutes autres tâches décrites dans le devis et le bordereau des prix.*

4-PARTICIPATION ET ORIGINE: La participation au présent appel d'offres est ouverte aux entreprises et/ou groupements d'entreprises des travaux publics installées au Cameroun.

5-FINANCEMENT: Les travaux objet du présent appel d'offres seront financés par le PIB 2016

6. CONSULTATION DU DOSSIER D'APPEL D'OFFRES : Le dossier d'Appel d'Offres peut être consulté dans le service de passation des Marchés, A COMMUNE DE OKU.

7. ACQUISITION DU DOSSIER D'APPEL D'OFFRES : Le Dossier d'Appel d'Offres peut être retiré dès publication du présent avis dans les services de Passation des marchés, COMMUNE DE OKU sur présentation d'une quittance de versement d'une somme non remboursable au titre des frais de dossier de **50 000** francs CFA payable à la recette municipale.

8. PRESENTATION DES OFFRES : Les documents constituant l'Offre seront répartis en trois volumes ci-après, placés sous simple enveloppe dont :

- Volume 1 : **Pièces administrative ;**
- Volume 2 : **Offre Technique ;**
- Volume 3: **Offre Financière.**

Toutes les pièces constitutives des Offres (Volume 1, 2 et 3), seront placées dans une grande enveloppe extérieure 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 couleur identique.

9. REMISE DES OFFRES :Chaque offre, rédigée en français ou en anglais et en cinq (05) exemplaires dont un (01) original et quatre (04) copies marquées comme tels, devra parvenir sous plis fermés, aux service des Marchés A commune de OKU, au plus tard **16/11/2020 à 10 heures**, et déposé Se contre récépissé. Elle devra porter la mention :

« AVIS D'APPEL D'OFFRES NATIONAL OUVERT

**N°:06 /ONIT/MINDDEVEL/ECITB/2020 OF 16/10/ 2020 FOR THE EXECUTION OF
REHABILITATION WORKS ON KETAM MANCHOCK TO NANKWI IN OKU SUB DIVISION, IN
BUI DIVISION, NORTH WEST REGION**

(En Procédure D'urgence)

Les offres parvenues après l'heure ou la date indiquées ci-dessus seront irrecevables.

10. OUVERTURE DES OFFRES : L'ouverture des offres s'effectuera en un seul temps et aura lieu **16/11/2020 à 11 heures, heure locale**, par la Commission Départementale de Passation des Marchés. Seuls les soumissionnaires ou leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier peuvent assister à cette séance d'ouverture.

11. RECEVABILITE DES OFFRES : Sous peine de rejet, les pièces administratives exigées doivent être produites en originaux ou en copies certifiées conformes par les services émetteurs, selon le cas, suivant les indications du RPAO. Elles devront être datées d'au plus trois (03) mois à l'ouverture des plis ou établies postérieurement à la date de publication de l'avis d'appel d'offres.

12. DELAI D'EXECUTION

Le délai maximum d'exécution des travaux est fixé à **trois (03) mois**.

13. CRITERES D'EVALUATION DES OFFRES :

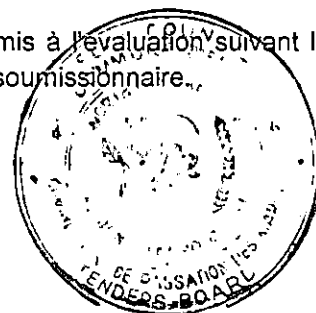
Les offres seront évaluées sur la base des critères ci-après:

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

i Critères éliminatoires

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

Il s'agit notamment:



- Absence ou non conformité d'une pièce administrative non régularisée dans 48h accordée par la commission;
- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- Fausses déclarations ou pièces falsifiées;
- Absence ou insuffisance de la caution provisoire de soumission;
- Offres dont l'enveloppe extérieure porte des mentions permettant l'identification du Soumissionnaire;
- Non validation de 75% de critère technique

ii 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 tels qu'il suit ;

- Présentation générale de l'offre ;
- Références de l'entreprise dans les réalisations similaires ;
- Moyens logistiques ;
- Méthodologie ;
- Capacité financière ;
- Attestation de visite du site signée par le M.D;
- Rapport de visite du site signée par le responsable de l'Entreprise
- Cahier des Clauses Techniques Particulières paraphé à chaque page, signée et cachetée à la fin ;
- Cahier des Clauses Administratives Particulières complété, paraphé à chaque page et signée à la fin ;
- Attestation de surface financière **supérieure ou égale 75%** du montant de l'offre

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

iii Critères de qualification

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **75%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins **75%** des critères essentiels.

Les détails de ces critères essentiels sont précisés par le Règlement Particulier de l'Appel d'Offres (RPAO) et repris dans la grille d'évaluation.

14-ATTRIBUTION DU MARCHÉ:

Le Maître d'Ouvrage attribuera le Marché au Soumissionnaire dont l'offre a été reconnue conforme pour l'essentiel au Dossier d'Appel d'Offres et qui dispose des capacités techniques et financières requises pour exécuter le Marché de façon satisfaisante et dont l'offre a été évaluée la moins-disante en incluant le cas échéant les rabais proposés.

Un même soumissionnaire ne peut être attributaire de plus d'un lot.

Dans le cas où un soumissionnaire ayant rempli les critères techniques aura présenté l'offre la moins-disante pour plus d'un lot, il se verra attribué le lot ayant le montant le plus élevé.

15-DURÉE DE VALIDITÉ DES OFFRES :

La durée de validité des offres est de quatre-vingt-dix (90) jours à compter de la date limite fixée pour leur remise.

16-CAUTIONNEMENT PROVISOIRE:

Chaque soumissionnaire devra joindre à ses pièces administratives, un cautionnement provisoire délivré par un établissement bancaire de premier ordre agréé par le Ministre en charge des Finances, dont le montant est de 5540.000 FCFA

Sous peine de rejet, le cautionnement provisoire devra être impérativement produit en original.

Le cautionnement provisoire sera libéré au plus tard quinze (15) jours après le délai de validité des offres pour les soumissionnaires n'ayant pas été retenus. Pour le soumissionnaire attributaire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

17-RENSEIGNEMENTS COMPLÉMENTAIRES:

Les renseignements complémentaires d'ordre technique peuvent être obtenus au service des Marchés de la Commune de OKU.

18-ADDITIF À L'APPEL D'OFFRES:

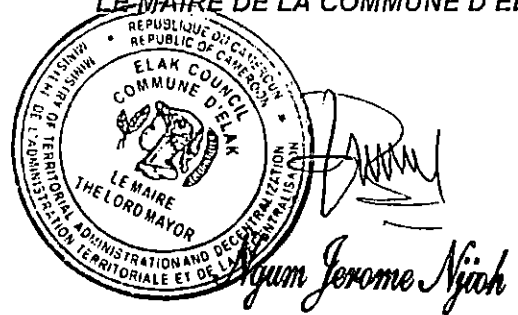
L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure au présent appel d'offres.

Fait à OKU, le 16/10/2020

LE MAIRE DE LA COMMUNE D'ELAK

Copies:

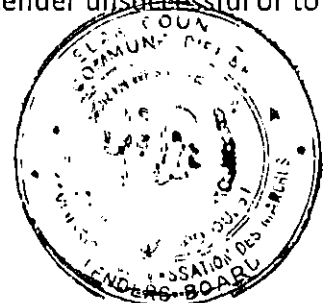
- ARMP/BAMENDA
- DD MINEPAT BUI
- CRTV/BAMENDA
- CAMNEWS
- OKU Municipal Radio
- Bill Board
- Files/Archives



DOCUMENT N° 2
GENERAL RULES OF THE INVITATION TO TENDER (R.G.A.O)

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A Generalities

Article 1: Scope of the tender

- The Contracting Authority as defined in the Special Regulations of the invitation to tender hereinafter referred to as "Contracting Authority" hereby launches through the Authority in Charge of Public Contracts an invitation to tender for the rehabilitation and/or completion of works described in the Tender File and briefly described in the Special Regulations.

The name and identification number which form the subject of the invitation to tender feature in the Special Regulations of the invitation to tender.

Hereafter reference is made to it under the term "works".

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

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

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

- defines, within the context of this clause, the following expressions in the following manner:
 - 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;
 - is involved in "fraudulent manoeuvres" whoever warps or distorts facts in order to influence the award or execution of a contract;
 - "collusive practices" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
 - And "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.

b) Will reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

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 contractors, subject to the following provisions:

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

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

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

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

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

• 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

(iii) Not under the direct supervisory authority of the Contracting Authority.

Article 5: Building materials, supplies equipment and authorized 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, supplies, equipment and services.

- 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 offer, bidders must:

- submit a power of attorney making the signatory of the offer bound by the offer; and
- (b) Update the information included in their request for pre-qualification which may have changed (or provide this information, in case of open invitation to tender).

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

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

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

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

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

Article 7: Visit of works site

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

7.2 The Contracting Authority 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 Contracting Authority, 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 of material damages, costs and fees incurred from this visit.

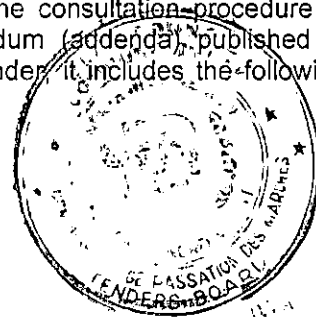
7.3 The Contracting Authority may organise a visit of the site of works during the preparatory meeting to establish the offers mentioned in article 19 of the General Regulations of the invitation to tender

B. Tender File

Article 8: Content of Tender File

8.1 The Tender file describes 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:

- The letter of invitation to tender (for restricted invitation to tender);
- The tender notice;
- The General Regulations of the invitation to tender;



- The Special Regulations of the invitation to tender;
- The Special Administrative Conditions;
- The Special Technical Conditions;
- The price schedule;
- The bill of quantities and estimates;
- The sub details of prices;
- Model tender letter;
- Model bid bond;
- Model of bank guarantee in replacement of the retention fund;
- Model contract;
- List of banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds.

8.2 The bidder must examine all the rules, forms, conditions and specifications contained in the Tender File. It is up to him to furnish all the information requested and prepare an offer in conformity with all aspects of the said file. Any inadequacy may lead to a rejection of his offer.

Article 9: Clarifications on the Tender File

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

A copy of the Authority's in Charge of Public Contracts response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought a 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 Authority in Charge of Public Contracts.

9.3 The complaint must be addressed to the Authority in Charge of Public Contracts or Contracting Authority and the chairperson of the Tenders Board.

It must reach Contracting Authority not later than fourteen (14) days before the opening of bids.

9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to 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 offers 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 to all bidders who bought the Tender File. The latter must acknowledge receipt of the addenda in writing to the CONTRACTING AUTHORITY.

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

C Preparation of offers

Article 11: Tender costs

The candidate shall bear the costs related to the preparation and presentation of his offer and the Contracting Authority 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 offer

The offer as well as any correspondence and all documents concerning the offer 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 offer 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 1: Administrative file**

It includes:

- i) All documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- iii) The written confirmation empowering the signatory of the offer to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.

- **Volume 2: Technical offer**

B.1 Information on qualifications

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

B.2 Methodology

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

B.3 Proof of acceptance of conditions of the contract

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

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

B.4 Commentaries (optional)

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

- **Volume 3: Financial offer**

The Special Conditions specifies the elements that will help in justifying the cost of works, namely:

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

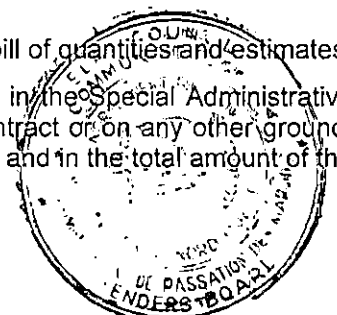
In this regard, the bidders will use the documents and models provided in the Tender File, subject to the provisions of article 17(1) of the General Regulations of the invitation to tender concerning the other possible forms of guarantees.

Article 14: Offer 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 offers, shall be included in the prices and in the total amount of the offer presented by the bidder.



14.4 If a price revision/updating clause are 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 a price revision.

14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in the Document No. 8.

Article 15: Currency of offer and payment.

15.1 In case of international invitations to tender, the currencies of the offer 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 offer shall be entirely made in the national currency (CFA franc).

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

- Prices shall be entirely drawn in CFA francs. The bidder who intends to commit expenditures in other currencies for the realisation of the works shall indicate in the annex to the tender the percentage(s) of the amount 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.
- The exchange rates of the foreign currency in CFA francs used by the bidder to convert his offer into national currency shall be specified by him in an annex to the offer. This rate shall be applied to 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 offer 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 works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country as specified in the Special Regulations and called "national currency";

b) 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 in common accord between the Contracting Authority and the contractor in a way as to take account of any modification in the foreign currency needs within the context of the contract.

15.6 For national invitations to tender, the currency shall be the CFA franc.

Article 16: Validity of offers

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

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 offer without losing his bid bond. A bidder who consents to an extension shall not be asked to modify his offer 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 offers is extended for more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the formula featuring in the request for extension that the Contracting Authority addressed to bidders. The updating period shall run from 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.

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 offer.

- 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 offers 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 offer 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 offer 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 offer during the period of validity;
 - b) If the retained bidder:
 - i) fails in his obligation to register the contract in application of article 37 of the General Regulations;
 - ii) Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations.

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. Offers 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 offer conforming to the basic solution that has been evaluated as the lowest bid.

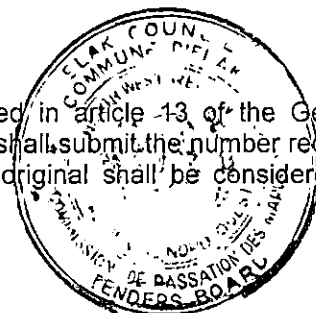
18.3 When according to the Special Regulations the bidders are authorized, to directly submit the technical variants for certain parts of the works, these parts of the works must be described in the technical specifications. Such variants shall be evaluated according to their own merit in accordance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

Article 19: Preparatory meeting to the establishment of offers

- 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 writing or by telex 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 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 offers shall not be a reason for disqualification.

Article 20: Form and signature of offer

- 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 offer 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 offer containing alterations or changes must be initialled by the signatory (ies) of the offer.
- 20.3 The offer shall be bearing no modification, suppression or alteration unless such corrections are initialled by the signatory (ies) of the offer.

d. Submission of offers

Article 21: Sealing and marking of offers

- 21.1 The bidder shall seal the original and each copy of the offer 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 ON THE DAY AND AT THE TIME FIXED FOR THE OPENING OF BIDS" 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 offer if it is late in accordance with article 23 of the General Regulations and to meet the provisions of article 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 offer is misplaced or opened prematurely.

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

- 22.1 The offers 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 offers 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 offers

Any offer received by the Authority in Charge of Public Contracts beyond the deadline for the submission of offers in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of offers

- 24.1 A bidder may modify or withdraw his offer 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 offers. The said notification must be signed by an authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT OFFER" or "MODIFICATION".
- 24.2 The notification of modification or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. The 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 offers.
- 24.3 Offers being requested to be withdrawn in application of article 24(1) shall be returned unopened.
- 24.4 No offer may be withdrawn during the interval between the submission of offers and the expiry of the validity of offers specified by the model tender. The withdrawal of an offer 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 offers

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

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 offers*] and any variant, where necessary, the existence of a guarantee of the offer if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of offers announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.

25.4 Offers (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 offers, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.

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 ARMP an initialled copy of the offers presented by bidders.

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

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

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

Article 26: Confidential character of the procedure

26.1: No information relating to the examination, clarification, evaluation and comparison of offers and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person concerned with the said procedure before the announcement of the award.

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

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

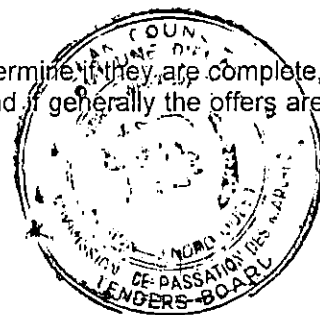
Article 27: Clarifications on the offers and contact with the Contracting Authority

27.1 To ease the examination, evaluation and comparison of offers, the chairperson of the Tenders Board may, if he desires, request any bidder to give clarifications on his offer. This request for clarification and the response given are formulated in writing but no change on the amount or content of the offer is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 29 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 offers, between the opening of envelopes and the award of the contract.

Article 28: Determination of Conformity of offers

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



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

28.3 An offer that conforms to the Tender File shall essentially be an offer that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:

- which substantially limits the scope, quality or realisation of the works;
- which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
- Whose correction would unjustly affect the competitiveness of the other bidders who presented offers that essentially conformed to the Tender File

28.4 If an offer is essentially not in conformity it shall be rejected by the competent Tenders Board and shall not eventually be rendered in conformity.

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 offers.

Article 29: Qualification of the bidder

The Evaluation sub-committee shall ensure that the successful bidder because having an offer substantially in conformity with the provisions of the Tender File, fulfils the qualification criteria stipulated in 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 offers considered essentially in conformity with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:

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

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

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

Article 31: Conversion into a single currency

31.1 To facilitate the evaluation and comparison of offers, the Evaluation sub-committee shall convert the prices of offers expressed in various currencies into those in which the offer 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 of financial offers

32.1 Only offers considered as being in conformity, 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 offers, the Evaluation Sub-committee shall determine for each offer the evaluated amount of the offer by rectifying the amount as follows:

- By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- By excluding projected sums and where necessary provisions for the unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are evaluated in a competitive manner as specified in the Special Regulations.
- By converting into a single currency the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;

- By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- If need be, in accordance with the provisions of 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.
- If need be, in accordance with the provisions of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated according to their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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 offers.

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

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

Article 33: Preference granted national bidders

If this provision is mentioned in the Special Regulations, national contractors may benefit from a margin of national preference during the evaluation of offers as provided for in the Public Contracts Code.

F. Award of the contract

Article 34: Award

34.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose offer 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 offer 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, as well as their financial situation at the time of award.

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 of Public Contracts where the offers 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 the award of the contract

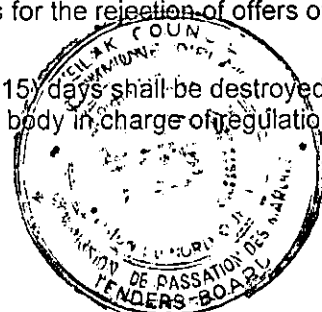
Before the expiry of the validity of the offers set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail or by any other means that his offer was retained. This letter will indicate the amount the Contracting Authority will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

Article 37: Publication of results of award and petitions

37.1 The Public Contracts 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 offers.

37.2 The Authority in charge of Public Contracts is bound to communicate the reasons for the rejection of offers of the bidders concerned who so request.

37.3 After publication of the award results, offers 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 Authority in charge of Public Contracts, with copies to the body in charge of the regulation of public contracts, the Contracting Authority or and the chairperson of the Tenders Board. 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 and the competent Specialised Contracts Control Board, where need may be for approval.

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 approved by the competent Tenders Board and subscribed by the successful bidder.

38.3 The contract must be notified to the holder 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 Contracting Authority with a final bond, in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.

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

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

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

DOCUMENT N° 3:
SPECIAL RULES OF THE INVITATION TO TENDER (R.P.A.O)

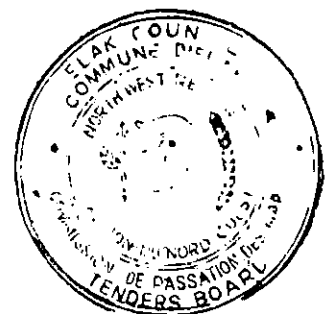


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ARTICLE 1: DEFINITION OF WORKS

The invitation to tender concerns the execution of Rehabilitation works KETAM MANCHOCK-NANKWI in ELAK COUNCIL area.

ARTICLE 2: FINANCING

The works, subject of the present invitation to tender will be financed by the PIB 2020 FISCAL YEAR.

ARTICLE 3: DEADLINE FOR THE EXECUTION OF WORKS

The maximum delay of execution of works is fixed for three (3) months.

ARTICLE 4: CONDITIONS OF PARTICIPATION

The Participation to the present invitation to tender is open to all enterprises and/or groupings of enterprises of public works installed in Cameroon.

ARTICLE 5: RESPECT OF THE CONDITIONS OF INVITATION TO TENDER

All tender no-compliant to provision of the present invitation to tender will be declared prohibited. The tender file should be deposit at the place, date and hour indicated in the tender notice against receipt of deposit. All tender delayed at one hour or one ulterior date will be refused.

All documents submitted by the bidder to some title that it is, in application of the present invitation to tender will be exclusively established in French or English language, while using the metric system and while expressing all prices in currency CFA franc for the assessment of tenders.

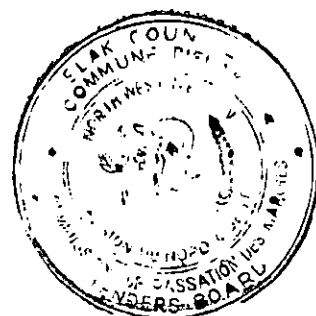
After the deposit of its tender, the bidder cannot withdraw it, nor to modify it or to correct it for do some reason what so ever. This condition is as much valid before as after the expiration of the submission deadline of tenders.

ARTICLE 6: DOCUMENT CONTAINED IN THE TENDER FILE

The documents being part of the present invitation to tender are composed as follows:

- Document N° 0 - Open National Invitation to Tender - ONIT (AAO);
- Document N° 1 - General rules of the Invitation to Tender - GRIT (RGAO);
- Document N° 2 - Special rules of the Invitation to Tender - SRIT (RPAO);
- Document N° 3 - Special Administrative Provisions Logbook – SAPL (CCAP);
- Document N° 4 - Special Technical Provisions Logbook – STPL (CCTP);
- Document N° 5 - Setting of the Mail Enclosure for Unit Prices - MUP (BPU);
- Document N° 6 - Descriptive estimates;
- Document N° 7 - Setting of the estimate detail;
- Document N° 8 - Setting of the Sub-detail of Prices;
- Document N° 9 - Models Documents:
 - 9.1: Model of Tender;
 - 9.2: Model of Bid Bond;
 - 9.3: Definitive Security Bond Model;
 - 9.4: Model of banking guarantee of refund of preparatory advance;
 - 9.5: Model of bond of restraint of guaranty;
 - 9.6: Model of Contract;
 - 9.7: Model of Power of Attorney;
 - 9.8: Model of Joint venture agreement;
 - 9.9: model of Location;
 - 9.10: model calculation of the majority's coefficient.

Document N° 10 - Annex:



10.1: Model of general information Notebook concerning the bidder;

10.2: Setting of the list of materials (Machines and equipments) that the bidder intends to use for the execution of works;

10.3: List of the staff that the bidder intends to use for the execution of works;

10.4: Setting of the program of execution of works;

10.5: Attestation of site visit;

Document N° 11: Grid of Tenders analysis;

Document N° 12: Banking establishment list and financial organisms allowed giving out bonds in the setting of public's contracts;

ARTICLE 7: ENLIGHTENMENTS AND MODIFICATIONS TO DOCUMENTS OF THE TENDER FILE

The bidder can request for information concerning the documents of the Invitation to Tender. If the case arises, they should refer by writing to the Contracting Authority, in view to get the wished precisions, before the deposit of their Tenders. The Contracting Authority will have to answer in writing before the fourteenth (14) day that precedes the deadline of the deposit of the Tenders.

No answer will be given to unwritten questions and all interpretation by a bidder of the documents of Invitation to Tender not having been subject of an addendum will be merely rejected and will not be able to imply the responsibility of the administration.

Addendums to the Tender file could also be brought by the Contracting Authority, in order to make more comprehensible the documents of the Invitation to Tender or to bring technical modifications or other documents of the Invitation to Tender. These addendums will be part of the Tender file and will be communicated by mail, telex, fax or e-mail to all purchasers of the file who will acknowledge receipt of it by the same ways. The Contracting Authority will have to, as much as possible, to report the date of deposit of tenders to take in account of the aforesaid addendums.

ARTICLE 8: ESTABLISHMENT OF THE BID

The establishment of the prices by the bidder is reputed to have been made on the basis of the perfect knowledge of rules, dues and taxes in force in the Republic of Cameroon and applicable to Public Contracts.

The amount of the tender will dispose the amount without taxes, the amount of the value-added tax, and the amount all taxes includes in CFA francs.

The bidder should fill in letters and in numbers, the prices of the mail enclosure of the unit prices, carry them in the setting of the estimate detail and multiply them by the indicated quantities, in order to get the total amount of its tender. In case of conflict between the prices in letters and those in numbers, the first will be those to consider and will act as basis to the calculation of the amount of the tender, unless this amount is bound to an arithmetic mistake in the sub-detail of prices, in that case the amount in numbers will prevail.

Upon dismissal, the mail enclosure of the unit prices should be inevitably complete. The possible mistakes of calculation will be straightened by the subcommittee in charge of analysis of tenders and the amount will be reviewed if necessary, without it leading to some complaints by the bidder.

ARTICLE 9: PRESENTATION OF BIDS

9.1: signature of Tenders–Subsidiaries

All signatures and initials necessary for the deposit of tenders and indicated in this article will be affixed by the bidder or his representative duly designated.

In the case where the tender is made by a grouping of enterprises, every member of the grouping or his substitute will be held to sign or to initial the documents of the tender, so that a conjoined or interdependent tender results from it. This grouping will indicate the common substitute authorized to receive the Jobbing Orders and to represent the grouping for all relative transaction in respect to the present invitation to tender and to the subsequent Contract.

9.2: Presentation of Tenders

The tenders will be presented in seven (07) copies of which one (01) original and six (06) copies indicated as such, in a (01) closed and sealed envelope having no stamps, nor indication on the Bidder's identity and bearing the mention:

**“OPEN NATIONAL INVITATION TO TENDER N°:06 /ONIT/MINDDEVEL/ECITB/2020 OF
.....AUGUST 2020 FOR THE EXECUTION OF REHABILITATION WORKS ON KETAM
MANCHOCK TO NANKWI IN OKU SUB DIVISION, IN BUI DIVISION, NORTH WEST REGION**

FINANCING: PIB; 2020 FISCAL YEAR

“TO BE OPENED ONLY AT THE BIDS OPENING SESSION”

Every tender file will bear three (03) volumes:

- volume 1 (administrative documents);
- volume 2 (technical bid) ;
- volume 3 (financial bid)

9.2.1 Administrative Documents (Volume 1)

It is about the furnishing subsequent documents dated for not more than three (03) months:

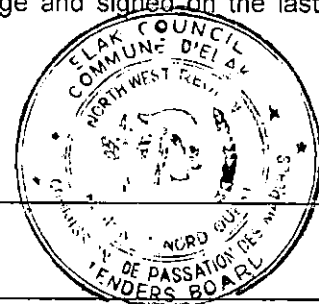
1. Declaration of intention to tender stamped with the tariff in force;

- The Patent (Business Registration) of the running exercise (compliant certified copy signed by the competent services of Taxation);
- Taxpayer's card under validity (compliant certified copy signed by the competent services of taxation).
- A certificate of imposition under validity certified by an Inspector of Taxes, territorially competent (original);
- A Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months (original) ;
- An attestation of non-redevance and the fiscal situation slip under validity (original) ;
- An attestation of submissiveness for CNPS (original) ;
- An attestation of banking domiciliation of the bidder (original) ;
- The receipt of purchase of the file of call of offers (original) ;
- The temporary security bond (original) following models joins to the Tender file;
- An attestation of temporary or definitive non exclusion of the public contracts, delivered by the organ in charged of the regulation of public contracts - ARMP(original);
- The submissive powers in the case where the bidder would act like substitute of a grouping (original);
- The copy of the grouping convention. In this case, the documents 1 to 6 and 10 should be produced for each of the members of the grouping;
- The Special Regulation Condition for Tender initialled on every page;
- The models of guarantees initialled on every page;
- The model of Contract project initialled on every page;
- The Special Administrative conditions Logbook (CCAP) initialled on every page and signed on the last page.

9.2.2 Technical bid (volume 2)

It will bear the quoted documents below and placed in the following order:

N° ORDER	DESIGNATION	DETAILS	JUSTIFICATION
B.0	- Attestation of Site Visit - Site Visit Report	Following model in appendix	Date, Signature and stamps of a Council authority (Mayor, Deputy Mayor, SG) Date, Signature and stamps of the bidder
B1		To indicate the similar	To join the first and last pages of the contracts



	Similar work reference	work list achieved during the last 10 years	recorded, attached with the minutes of temporary or definitive reception of the aforesaid contracts or attestation of good end.
B2	List of the material	In accordance with the appendix 10.2 To indicate the list of the working materials and other motorised materials ;	To join the legalised photocopies of the blue cards (carte grise) duly signed by the competent services of the Ministry of the Transport or the leasing attestation for the motorised materials and the bill for the remaining of the material.
B3	List of the staff	In accordance with the appendix 10.3 To indicate the Monitoring staff.	To join curriculum vitae duly dated and signed, compliant certified photocopies of the diploma by an administrative authority, attestation of presentation of the original of the diploma; attestation of availability duly dated and signed, having more than seven years of general experience.
B4	Technical propositions and planning of works	In accordance with the appendix 10.4 - Define the methodology and planning of work; - Indicate the measures proposed for the security and the preservation of the health of the workers in site	Initialled on every page, dated and signed.
B5	Special Technical Conditions Logbook	To insert the CCTP includes in the present tender file	Initials on every page, date, signature and stamps of the bidder at the end of the document.
B6	Attestation of solvency	To indicate the amount of the capacity of pre-financing of the bidder.	Date, stamps and signature of the issuing bank, recognised by the MINFI.

9.2.3 Financial Bid (volume 3)

It should contain the quoted documents below and placed in the following order:

N° ORDER	DESIGNATION	DETAILS	AUTHENTICATION
C1	Bid	Model joins duly completed with indication of the amount of the proposition	- Date, signature, name and stamp of the bidder. - Fiscal stamp at the rate in force.
C2	Mail enclosure of the Prices	Original of the setting duly completed in letters and in numbers by the bidder	Initials on every page, date, signature and stamp of the bidder at the end of the slip.

C3	Estimate detail	Original of the setting duly completed by the bidder	Initials on every page, date, signature and stamp of the bidder.
C4	Sub-detail of the Prices unit	Details of every price unit following the rules in force and according to the model joins to the tender file	Initials on every page, Date, signature and stamp of the bidder.
C5	coefficients majorateurs sur prix secs		Initials on every page, Date, signature and stamp of the bidder

All bids non-accompanied by the above documents and non-compliant to the required models will be rejected.

ARTICLE 10: TEMPORARY SECURITY BOND

Every bidder should join to its administrative documents, a temporary security bond delivered by a first-class banking establishment recognised by Ministry of Finance, whose amount is **five hundred and fifty four thousand (554,000) FCFA** Subject to dismissal, the temporary security bond should be produced imperatively in original.

The temporary security bond will be freed as from thirty (30) days after the validity deadline of the tenders for the bidders not having been retained. For the retained bidder, the temporary security bond will be freed after constitution of the definitive security bond.

The temporary security bond should be valid for a hundred and twenty (120) days as from date of deposit of tenders.

Fifteen (15) days after designation of the retained enterprise, the Contracting Authority will restore the security bond to each of the bidders whose offers have not been retained, and not more than thirty (30) days after expiration of their validity deadline. For the retained entrepreneur, the temporary security bond will remain valid until the definitive security bond is constituted.

The temporary security bond could be seized if the retained enterprise doesn't sign the Contract or don't constitute the definitive security bond within the time limit.

ARTICLE 11: DEPOSIT OF THE BIDS

Every bid, written in French or in English and in SEVEN (07) copies of which (01) original and six (06) copies indicated as such, should arrive under closed folds, at the Contract services of the ELAK COUNCIL latest the/08/2020 at 10 a.m

ARTICLE 12: VALIDITY DEADLINE OF THE TENDERS

The length of validity of the tenders is of ninety (90) days as from date of deposit of tenders.

ARTICLE 13: OPENING OF BIDS

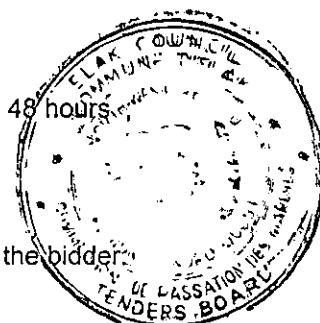
The opening of the bids will be proceed in only one instance and will take place in OKU the/08/2020 as from 11 am, local time, by the ELAK COUNCIL Internal Tenders Board. Only the bidders or their representatives duly designated and having a perfect knowledge of the file can attend this sitting of opening.

ARTICLE 14-ASSESSMENT OF THE BIDS

The assessment of tenders will be made in two phases, that is: the administrative and technical tender assessment (1st phase) and the financial tender assessment (2nd phase). It will be below schedule following the criteria define below.

14.1: Eliminary criteria

- Absence or non conformity of an element in the administrative file if not rectified within 48 hours
- 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.



- Incomplete financial file
- Absence of bid bond
- Technical assessment mark lower than 75% of "Yes".

14.2: Essential Criteria

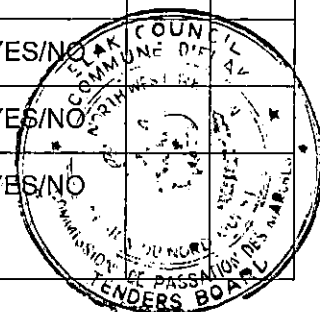
The technical tender will be valued according to the following notation grid:

- General presentation of the tender files;
- References of the company in similar achievements;
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- Attestation of site visit signed by the contractor.
- Report of site visit signed by the Contractor with pictures

The detail of the grid is as followed:

N°	CRITERIAS	NOTATION (YES/NO)		
A	REFERENCES	Years		
1	Number of projects achieved in the domain of Public Works with the minimal amount of 30 millions - (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) for the last ten years	Sup or Equal to 3		
2	Number of projects of road works executed with a minimal amount of 30 millions (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) during the last ten years	Sup or Equal to 2		
3	Number of projects of urban roads network executed (the references will be judged there by the first and last pages of the contracts together with the pertaining minutes of the reception or attestation of good end) during the last five years	Sup or Equal to 1		
B	SUPERVISORY STAFF	Years		
B1	Chief of works (foreman)			
4	at least with a based Level of Civil Engineer	YES/NO		
5	Experience in road and bridges works	Sup or equal to 3 years		
6	Number of projects at the station of Chief works	Sup or equal to 1		
B3	Topographer			

7	at least with a based Level of Higher technician (TST)	YES/NO		
8	Experience in road surveys	Sup or equal to 2		
9	Number of projects at Topographer's station	Sup or equal to 1		
B4	Assistant Chief of works			
10	at least with a based Level of Higher technician (TSGC)	YES/NO		
11	Experience in road and bridges works	Sup or equal to 2 years		
12	Number of projects at the station of technician	Sup or equal to 1		
C	MATERIAL			
	Motorised material (estimated on the basis of the presentation of legalised photocopies by the competent services of the Ministry of Transport or attestation of leasing, with custody justification and the legalised bills for the rest of the material. In case of renting, to join a copy of the renting contract. These documents must dated for not more than three months)			
13	02 trucks (bennes) of capacity $\geq 11m^3$	YES/NO		
14	01 connection Vehicle	YES/NO		
15	01 Bulldozer	YES/NO		
16	01 Caterpillar	YES/NO		
17	01 Grader	YES/NO		
18	Water Tanker	YES/NO		
19	Steamroller	YES/NO		
20	Cement mixer	YES/NO		
21	Vibrator with spine	YES/NO		
22	Dame sauteuse	YES/NO		
23	Compresseur avec marteau piqueur	YES/NO		
24	Generator	YES/NO		
25	Sufficient small Tooling: Shovels, wheelbarrows, Pickaxes, etc....	YES/NO		
26	Minimum material of laboratory (balance, Proctor mould, densitometer with membrane, set of sieve, Casagrande machine, equivalent sand machine, steam cup)	YES/NO		



27	Minimum material of topography (Total Station or theodolite, staff, canes, reflectors, distance meter)	YES/NO		
D	FINANCIAL CAPACITY			
28	Declared incomes on the Patent (Business Registration)	Sup or equal to 50 Millions		
29	Cumulated incomes for the last five years	Sup or equal to 100 Millions		
30	attestation of pre-financing capacity of works (attestation of solvency delivered by a recognised bank)	Sup or equal to 30 Millions		

A sub-technical tender will be judged acceptable when it will have, to the term of the analysis, gotten at least 21 positive elements of the essential criteria. All tenders that won't have satisfied to this condition won't be the subject of financial assessment.

14.3: Financial bid assessment

The tender board will verify if the financial bid are compliant and complete. It will besides, proceed to the verification of calculations operations and the pertaining possible mistakes.

The financial bids of bidders will be verify and subsequently rectified on the following bases:

- a. If there is contradiction between the unit price and the total price gotten while multiplying the unit price by the quantities, the unit price will make faith and the total price will be corrected, unless, upon the opinion of the subcommittee in charge of analysis of tenders, the comma of the decimals of the unit price is obviously badly placed, to which presses the indicated total price will prevail and the unit price will be corrected;
- b. If the total obtained by addition or subtraction of sub-totals is not accurate, the sub-totals will make faith and the total will be corrected;
- c. If there is contradiction between the price indicated in letters and in numbers, the amount in letters will make faith, unless this amount is bound to an arithmetic mistake confirmed by the sub-detail of the aforesaid price, to which presses the amount in numbers will prevail subject to the paragraphs (a) and (b) above.
- d. In case of omission of a unit price quantified in the bid, this bid will be merely disqualified.

ARTICLE 15– ATTRIBUTION OF THE BID

The Tender will be assigned to the bidder presenting the least offer and/but satisfying the requisite technical and administrative capacities.

ARTICLE 16–VERIFICATION OF BIDS

16-1 the administration reserves to itself a necessary time for the verification of tenders and to make its selection. It will possibly rectify, as indicated to the article 14. If the provisional retained bidder doesn't accept this correction, its offer will be rejected and its bid bond could be seized in this case.

16-2 on the request of the President of tender board, the bidder should provide in writing, in the seven calendar (07) days following the request all necessary information to the examination of its bid or concerning the omissions or mistakes raised on.

ARTICLE 17–PROCEDURE OF CONSTITUTION OF CONTRACT

The contract resulting from the present call for invitation to tender will be prepared, approved and executed in accordance with provision of the decrees N°2004/275S of 24th September 2004 bearing Public Contract Code.

The retained entrepreneur will receive notification to his official address or by way of press.

In the case where the retained contractor won't have fulfilled his liabilities, the administration reserves the right to cancel the contract without the contractor having the possibility for a last resort.

Once the contract is approved and signed, the beneficiary receives notification of it. He must in the twenty (20) days that follow, to produce its definitive security bond (according to the model joins in appendix) and to proceed to its registration according to the procedures and duties in force.

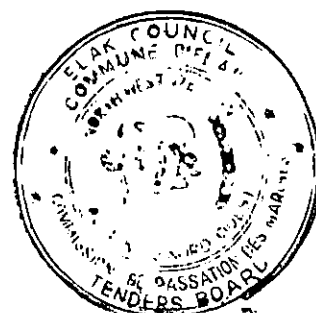
The retained contractor, after signature of the contract and in accordance with its conditions will have to take all necessary arrangements in order to insure the quick start of works upon receipt of the Jobbing Order of the Contracting Authority.

ARTICLE 18: COMPLEMENTARY INFORMATION

The complementary information can be obtained at the ELAK COUNCIL service for contracts Tel., 675 88 75 99

ARTICLE 19: SUBSCRIPTION OF THE CONTRACT PROJECT

The Notice publishing the results will fix the deadline of subscription of the contract project by the retained contractor. Failing to conform itself to this deadline, the Contracting authority will reserve the right to annul this assignment.



DOCUMENT N° 4:
SPECIAL ADMINISTRATIVE CONDITIONS (C.C.A.P)



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CHAPTER I: GENERAL PROVISIONS

Article 1: Aim of the CONTRACT

The subject of this contract shall be the Execution of Rehabilitation Works on KETAM MANCHOCK-NANKWI IN, OKU
SUB DIVISION, IN BUI DIVISION

Article 2: Lois ET Réglementations Applicables

- This jobbing order is subject to the following General texts of law
- 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 ° 2018/366 of 20 June 2018 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 ° 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- Order No.033/CAB/PM of 13th February 2007 bearing the general administrative conditions,
- 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. 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 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°2012/075 of 08 February 2012 to organize the Ministry of Public Contracts;
- Decree N°2012/076 of 08 February 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;
- Letter No.0005193/L/PR/MINMAP/CAB of 24th October 2013 bearing method of evaluation of financial bids, Total without taxes (THT) and Total all taxes inclusive (TTC),
- The circular N° 00008349/C/MINFI of 30th December 2019 on instructions relating to the execution of the finance law, the monitoring and execution of the State Budget, Administrative, Public Establishment, Regional and local Authorities for the 2019 financial Year;
- Unified Technical Documents (DTU) for building works;
- The Norms in force in the Republic of Cameroon;



- Other texts specific to contracting fields.

Article 3: Definitions and duties

- *General definitions*

The Authority in Charge of Public Contracts is the mayor of ELAK COUNCIL.

He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.

- Contracting Authority is the lord Mayor of ELAK COUNCIL.

He ensures the respect of the administrative, technical, financial conditions and contractual time-limits.

- The Contract Engineer is *the* Divisional Delegate of public works for BUI hereinafter referred to as the Control Engineer.

His Missions will be to proceed on the technical control of the project and ensure the strict respect of the contract.

- The Project Manager shall be the Council Development Officer of ELAK COUNCIL.
- Chief of control brigade (MINMAP-BUI) shall work together with project manager and control engineer to insure proper execution.

- The contractor shall be *specified*.

- *Security*

- The authority in charge of ordering payment shall be the Contracting Authority
- The body or official in charge of payment shall be *the municipal Treasurer of ELAK COUNCIL*.
- The official competent to furnish information within the context of execution of this contract shall be *the Contract Engineer*.

NB: The Project manager shall assume the functions of a contract manager in this case.

Article 4: Language of the Contract

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

Article 5: Constituent documents of the contract

The constituent contractual documents of this contract are in order of priority:

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

Article 6: Contract Awards

This contract shall be awarded by an *OPEN NATIONAL INVITATION TO TENDER*

Article 7: Communication

- All notifications and written correspondences within the framework of this contract 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 Contract Manager and immediately after completion of the works, correspondences shall be validly addressed to the *Contract Engineer*.

- The contractor shall address all written notifications or correspondences to the *Contract Manager* with a copy to the *Contract Engineer*.

Article 8: Administrative Orders

- The Administrative Order to start execution shall be signed by the *Contracting Authority* and notified by the *Contract Manager*.
- Administrative Orders with financial incidence likely to modify the time-limits shall be signed by the *Contracting Authority* and notified by *Contract Manager* with copy to the *Contract Engineer*, the *Project Manager*, the *Divisional finance Controller* and the *Authority in Charge of Public Contracts*.
- Administrative Orders of a technical nature linked to the normal progress of the work and without financial incidence shall be signed and notified directly by *Contract Engineer* with copy to the *Contract Manager*.
- Administrative Orders of suspension and resumption of works, because of weather, will be signed by the *Contracting Authority* and notified by *Contract Manager*, with copy to the engineer, to the *Project Manager*.
- Administrative Orders serving as warnings shall be signed by the *Contracting Authority* and notified by *Contract Manager*, with copy to the *Contract engineer*, to the *Project Manager*.

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.

The contractor of the present contract will address all written correspondences to the *Contracting Authority*. As concern, the correspondences addressed to other intervening parties by the contractor, a copy will be transmitted in the same delays to the *Contracting Authority*.

Article 9: Contractor's personnel

- Any modification, even partial, made to the technical offer shall only occur after the written approval of the Contract Manager. In case of modification, the contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).
- In any case, the lists of supervisory staff to be used shall be subject to the approval of the Contract Engineer within fifteen (15) days of the notification of the Administrative Order to start execution. The Contract Engineer has eight (8) days to notify his opinion in writing with a copy being sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- Any unilateral modification on the supervisory staff made in the technical offer prior to and during the works shall be a reason for termination of the contract as mentioned in article 36 below or the application of penalties.

CHAPTER II - EXECUTION OF WORKS

Article 10: Consistency of Works

Works are to be realised on the stretch of earth roads as designated below:

N°	DESIGNATION OF ROADS SECTIONS	UNIT	LENGTH
R1	KETAM MANCHOCK-NANKWI	Km	4
	TOTAL	Km	4

These works shall involve the following tasks:

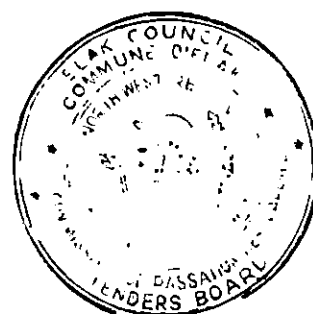
- *The re-profiling of the carriageway of 7m width*
- *The creation of ditches and outlets*
- *The backfilling/re-loading of the carriageway*
- *The construction of culverts*

All other works described in the bill of estimates

Article 11: Quarters of the Contractor

In the fifteen (15) days that follow the notification of the contract to the entrepreneur, this one will elect domicile close to the site and will notify in writing to the contract engineer with copy to the contract manager.

Article 12: Knowledge of the Site and General Conditions of Works



The contractor is reputed to have visited and examined the site of works and its neighbouring, and took knowledge, before the deposit of his bid of features of the site and the nature of works to execute, of the importance of the materials to provide, of the ways and means of access to the site, of the necessary facilities. In a general manner, he is reputed to have obtained all information concerning the risks, risks and circumstances susceptible to influence his tender.

The contractor won't be able to take advantage of the insufficiency of the knowledge of the site and/or of the conditions of works to solicit an amendment (avenant) or a prolongation.

Article 13: Role and Responsibility of the Contractor

The contractor has for mission to insure the execution of works under the control of the Project Manager and in accordance with the rules and norms in force. He is held notably to do (if necessary) the calculations, tests and analyses, to determine, to choose, to buy, and to supply all equipments, materials and necessary supplies for the execution of works. He is held to employ the useful staff, specialised or not.

The contractor is responsible vis-à-vis the Contracting Authority of the quality of the materials and supplies used, of their perfect adaptation to the needs of the building site, of the good execution of works, of the supplies and interventions done by the recognised subcontractors.

He has the obligation to put back in state the works damaged because of its works and to conform itself to the legislation in force in Cameroon concerning the respect of the environment. He should execute all works specified to the (CCTP) and the texts and instructions mentioned to article 41 of the present (CCAP). He will have the obligation notably to display a discipline code in the enterprise while taking in account the environmental problems.

Article 14: Subcontracting

The present contract gives the possibility for the contractor to make execute, after express authorisation of the Contracting Authority, a part of works by subcontractors. The amount of works susceptible to be subcontracted is limited to 30% of the amount of the contract.

This authorisation doesn't free the contractor of none of his contractual liabilities. The subcontractors should satisfy to the same conditions that the holder of the contract. They will execute their parts of works under the contractor only and full responsibility. The recognized subcontractors won't be able to get the profit of the direct regulation of works.

Article 15: Works In Production Department

Without Subject

Article 16: Plans and Documents of Execution

The detailed plans and other necessary documents to the execution of works will be established by the contractor on the basis of the data of the Tender File.

They will be forward to the Project Manager within at least ten (10) days before all beginning of execution of the corresponding works. This last has a delay of seven (7) days to make part to the contractor of his observations and remarks. He will transmit the document corrected including his opinion to the approval of the Contract Engineer with copy to the Contract Manager.

At the latest one month after the provisional reception and in all before the payment of the final deduction, the contractor will forward to transmit by the cares of the Project Manager to the CONTRACTING AUTHORITY three (3) copies of the revised plans of works of which a reproducible original, approved by the Contract Engineer and the Project Manager.

Article 17: Public and Private Networks

The contractor must take some precautions with cables and pipelines in the neighbourhood. For that to make, he should search for before all beginning of execution of works the existing buried cables and pipelines (electricity, water, telephone etc....) situated in the zones concerned by works.

In the event where the staff or the machine of the contractor or his subcontractors would cause a damage to these cables or pipelines, the repair works will be done at the contractor charges. To this effect he will take the attachment of the concessioner concerned. These measures don't decline in anything, the contractor for, his responsibility on the indirect damages that could result.

Article 18: Material and Personnel to be put In Place

In his bid, the contractor committed to mobilise the necessary human and material resources for the good execution of works according to the rules of the art and according to the conditions of the present CCAP and CCTP.

The contract has been assigned on the basis of the detailed lists of the material and the supervisory staff possibly completed at the demand of the administration. Any modification even partial proposed on the technical tender will only intervene after written agreement of the Contract Manager. In case of modification, the contractor will make a replacement of a staff of the same expertise (qualifications and experience) or a replacement of a similar performance material and in good working order.

In any case, the lists of the material and of the supervisory staff to put in place will be submitted to the approvals of the Contract Engineer after opinion of the Contract Manager, in the fifteen (15) days that follow the jobbing order. The Contract Engineer will have eight (8) days to notify his opinion in writing. Past this delay, the lists will be considered like approved.

Unilateral modification brought to the propositions in material and in supervisory staff of the technical tender, before and during works constitutes a cause of termination of the contract.

Article 19: Project of Execution

In a maximum deadline of ten (10) days from the assignment of the contract, the contractor will submit to the approval of the Contract Engineer, after motivated opinion of the Project Manager, in five (05) copies, the program of execution of Works containing:

- The global summary of deterioration ;
- The global estimate ;
- The minute of description of tasks to execute;
- The description of the processes and the methods of execution of works considered with the forecasting of employment the staff, the material and the equipment;
- The results if necessary of geotechnical tests sustained with the pertaining technical choice note;
- The structural plans and notes of calculation for the execution of works;
- The plans of furniture;
- The description of the processes and the methods of Rehabilitation of the security, the circulation and respect of the environment;
- A graphic planning of works;
- The works that the contractor will make execute by subcontractors (if there is);
- The itinerary scheme or the linear of works to execute.

Two (2) copies of this project will have returned him within eight (8) days from their reception with:

- either the mention of approval « GOOD FOR EXECUTION »
- either the mention of their dismissal sustained by the purposes of the aforesaid dismissal

The contractor will have seven then (7) days to hand a new file to the Contract Engineer who will have a deadline of five (5) days to its approval or to make possible remarks after opinion of the Project Manager. In this case, the procedure is re-lunched. Past the deadline of forty-five (45) days after notification of the jobbing order, the non approval of the program will trigger the penalties of delay mentioned to the article 26 below.

The approval given by the Contract Engineer won't attenuate in anything the contractor responsibility. Works executed before the approval of the program won't be received nor remunerated.

The planning actualised and approved will become the contractual planning. It must make to appear critical tasks. The contractor will daily produce in the building site, an updated planning of works that will take into account the real advancement of works.

Article 20: Prohibition to Work in the Night, On Holidays and On Sundays

Works won't be able to continue the night, nor Sundays, nor the holidays without the previous written authorisation of the Contract Engineer.

Article 21: Destruction, Deficient Work and Removal of Refused Materials

The Contract Engineer will have the power to order by writing:

The removal from the building site within forty-eight (48) hours, of all materials identified as non compliant to the requirements of the contract and their replacement by other appropriate materials and approved after tests of laboratory.



The destruction and the correct reconstruction to expenses of the contractor of all works identified as non compliant to the requirements of the contract with regard to the method of execution that the used materials.

Article 22: Modification of the Works

The Contracting Authority, reserves the faculty to introduce in the works, at the stage of the phase of execution, all modifications, additions, suppressions of works as well as the possible suppressions of category of works that he will estimate necessary for the good success and the economy of works, without for it the contractor can pretend to some compensation or indemnity that it is, outside of those indicated in the present CCAP.

Article 23: Materials

23.1. The contractor will have to use at his expenses type of quarries mentioned in the CCTP or, if they are insufficient, he will search for new places of extraction of the necessary materials to the realisation of the works.

23.2. The materials will be compliant to the specifications of the CCTP. They will be submitted to the tests or tests that the Project Manager will judge useful to prescribe according to the specifications of the contract.

23.3. The essential means of control put in place by the contractor at its expenses, should permit him to insure a constant repeated and regular control, in the places of extraction, preparation or manufacture and on the building site.

Article 24: Invention License

The contractor should get along if necessary with the owners or the possessors of license of which he would like to apply or would have applied; he will adjust the necessary payment and will guarantee the Contracting Authority against all pursuit.

Article 25: Execution Deadline

The execution deadline is of three (03) Months as from the date of notification of the service order to begin works delivered by the Contracting Authority.

Due to extra works or justified circumstances, the contractor will be able to present a demand of prolongation. The length of the prolongation fixed by the Contracting Authority will be subject of an amendment.

IMPLEMENTATION OF STRUCTURES

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,.....Secretary
- The Divisional Delegate of MINMAP or his representative,.....Observer
- The Contract Manager;..... Member
- The Divisional Delegate of MINEPAT or his representative;.....Member
- The Divisional Delegate MINDDEVEL or his representative----- member
- The Divisional Delegate ENVIROMENT or his representative----- member
- The Contractor or his Representative..... (Member)

CHAPTER III: RECEPTIONS

Article 26: Provisional Reception

26.1 preliminary operations to the reception

Before the Provisional Reception, the contractor asks in writing to the Project Manager with copy to the Contract engineer and to the Contract Manager, the organisation of a pre-technical visit for the reception.

This visit includes among others operations:

- The qualitative and quantitative recognition of the works executed,
- The possible observation of imperfections or deficiency,
- The respect of environmental prescriptions,
- The tasks possibly foreseen by the CCTP,
- The probable observation of the non-execution of the works provided on the contract,
- The probable observation of the retirement on the site of facilities and the restoration of the places,
- The relative observations to the completion of works,
- The observations of the quantities of works achieved effectively.

These operations are subject to a minute raised on the field and signed by the Project Manager and countersigned by the Contractor. It is visa by the Contract engineer.

At the tenure of this pre-reception visit, the Project Manager possibly specifies the reserves issued and the corresponding works to do before the date of the provisional reception that he will fix in agreement with the Contract engineer.

The Project Manager, will look after to uplift the reserves and will raise a minute of uplift of the reserves of the pre-reception that will be joined to the convocation of reception, addressed to all members of the reception commission.

26.2. The investigations include in the preliminary operations for the reception are defined after approval of the execution project.

26.3. The retirement report of facilities on the building site and the restoration of the places will be done one month (1) after the provisional reception of works.

26.4. The Reception Commission will be composed of the following members:

- The Project Owner(authorizing officer).....Chairman
- Contract Engineer,.....Secretary
- The Divisional Delegate of MINMAP or his representative,.....Observer
- The Contract Manager;..... Member
- The Divisional Delegate of MINEPAT or his representative;.....Member
- The Divisional Delegate MINDDEVEL or his representative----- member
- The Contractor or his Representative..... (Member)

The Contractor is invited to the reception by mail at least five (5) days before the date of the reception. He is held to participate or to have a representative at the process. His absence is equivalent to the acceptance without reserve of the resolution of the reception commission.

The Commission after visiting the site examines the report or the minute of preliminary operation for the reception and proceeds to the Provisional Reception of works if necessary.

It will be subject of a minute of Provisional Reception signed on the field by all members of the commission.

The minute of Provisional Reception specifies and fix the date of completion of works.

26.5. Partial Provisional Receptions

The parts of the work isolated, will be subject of a Partial Provisional receptions that will run from the deadline of guarantee on the part of the work concerned.

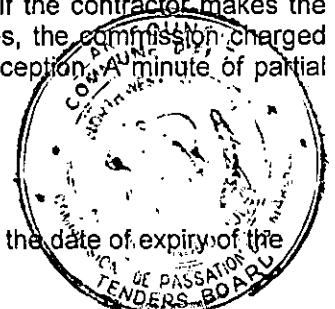
26.6. Partial Receptions

The contractor will be able to ask for partial receptions by type of works. In case of absolute necessity driving to the interruption of works before their completion, the administration will proceed, if the contractor makes the demand of it, to partial receptions of the already achieved works. In the two cases, the commission charged with these partial receptions will be the same one having to do the Provisional reception. A minute of partial reception will be written and will be signed on the field by all parts.

Article 27: Final Reception

27.1. Final Reception

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.

27.2. The Commission of Final Reception

It is the same as on Article 26.4 above

Article 28: Access to the Site

In the framework of his mission of control of the physical realisation of the public contracts, prescribed to the article 34(1) of the Decree 2012/075 of March 08, 2012 carrying organisation of the Ministry of Public Contracts, the representatives of the Authority in charge of Public Contracts will descend regularly on the site in order to insure on the effectiveness of the realisation of works subject of the contract. To this effect, they will have free access for the same reason as the Contract engineer and all person allowed by him to the building site, to the laboratory and to all work places, as well as to the sites from where come the materials, manufactured products, and equipments used for works. The Contractor should grant all facilities required to permit this access freely.

Article 29: Assignments of the Project Manager

The Project Manager has for assignments to make execute the works in a satisfactory way. He won't be able to raise the contractor of none of its contractual liabilities, nor (except stipulated below expressly exception) to order any work susceptible to delay the execution of works or to provoke a supplementary payment by the Contracting Authority, nor to order any important modification to the work to execute. The Project Manager is competent to prepare and to sign the orders of service of technical character.

At the request of the contractor and the Project Manager, contradictory reports may be achieved to fix the quantities of works. Such contradictory reports will be made when a conflict arise in the measurement.

Article 30: Assignments of the Contract Engineer

The Contract engineer must ascertain the conformity of the execution on the site of the contract by the enterprise and the control done by the Project Manager. To this effect, he attends the meetings of site; address to the Contracting Authority, with copy to the Contract Manager, a report on the advancement of works and the control.

Article 31: Meetings of Site

- 31.1 Weekly meetings of Site are to be hold regularly. The involvement of the chief of works to the meetings of site is obligatory.
- 31.2 Monthly meetings of site will be held in presence of the Contract Manager, of the Contract engineer or their representatives.
- 31.3 These meetings will be subject of a minute signed by the participants, the Project Manager assuring the secretariat.
- 31.4 The Contract engineer will invite in writing, with copy to the Contract Manager, the Mayor of the council concerned to represent itself to the meetings of site.

Article 32: Site Notebook

The Site notebook is to be hold by the chief of works. It will consign:

- the advancement of works;
- The administrative operations in relation to the execution or to the regulation of the contract (notification, result of tests, report of works, etc.);
- the atmospheric conditions ;
- the reception of the materials and different approvals given by the Project Manager or its representative ;
- Incidents or details of all sorts presenting some interests in the point of view of influencing the potential progress of works, or their duration;
- Works achieved by the subcontractors with their references.

The contractor will be able to consign there, incidents or observations susceptible to lead to a complaint of its part. The newspaper will be signed contradictorily by the Project Manager and the Chief of works at every visit of the site. For the contractor possible complaint, he won't be able to be made state that of the events or documents mentioned to the site notebook in due time.

Article 33: Site Disposal

All temporary site facilities of necessary to the execution of works, as offices, laboratories, garages, workshops, lodging of the staff, quarries, diversions and tracks, won't be able to be built that on the sites approved by the contract engineer, in agreement with the local administrative authorities.

To the extent of its possibilities, the administration will put free of charge at the disposal of the contractor for the length of works, the private state or public property necessary for the needs of the building site. The state properties belonging to the administration and put at the disposal of the contractor should be put back in good state at the end of works.

Article 34: Rehabilitation of the Circulation

The contractor should take all necessary arrangements so that the Rehabilitation of the circulation is assured during the whole length of works on the road and existing tracks. He won't be able to take advantage of the vassalages that would result from to elude the liabilities of its contract, nor to raise any complaint.

Article 35: Security Measures

The contractor will have the consignment to provide and to maintain at his expenses, all method of signalization, protection, fencing and security that he will deem necessary for the good execution of works or that will be required by the contract engineer.

The contractor will be personally responsible of all direct or indirect consequences of a defaulting signalization or in the Rehabilitation of provisional structures necessary to the fluidity of the circulation.

Article 36: Damages to the Owners on the Right Of Way

The indemnities that ensue of the expropriations of the cultures that will be necessary because of the situation of the right of way of the present works (quarries and access to quarries) will be at the contractor's charges. This one will be held to organise before execution of works, the contradictory recognition of the cultures and properties that will be valued in agreement with the contract engineer and the local administrative authorities.

Article 37: Vassalages Resulting From the Building Site Neighbourhoods

The contractor should take in account all necessary measures not to bring any hindrance to the execution of the works of other enterprises.

Article 38: Protection of the Environment

The contractor will be held to conform itself to the texts governing the protection of the environment in force in Republic of Cameroon, notably the law N° 096/12 of August 05, 1996 on the management of the environment. He should conform himself notably to the prescriptions of the CCTP.

Article 39: Restoration of the Site

The restoration of the site by the removal of equipment, materials and remnants of building site, must be completed within thirty (30) days as from the date of signature of the provisional reception and in any case before the approval of the general and definitive deduction of works. However, the administration reserves the right to ask the contractor to let the equipment that it would be susceptible to reuse. In case of an agreement, the transfer of these equipment will be established with an amicably consideration price.

CHAPTER IV: FINANCIAL CLAUSES

Article 40 Guarantees and securities

- *Performance bond*

The retention fund (if need be) shall be set at 10% maximum of the amount of the contract, included of all taxes.

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

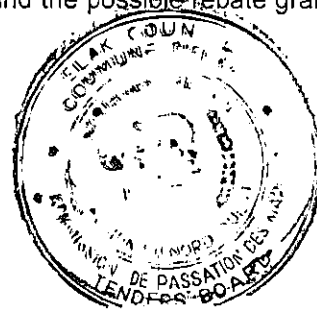
- *Guarantee of start-off advance*

A start-off advance of twenty per cent (20%) could be granted to the contractor on his request, following the notification of the contract against a hundred per cent bank guarantee (100%). This one will be restored or raised at the reception. eighty per cent of the value of the contract at reception on presentation of the invoices established in ten (10) specimens whose original will be stamped in accordance with the regulations in force

- Amount exclusive of VAT: _____ (_____) CFA F
- Amount of VAT: _____ (_____) CFA F
- Amount inclusive of VAT: _____ (_____) CFA F.

The amount of the contract calculated under the conditions laid down in article 19 of the GAC, results from the application to the amount exclusive of the VAT, of the Value Added Tax (VAT) and the possible rebate granted by the contractor.

Article 41: Place and method of payment.



- In return for the payments to be done by the Contracting Authority to the contractor under the conditions laid down in the contract, the contractor is bound by these provisions to execute the contract in accordance with the provisions of the contract.
- The Contracting Authority shall release the sums due in the following manner:
- 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.
- For payments in currency (*amount in figures and letters exclusive of taxes*) by credit to account No. _____ opened in the name of the contractor in the _____ bank.

Article 42: Price variation

Prices shall be firm.

Payments on account made to the contractor as advances shall not be revisable.

Article 43: Advances

The Contracting Authority *shall* grant a start-off advance equal to 20% of the amount (.....) of the contract.

The time limit for payment of the start-off advance is fixed at _____ days from the date of its request by the contractor.

Article 44: Payment for works

- 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.

- Monthly detailed account

Not more than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Contract Engineer 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 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 between the budgets of the state and the Ministry in charge of Finance.

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

The Contract Manager and Contract Engineer have a maximum time-limit of fifteen (15) days to sign the detailed accounts and forward them to the accountant in charge of payment.

A copy of the corrected detailed account is returned to the contractor, if need be.

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

Article 45: Penalties for delays

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

a) One two thousandth (1/2000th) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30th day beyond the contractual time-limit;

b) A thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.

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

Article 46: Payment in case of a group of enterprises

- For these groups of projects, there will be no room for group of enterprises nor joint and sub-contractors.

Article 47: Final detailed account

After completion of the works and within a maximum time-limit of 45 days after the date of provisional reception, the contractor shall establish, based on joint reports, the drafted 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.

Ce projet de décompte final, une fois accepté ou rectifié par le Maître d'œuvre devient décompte final. Il sert à l'établissement de l'acompte pour solde du marché, établi dans les mêmes conditions que celles définies pour l'établissement des décomptes mensuels.

Il est transmis au Ministère des Marchés Publics pour visa avant transmission à l'organisme payeur.

- *The time-limit available to the Contract Engineer to notify the corrected and approved draft to the Contract Manager is 30 days maximum.*
- *The time-limit available to the contractor to return the signed final detailed account is 30 days maximum.*
- *This final detailed account is transmitted to the authority in charge of public contracts for visas and forwarding to the accountant in charge of payment.*

Article 48: General and final detailed account

- *The time-limit available for the Contract Engineer or the Contract Manager to establish the general detailed account and forward to the contractor after final acceptance is 30 days maximum.*

At the end of the guarantee period (one year) which results in the final reception of the works, the Contract Engineer draws up the general and final detailed accounts of the contract which he has had signed jointly by the contractor and the *Contract Manager*. 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 except with regard to interest on overdue payments.

- *The time-limit available to the contractor to return the signed final detailed account is 30 days maximum.*
- *This detailed account is transmitted to the authority in charge of public contracts for visas and forwarding to the accountant in charge of payment.*

Article 49: Tax and customs regulations

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 profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
- Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
- Council dues and taxes;
- Dues and taxes relating to the extraction of building materials and water.
- These elements must be included in the costs which the undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT included.

CHAPTER V: SUNDRY PROVISIONS

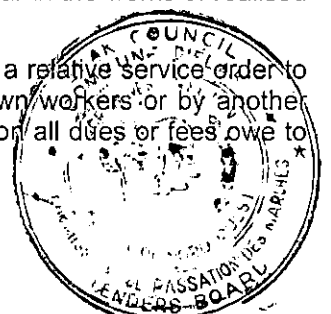
Article 50: Deadline of Guarantee

Concerning the subject, the deadline of guarantee only concerns the realised technical structures works. This delay is of twelve (12) month to count of the date of Provisional reception of works.

Article 51: Rehabilitation during the Period of Guarantee

During the period of guarantee, the contractor should execute in due time at his expenses, all necessary works to remedy the messes not being a matter for a normal Rehabilitation that would appear in the works of realised technical structures.

If the contractor didn't conform himself within fifteen (15) days to the prescriptions of a relative service order to these works, the Contract Manager will be in right to make execute them by his own workers or by another enterprise and the bill will be recover at the expense of the contractor by deduction on all dues or fees owe to him in the regard of the contract.



Article 52: Case of force majeure

- 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 53: Labour Legislation

The Contractor should conform himself with the law in force concerning the use of labour

Article 54: Termination of the contract

The contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2004/275 of 24 September 2004 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in cases of:

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

Article 55: Disagreements and disputes

All litigation occurring between the contracting parts will be the subject of an amicable regulation tentative.

Has defect of the amicable regulation, all dispute ensuing the execution of the contract will be carried before the competent Cameroonian jurisdiction in accordance with article 98 of the decree n° 2004 /275 of September 24 2004 bearing Public Contract Code.

Article 56: Production and dissemination of this contract

Fifteen (15) copies of this contract shall be produced and stamped at the cost of the contractor and furnished to the Contracting Authority.

Article 57 and last: Entry into force of the contract

This contract shall be final only upon its signature by the Contracting Authority. It shall enter into force as soon as it is notified to the contractor by the Contract Manager.

DOCUMENT N° 5:

SPECIAL TECHNICAL CONDITIONS (C.C.T.P)

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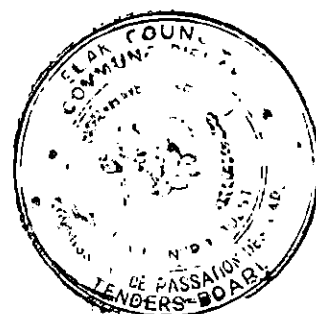
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TECHNICAL DESCRIPTION OF WORKS (STC/CCTP)

CHAPTER I: INTRODUCTION

Article 1 - AIM OF THE PRESENT DOCUMENT

The present Particular Technical Specifications Notebook (PTSN/CCTP) is the document that fixes the rules of execution of Rehabilitation works of KETAM MANCHOCK-NANKWI road. The works are financed by the PIB BUDGET for 2020 FISCAL YEAR.

The denominations used in the present PTSN/CCTP are as follow:

- The Delegated Contracting Authority: the Divisional Delegate of Public contracts
- The Authorizing Officer: The Lord Mayor ELAK COUNCIL
- The control engineer: the Divisional Delegate of public works for BUI.
- The Contract Manager: the council development officer of ELAK COUNCIL.
- The Contractor: to be specified

Article 2 - CONSISTENCY OF WORKS

Works to be done consists on:

- *The re-profiling of the carriageway of 7m width*
- *The creation of ditches and outlets*
- *The backfilling/re-loading of the carriageway*
- *The construction of culverts*

All other works described in the bill of estimates

It consists of the following operations:

- *Site installation*
- *Construction of a diversion,*
- *Bush clearing along the right of way,*
- *Rubble cuts put in place*
- *Road Works*
- *Re-profiling of the carriageway*
- *Re-loading of the carriageway*
- *Construction of culverts*
- *All the other works mentioned in the bill of estimates.*

Article 3 - DESCRIPTION OF WORKS

3.1 -Site installation

These works comprise notably:

- The realisation of tracks, access paths and platforms of site facilities (the areas of storage of materials and parking of equipment and vehicles),
- The arrangement of a small barrack for the work site,
- All other arrangements for the good working of the site,
- Bringing-in and the folding of all necessary equipment for the site,
- The dismantling and the folding of facilities,
- Their possible displacement,

- The physical identification of the adjacent or transverse networks on the working spot,
- The setting up of means to insure the security of the staff and users, in particular the signalisation of the site,
- The setting up of means to insure the free access of the residents on foot or with vehicle,
- The realisation of the necessary possible diversions,
- The restoration of the places after execution of works.

3.2- Bush clearing (clearing of the site)

Works consist of the Rehabilitation of surroundings of the road section and possibly the recovering of their geometric features (shoulders, ditches and slopes):

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

3.3 Drainage and structures

Works here will concern:

- putting in place a cradle to receive culverts and culvert heads
- putting in place of culverts and culvert heads.
- putting in place ditches when re-profiling of the carriageway to channel run off water

3.4 Signalization, Security, Others

The Contractor will foresee to put in place the indispensable temporary signalisation in respect to the security of the users and the site staff. He will foresee to install all the necessary systems of security and to the respect of speed by the users.

The vertical signalisation to be put in place in the case of this project will be compliant to the norms in force in Cameroon.

3.5 Geometric characteristics

In a general way, the box culvert plans and their sections as well as the plans of the road section from the approved execution project shall be kept during the execution proper, except in case of a precise indication.

Article 4 - TECHNICAL REFERENCES

The present Particular Technical Conditions Notebook, named by the term PTSN/CCTP, is part of the execution document.

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

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

Fascicle n° 2: Earthworks,

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

Fascicle n° 7: Recognition of soils,

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

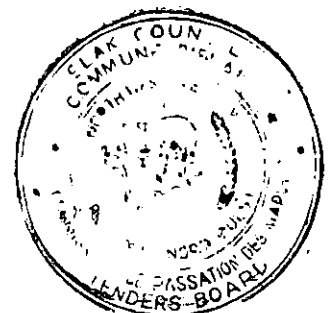
Fascicle n° 63: Execution and laying of mass concrete. Confection of mortars,

Fascicle n° 64: Masonry works for civil engineering structures,

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

Article 5 - GENERALITIES

5.1. Bringing-in of equipment and machines



The Contractor should take all necessary steps to insure that the delivery of facilities and equipments or imported machines is done in compatible delays with the planning of works, and that all arrangements are taken for their fast deployment on site. This requirement applies in particular to earthwork equipment crushing machines, concrete mixers machines and concrete vibrators machines.

The control engineer Bui is supposed to have taken account of suggestions due to the bringing-in and the folding up of equipment unto the place of works, and notably that due transportation by use of a carrying trailer truck.

5.2 supplying of the materials

Local materials:

The Contractor will choose and visit all local sources of materials and will take the necessary arrangements for their purchase and their transportation to the site of works.

Materials imported:

The Contractor will have to ensure with its suppliers for the materials to be imported, sufficiently in advance to permit their manufacture, transportation and delivery in time on the site, so that they can be used as foreseen in the calendar of works. He must take account notably of their clearance delays.

5.3 Sites placed at disposal of the Contractor

If, on the basis of the plans and technical documents of the execution file, the Contractor estimates that the sites possibly placed at his disposal by the administration are insufficient or badly situated with respect to his own organisation, he is held to inquire about the other sites available. In the hypothesis of the Contractor's opinion, where the sites so available remain insufficient or badly situated, they must assure the supplementary land research, then do the formalities of purchase or hiring before proceeding to their planning. They take the costs of research, formalities and preparation of these lands, in charge, in view of the establishment of his facilities and areas of storage, and of the preparation of the borrow pits. The implantation and the planning of these lands must be approved by the control Engineer who cannot refuse them without valid reason.

Whatever is the Contractor's choice as for the implantation on these sites, areas of storage or borrow pits, they stay entirely responsible for the completion of works on the time foreseen.

5.4 Transportation of heavy equipment

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

5.5 Transportation of materials

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

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

5.6 Rehabilitation of the traffic and the local accesses

The traffic and the local accesses must be maintained during the whole duration of works. The Contractor has to arrange access ramps reasonably levelled and crossing the pavement works so as to allow vehicles and pedestrians to cross over.

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

5.7 Bad weather, suspension of works

It belongs to the Contractor to know, every week rainfall data of the past weeks.

The control engineer will be able to prescribe, by service order, the suspension of works due to bad weather at the request of the Contractor. In this case, the contractual delay will be prolonged of as many calendar days that will have flowed out between the date of the suspension of works and the date of resumption of works, provided that it is foreseen in the service order.

Article 6 – SITE REGISTER AND MEETINGS

A site register will be held by the site foreman and will be put at the disposal of the control engineer or his representative.

The following will be written on the site register:

- The advancement of works
- The relative administrative operations to the execution or to the payment of works (notification, report of works, etc.)

- The atmospheric conditions;
- The reception of materials and approvals of all sorts given by the control engineer;
- Incidents or details of all sorts presenting some interests on the point of the ulterior quality of structures, of the real duration of works;

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

The site register will be signed contradictorily by the Control Engineer, the Project Manager and the site foreman at every site meeting.

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

Article 7 - PROGRAM OF WORKS

The program of works must specify:

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

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

Article 8 – AS-REALISED-PLANS

The Contractor will provide, to the Project Manager, copies of as-realized-plans (plans de recollement) of the works done latest on the date of the provisional reception of works.

These plans should present the nature and the quantities of all realised operations.

CHAPTER II: SOURCE, QUALITY AND PREPARATION OF MATERIALS

Article 9 - SOURCE OF THE MATERIALS

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

When the borrow pit sites chosen by the Contractor must have been accepted, they should make trial pits there.

The Contractor will not be allowed to begin to exploit the identified quarry site except after the control of quality will be done by the control engineer.

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

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

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

Article 10 - QUALITY CONTROL: This shall be affected d by physical examination by the control engineer.

Article 11 - QUALITY OF MATERIALS

11.1 Current fill rubbles

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

The materials used for the current fill rubbles will come from the general rubbles when they exist or from borrow pits accepted by the control team.

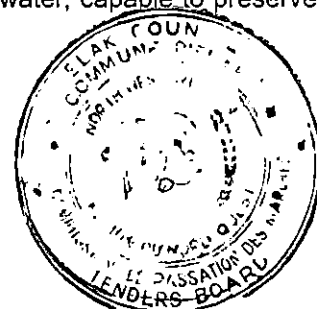
They will be deprived of plant or organic matters. They will possess the minimum road requirements necessary.

11.2 Materials for substitution of fill rubbles in swampy zones

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

Where these materials are lacking, we can use all-in-ballast rubbles.

11.3 Materials for fills in zone of purge and mess ground (bourbier)



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

11.4 Materials for fills linked to drainage structures

The material for fills linked to drainage structures and culverts will be a material insensible to water, capable to preserve its bearing capacity in a state of saturation and not liable to provoke capillary risings.

Where these materials are lacking, we can use all-in-ballast rubbles.

11.5 Materials for reloading of the road

The material use for re-loading of the road will be the special lateritic (graveleux lateritique), capable to preserve its bearing capacity after compaction.

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

11.6 Box culverts

The entrepreneur will have to build them up in-situ and they should respect the technical norms foreseen in this PTSN/CCTP

11.7 Materials for mortar, mass concrete and reinforced concrete Sand

The sand will come either from the crusher or from a river. The extracted product should have an equivalent percentage of sand greater than 80% and the percentage of very fine elements eliminated by decantation should be less than 4%.

Sand for mortar:

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

Sand for concrete:

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

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

The Project Manager will require that the sands are washed before their use.

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

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

Aggregates:

They will come from deposits or borrow pits retained by the Contractor and accepted by the control Engineer. The aggregates should be clean (the percentage of elements eliminated by decantation has to be less than 2%) and of granular-metric adapted to their use.

The maximal proportion in weight of the aggregates destined for quality concretes passing through washing at the si  e 0,5 must be less than 1,5%.

Every granular-metric composition is proposed by the Contractor to the agreement of the control Engineer and same for the composition of the concretes.

The granularity of the aggregates is fixed at:

- for reinforced concretes B 350 or B 400 : 5/25 mm resulting from the mixture of two the classes 5/15 and 15/25,

- for concretes B 300, B 250 and B 200: 5/25 mm resulting from the mixture of three classes 5/15 and 15/25.

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

Mixing Water

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

The mixing water must be clean, not salty and practically free from matters in suspension and dissolved mineral salts, notably of sulphates and chlorides. The use of water from swamps or peat-bogs is forbidden.

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

Products for curing

The products for the curing of concrete are submitted to the acceptance of the Project Manager, at the time of the study of the composition of the concretes. It is applied to the typical concretes obtain from the suitability test. The result of this one conditions the decision of acceptance.

Cement:

They will be of class CPJ 35 depending on the case and will come from CIMENCAM or from any accepted factory.

Steels:

Steels will come from recognized factories and accepted by the control Engineer. Their supplying is at the entrepreneur's charge. The use of the welded bars is forbidden positively. The transportation of steels does not constitute a separated working post leading to a particular remuneration.

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

The different types of steels should be separate distinctly FE400 or FE500, ERL215 or ERL235. Their diameters range from 12-16mm for the present project.

Article 12 – MASONRY STONES

The masonry stones planned for the construction of the works will be done in an aesthetics manner and according to the type of the work involved (shape and measurements of the stones, joined etc.) and will be subjected to the respect of the rules of art.

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

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

The stone works on embankments will only be executed after agreement of the control team notably on the preparation of the bed joints.

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

The mortar joint will be measured at four hundred (400) kg of cement per m³ of sand (M 400).

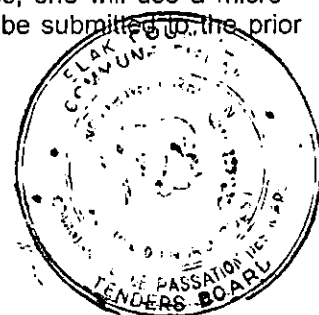
Article 13 - MORTARS AND CONCRETES

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

When the thickness of mortar M 400 to be put in place exceeds twenty (20) millimetres, one will use a micro - concrete measured at four hundred (400) kilograms of cement whose composition will be submitted to the prior acceptance of the control Engineer.

CHAPTER III: WAY OF EXECUTING AND ASSESSING WORKS

Article 14 - GENERAL CONDITIONS OF ASSESSMENT



Works and benefits are remunerated to the Contractor by application of prices of the slip to the really executed quantities, in accordance with the prescriptions. These quantities must be noted contradictory by the foreman and the Project Manager and must be approved by the Control Engineer.

The Contractor is supposed to have a perfect knowledge of all conditions and suggestions imposed for the good execution of works, and of all local conditions liable to have an influence on this execution.

Article 15 - CONSISTENCY OF THE DIFFERENT ASPECTS OF WORKS

SITE INSTALLATION

This price remunerates at LUMP SUM (FF) the installation on the site as described in the PTSN/CCTP «mode of execution of works ». The lump sum will be paid at seventy percent (70%) as from effective installation on the site; the remaining thirty percent (30%) will be paid after the folding up of the equipment.

BUSH CLEARING

This task consists of cleaning the land and cutting all plants, and the bushes along the stretch of the road and on the bridges spots in accordance with the directives of the control team and to the prescriptions of the present PTSN/CCTP. This task is normally executed manually; it could be mechanically, from the request of the control Engineer, in zones of weak population density or in case of particular difficulties.

This price comprises:

- Clearing, the removal of grass, bushes, plantations and vegetation along the stretch of the road and on the bridges spots, lateral ditches and the embankments if any,
- felling, the removal of roots of the trees whose diameter is lower to 20 cm,
- trimming of trees out of the right-of-way if any,
- picking-up, removal, transportation, evacuation of trees, bushes, stumps and their evacuation in deposit out of the right-of-way to a place accepted by the control Engineer,
- filling of all holes created by the removal of stumps and trees roots,
- removal of cleaning products from the ditches, their loading, their transportation whatever the distance, their discharge and their temporary or final deposit in a place accepted by the control team,
- All possible indemnities to the residents along the roadway,
- All suggestions linked to the environment.

The quantity to be taken into account, noted contradictorily, is the SQUARE METER (m²) measured horizontally, whatever is the state of each of the two shoulders.

REPROFILING WITH SPECIAL LATERITIC MATERIAL

The Contractor must, after the scarification of the carriageway ensure a consistent width of seven (7)m and the restoration in shape of the materials with a road grader, process the watering and the compaction. He has:

- To create lateral ditches when executing passes for the canalisation of runoff water;
- To avoid the lateral pad accumulation on the low sides and in the ditches;
- To re-establish the system of drainage and the access to the neighbouring dwellings;
- To scarify the earth in a thickness of 15 cm;
- To realise passes with road grader until disappearance of waves ;
- To execute some passes with road grader while avoiding the creation of ribbons ;
- To remove the disconnected stones and to put them outside of the right of way, on places not hindering the normal out-flow;
- To install a signalisation on the caterpillar, flag, rotating light;
- To install an adequate mobile signalisation before the building site ;
- To adjust the circulation by the carriers of flag.

RELOADING WITH LATERITIC

This price remunerates a CUBIC METER (m³) of the putting in place on the carriageway layers of selected lateritic materials in respect to the prescriptions of the present PTSN/CCTP, on a thickness fixed by the control Engineer.

It comprises notably:

- The preparation of the borrow pits, the opening and the Rehabilitation of the accesses and perimeter of circulation paths to the exploitation of the pits,
- The opening of borrow pits, including bush clearing, felling of trees, removal of vegetable soil,

- The extraction of the materials, their storage either and others,
- the supplying of the materials on works site including the loading, the transportation not exceeding 5000 m, the discharge and the storage,
- The spreading of the materials in one layer of a minimum thickness of 15 cm after compaction with the suitable equipment,
- The watering or the necessary ventilation to get the required water content,
- The compaction,
- All suggestions linked to the conditions of circulation and the respect of environmental prescription.

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

CULVERT DECKING IN R.C

This price remunerates the execution of the Culvert decking in reinforced concrete in accordance with the typical plans from the execution project according to the specifications of the present PTSN/CCTP.

It comprises notably:

- the supply of the materials including the extraction, the manufacture and their transportation to the work site,
- the supply of steels to the site whatever is the distance and all laying requirements. It is noted they should be mounted in the workshop before being installed into the pit; whoever the mention (bon à bétonné) should appear on the report made in the site registration.
- the production of the reinforced concrete at 400 kg of cement per cubic meter in a concrete mixer (bétonneuse) and the careful laying of the reinforced concrete including the formwork, wedging, regulating, humidification of reinforced concrete for curing purposes and formwork removal with concrete vibration,
- all suggestions linked in particular to the environmental prescriptions.

ENROCKMENT IN STONE MASONRY AND MASS CONCRETE

This price remunerates the execution of the cradle in stone masonry and in mass concrete serving as enrockment to support and protect the basements of the culvert and it heads in accordance with the typical plans from the tender file, and from the execution project according to the specifications of the present PTSN/CCTP.

It comprises notably:

- the supply of the materials including the extraction, the manufacture and the selection of quarry stones, their transportation to the work site,
- the execution of the excavations, whatever is the nature of the land, the loading, the excess rubble transportation whatever is the distance, the discharge in deposits for re-use or final deposit accepted control engineer,
- the production of the mortar at 400 kg of cement per cubic meter and the careful laying of the stone masonry including the wedging, regulating, humidification of quarry stones, the shaping of the joints,
- the production of mass concrete at 350 kg of cement per cubic meter in a concrete mixer (bétonneuse) and the careful laying on the stone masonry including the formwork, wedging, regulating, humidification of mass concrete for curing purposes and formwork removal with concrete vibration,
- All suggestions linked in particular to the environmental prescriptions.

CULVERT HEADS IN STONE MASONRY

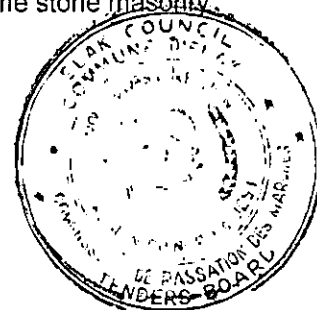
This price remunerates the execution of culvert heads in stone masonry in accordance with the typical plans from the execution project according to the specifications of the present PTSN/CCTP.

It comprises notably:

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

CHAPTER IV: PROTECTION OF THE ENVIRONMENT

Article 16 – SITE INSTALLATION



The Vote Holder will propose to the Contractor, before the beginning of works, the place of his site installation facilities.

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

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

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

Article 17 - OPENING OF TEMPORARY BORROW PITS

The Contractor should ask for any necessary authorizations foreseen by the texts and regulations in force:

- Law 76/14 of July 8 modified and completed by the one of n°90/021 of August 10, 1990
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989
- Decree 90/1477 of November 9, 1990

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

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

The following criteria must be respected:

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

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

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

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

The Contractor will execute at the end of works, the necessary works to the restoration of the site. These works will comprise:

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

Article 18 : USE OF BORROW PITS OF PERMANENT CLASS

The Contractor should ask for any necessary authorizations foreseen by the texts and regulations in force and should take at his charge all expenses pertaining, including the taxes of exploitation and possible damages expenses to the owners.

The Contractor will watch during the execution of works:

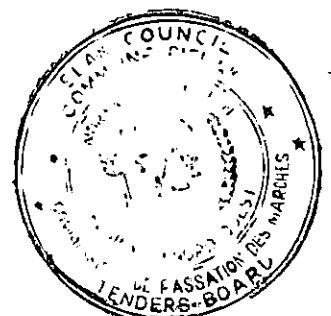
- The preservation and protection of the trees extraction of materials,
- The works of necessary drainage to protect the materials put in deposits,
- The conservation of the plantations delimiting the borrow pit,
- The Rehabilitation of the access and service tracks.

Article 19 - **LOADING AND TRANSPORTATION OF MATERIALS**

For all transportation of materials and equipment, whatever they are, the Contractor should conform he to the regulation in force, concerning the restrictions imposed to the weights and sizes of engines and convoys plying the public road network and in particular:

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

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



DOCUMENT N° 6:
SCHEDULE OF UNIT PRICES



MAIL ENCLOSURE OF UNIT PRICES

N°	DESIGNATION OF WORKS	Unit	UNIT PRICE IN FIGURES (FCFA)
	SERIES 000: INSTALLATIONS		
RR001	Installation of site (bringing /folding-up equipment)	FF	
	TOTAL SERIES 000		
	SERIES 100: EARTHWORKS		
RR101	Fill from borrow pits	m3	
RR102	Rubble Cut put in place (opening by Bulldozer)	km	
RR113	Road grading/ compaction/watering	km	
	TOTAL SERIES 100		
	SERIES 300: DRAINAGE – STRUCTURES		
RR301	Construction of a box culvert	ff	
RR302	Supply and laying of metallic culvert Ø1000	ML	
RR303	Supply and laying of metallic culvert Ø800	ML	
RR304	Supply and laying of metallic culvert Ø600	ML	
RR305	Construction of culvert heads in stone masonry	U	
	TOTAL SERIES 300		



DOCUMENT N° 7:

BILL OF QUANTITIES AND ESTIMATES

BILL OF QUANTITIES AND ESTIMATES FOR THE REHABILITATION OF KETAM MANCHOCK - NANKWI FARM ROAD OKU SUBDIVISION FOR PIB 2020

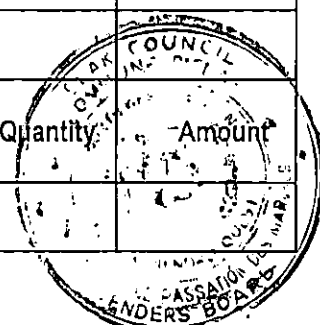
(Length = 4km width of the road = 7m)

N°	DESIGNATION OF WORKS	U	QTY	Unit Price	AMOUNT
	SERIES 000: INSTALLATIONS				
RR001	Installation of site (bringing /folding-up equipment)	FF	1		
	TOTAL SERIES 000				
	SERIES 100: EARTHWORKS				
RR101	Fill from borrow pits	m3	1,200		
RR102	Rubble Cut put in place (opening by Bulldozer)	km	0.26		
RR113	Road grading/compaction/watering	km	1.5		
	TOTAL SERIES 100				
	SERIES 300: DRAINAGE – STRUCTURES				
RR301	Construction of a box culvert	FF	1		
RR302	Supply and laying of metallic culvert Ø1000	ML	7		
RR303	Supply and laying of metallic culvert Ø800	ML	7		

RR304	Supply and laying of metallic culvert Ø600	ML	7		
RR305	Construction of culvert heads in stone masonry	U	6		
	TOTAL SERIES 300				
TOTAL AMOUNT HTVA					
TVA 19,25 or 16.143%					
AIR 2,2 or 5.5%					
TOTAL AMOUNT TTC					
NET TO BE PAID					

DOCUMENT N° 8: SUB-DETAIL OF PRICES

SUB-DETAIL PRICES					
DESIGNATION :					
No	Daily out put		Total quantity	Unit	Duration of activity
		No			
	Category		Daily wage	Days break up	Amount
WORKMAN SHIP					
	TOTAL A				
EQUIPMENT/MECHINE	Type	No	Daily rate	Days break up	Amount
	TOTAL B				
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount



	TOTAL C				
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTRE DE L'ADMINISTRATION
TERRITORIALE ET DE LA DECENTRALIZATION

COMMUNE D'ELAK OKU

SERVICE DE PASSATION DES
MARCHÉS PUBLICS

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF TERRITORIAL ADMINISTRATION
AND DECENTRALIZATION

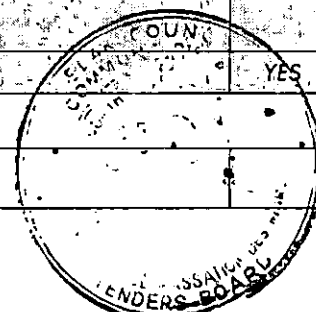
ELAK OKU COUNCIL

SERVICE FOR THE AWARD OF
PUBLIC CONTRACTS

EVALUATION GRID

EVALUATION GRID FOR ELIMINATORY CRITERIA			
DOC N°	DESCRIPTION	YES	NO
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force(.dated , signed And stamped by the contractor)		
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 554,000 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	Business License (photocopy certified by the chief of centre, not more than three months).		
A.10	Certified Copy of a valid taxpayers card, delivered by the chief of centre.		
A.11	Plan and attestation of localization signed by the taxation authorities		

EVALUATION GRID FOR ESSENTIAL CRITERIA			
N°		YES	NO
	General presentation of bids		
	➤ Properly bind.		



	➤ Table of content.		
	➤ Separators in color apart from white		
	➤ Order described respected		
	➤ Clearness of the documents		
B.2	<p align="center">REFERENCES OF SIMILAR WORKS EXECUTED</p> <p>➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last Five (05) years.</p> <p>➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception for 2015 and 2016 projects or final reception for up to 2014 projects) and related contracts or jobbing orders first and last pages</p>		
B.2.1	First Reference in the domains of construction		
B.2.2	Second Reference in the domains of construction		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT		
B.3.1	<p>A works supervisor with at least the level of civil engineering with at least three (03) Years' professional experience in the domain of civil construction or similar works.</p> <p>➤ CV signed by the candidate,</p>		
	➤ 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>A foreman with at least the level of a Senior technician in civil engineering with at least three (03) years' of professional experience in the domain of civil construction or similar works.</p> <p>➤ CV signed by the candidate,</p>		
	➤ 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	<p>Other support staff or semi-skilled workers</p> <p>➤ 02 Two builders with 3 years professional experience in building construction or similar works.(Only CVs signed by the candidate)</p>		
	➤ 02 Two Carpenters with 3 years professional experience on carpentry or similar works. Only CVs signed by the candidate		
B.4	TECHNICAL PROPOSALS		

B.4.1	- The mode of execution of the works		
B.4.2	- The planning of intervention, the expected output		
B.4.3	- supply of materials or site equipment		
B.4.4	- Measures of safety and protection of the environment		
B.4.5	- Administrative and technical organization of the enterprise		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Proof of ownership of a pickup truck or van, or show proof of ability to hire		
B.5.2	Proof of ownership of a concrete mixer or show proof of ability to hire		
B.5.3	Proof of ownership of a Concrete vibrator or show proof of ability to hire		
B.5.4	Proof of ownership of a Hand compactor or show proof of ability to hire		
B.5.5	Masonry Kit : Wheelbarrows, masonry clamps, masonry hammer 300g, shovel, dig axe, building level, masonry bucket , trowels, etc.		
B.5.6	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 75% to the amount required in the offer.		
B.7	ATTESTATION OF SITE VISIT AND SITE VISIT REPORT		
B.7.1	Attestation of site visit signed by the contractor		
B.7.2	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.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).		
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).		

EVALUATION GRID OF FINANCIAL OFFER			
C.1	The bid itself according to the model attached, shall be stamped at the rate in force, dated, signed And stamped by the contractor		
C.2	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 estimated (signed And stamped)		
C.4	The sub-details of prices(signed And stamped)		



DOCUMENT N° 10:

ANNEX

DECLARATION FORM

DECLARATION OF THE INTENTION TO TENDER

I, the undersigned, _____

Nationality _____

Function _____

In my capacity as General Manger of _____

Hereby acknowledge receipt of the file for the Open National Invitation to tender No..... of
.....

About the _____

_____ and hereby declare my intention to tender for the said contract.

DONE AT.....ON THE.....

GENERAL MANAGER

TENDER FORM

To the mayor, ELAK COUNCIL

Dear Sir,

“ Having examined the bidding document, the receipt of which is hereby duly acknowledge, I the undersigned offer to execute the _____

In conformity with the said bidding documents for the sum of (total bid amount in words and figures) _____

I undertake, if my bid is acceptable to execute the works within _____ month/days in accordance with the schedule specified in the methodology and planning of execution of works included in my tender.

I agree to abide by this bid for a period of (90) days from the date fixed for bid opening as included in the instructions to bidders, and it shall remain binding upon me and be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

I understand that you are not bound to accept the lowest of any bid you may receive

Dated this..... day of.....

(Signature)

(In the capacity of)

Duly authorised to sign bid for and behalf of.....

BID SECURITY FORM

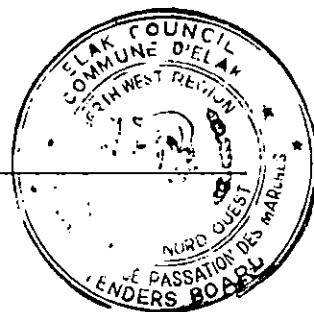
Where as _____
(here after called the "the bidder") has submitted its bid dated _____

Here in after called "the bid")

KNOW YE ALL PEOPLE by the presence that WE

(_____)

, having our registered office at(_____)
hereinafter called "the Bank", are bound unto the LORD MAYOR ELAK OKU (hereinafter called "the Contracting



Authority") in the sum of _____ for which payment will and truly be made to the said Contracting Authority, the bank binds itself, its successors, and assigns by the present.

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

THE CONDITIONS of these obligations are:

- If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
- If the bidder having been notified of the acceptance of its bid by the Contracting Authority during the bid validity:

Fails or refuses to execute the Contract Form, if required;

Fails or refuses to furnish the performances security, in accordance with the instructions to bidders; We undertake to pay the Contracting Authority up to the above amount upon receipt of his first written demand. Without the Contracting Authority will notify that amount claimed by, he is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity. Any demand in respect thereof should reach the bank not later than the above date.

SIGNATURE OF BANK AUTHORITY

10.9 COEFFICIENTS MAJORATEURS SUR PRIX SECS

1. POURCENTAGE DE MAJORATION POUR LES TRAVAUX EXECUTES PAR L'ENTREPRISE

1.1. Frais généraux de chantier

- Encadrement	.....
- Etudes	.....
- Laboratoires	.....
- Véhicules de liaison	.....
- Matériels et équipements communs	.....

1.2. Frais généraux de siège

- Frais de siège	.....
- Frais d'études	.....
- Frais d'agence	.....
- Frais financiers :	.....

• Cautions	.....
• Retenue de garantie	.....
• Agios	.....
• Assurances	.....

1.3. Bénéfices et aléas.....

Coefficient majorateur K =

2. POURCENTAGE DE MAJORATION POUR LES TRAVAUX SOUS-TRAITES

Suivre les mêmes principes de décomposition que ceux indiqués au paragraphe 1.

3. POURCENTAGE DE MAJORATION SUR LES FOURNITURES DES PRODUITS FINIS IMPORTES

Suivre les mêmes principes de décomposition que ceux indiqués au paragraphe 1.

Prix de revient



**10.10 MODELE D'ELECTION DE DOMICILE SIGNE DU MAIRE
TERRITORIALEMENT COMPETENT**

REPUBLICQUE DU CAMEROUN Paix- Travail – Patrie _____		REPUBLIC OF CAMEROON Peace – Work – Fatherland _____
--	--	--

REGION.....

DEPARTEMENT

COMMUNE

CERTIFICAT D'ELECTION DE DOMICILE

N° _____

Je soussigné, _____

Maire de la Commune de : _____

Certifie que l'entreprise : _____

BP : _____ Tel : _____ Fax : _____

Représentée par : _____

Agissant en qualité de : _____

A fait élection de domicile dans le ressort de ma commune.

Quartier / village : _____ lieu dit : _____

Depuis le : _____

Dans le cadre du marché N°: _____

Pour l'exécution des travaux de : _____

Conformément aux dispositions du marché et du CCAG (Article 6.1), toutes les notifications se rapportant au marché seront valablement faites à l'entreprise, le cas échéant, par cette Mairie jusqu'à la réception provisoire des travaux.

En foi de quoi le présent certificat est établi et délivré pour servir et valoir ce que de droit. /-

Fait à _____, le _____

THE MODEL CURRICULUM VITAE

Name & First name : _____

Date of birth : _____

Nationality _____

Level of education _____

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

Training school: _____

Date of admission : _____

Date of graduation: _____

Diploma obtained: _____ Date _____

Specific knowledge: Publication, research work _____

Date of start of service: _____

Nature of service rendered: _____

Number of years of service : _____

Number of years in the company : _____

Date of start of service in the company : _____

WORK EXPERIENCE (*)

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

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

ANNEX N° 02

THE MODEL PROFESSIONAL REFERENCES

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

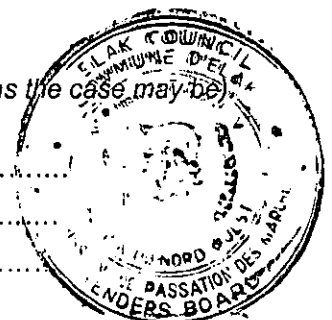
NB: For each contract named in the above list, are attached the following:

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

Done on _____, at _____

Mr (Messrs).....

Signature(s).....



MODEL EQUIPMENT LIST

SN	DESIGNATION <i>Description & frame (chassis) number</i>	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1	02 trucks (bennes) of capacity ≥ 11m ³				
2	01 connection Vehicle				
3	01 Bulldozer				
4	01 Caterpillar				
5	01 Grader				
6	Water Tanker				
7	Steamroller				
8	Cement mixer				
9	Vibrator with spine				
10	Dame sauteuse				
11	Compresseur avec marteau piqueur				
12	Generator				
13	Sufficient small Tooling: Shovels, wheelbarrows, Pickaxes, etc....				

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

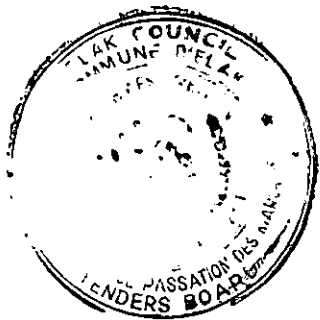
Remark- For equipment I will take on hire I hereby attached to this form certified attestations (lease documents) of commitment between I and the Owner(s) of the equipment(s).

Done on....., at

Signed

KEY STAFF

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



MODEL OF SITE VISIT REPORT

I) INTRODUCTION

TENDER N°:

.....
.....

NAME OF COMPANY.....

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

II) COMMENTARY:

II-1) Nature of the road.....

II-2) Accessibility to the project site:

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

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

IV) AVAILABILITY OF CONSTRUCTIONAL MATERIAL

V) DIFFICULTIES:

.....
.....
.....

V)CONCLUSION.....

.....
.....
.....
.....
.....

DOCUMENT N° 11:

LIST OF AUTHORISED BANKING ESTABLISHMENTS AND FINANCIAL INSTITUTIONS

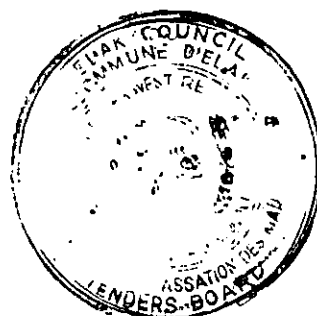
**LISTE DES ETABLISSEMENTS BANCAIRES ET ORGANISMES FINANCIERS AUTORISES A EMETTRE
DES CAUTIONS DANS LE CADRE DES MARCHES PUBLICS**

- **BANQUES**

- AFRILAND FIRST BANK (FIRST BANK)
- BANQUE ATLANTIQUE CAMEROUN (BACM)
- BANQUE GABONAISE POUR LE FINANCEMENT INTERNATIONAL (BGFIBANK)
- BANQUE INTERNATIONALE DU CAMEROUN POR L'EPARGNE ET LE CREDIT (BICEC)
- CITIBANK CAMEROUN (CITIGROUP)
- COMMERCIAL BANK – CAMEROUN (CBC)
- ECOBANK CAMEROON (EBC)
- NATIONAL FINANCIAL CREDIT BANK (NFC-BANK)
- SOCIETE COMMERCIALE DE BANQUES – CAMEROUN (CA SCB)
- SOCIETE GENERALE DE BANQUES AU CAMEROUN (SGBC)
- STANDARD CHARTERED BANK CAMEROUN (SCBC)
- UNION BANK OF CAMEROON PLC (UBC)
- UNION BANK FOR AFRIKA (UBA)

- **COMPAGNIES D'ASSURANCES**

- ACTIVA ASSURANCES, BP 12 970 Douala;
- CHANAS ASSURANCES, BP 109 Douala./-



PLAN OF CULVERTS

