

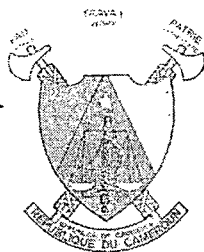
FC 21242/2021/MOA/Fonfuka/CPPW
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REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

MINISTRE DE LA DECENTRALISATION ET DU
DEVELOPPEMENT LOCAL

COMMUNE DE FONFUKA,
SERVICE TECHNIQUE.



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT.

FONFUKA COUNCIL,
TECHNICAL SERVICE.

PROJECT OWNER: MAYOR, FONFUKA COUNCIL

CONTRACTING AUTHORITY: MAYOR, FONFUKA COUNCIL

**TENDERS BOARD: FONFUKA COUNCIL INTERNAL TENDERS BOARD
(FCITB)**

TENDER FILE

OPEN NATIONAL INVITATION TO TENDER

(BY THE EMERGENCY PROCEDURE)

No.000010/ONIT/FC/FCITB/RFNWR/2021 OF 14/04/2021

**CONSTRUCTION OF TWO (02) BRIDGES ALONG THE ROAD LINKING
FONFUKA HEALTH CENTRE TO MBUK VILLAGE**

FINANCING: ROAD FUND NWR 2021 - MINTP

**BUDGET HEAD: MINTP COUNCIL ROAD MAINTENANCE PROGRAMME
2021**

**Budgetary Authorisation: LETTER NO. 2791/L/MINTP/SG/DGET/DPPN/CP/CEA1 OF 05th
APRIL 2021**

Budgetary Imputation: ROAD FUND (FOND ROUTIER)

FINANCIAL YEAR: 2021

Lot	Location of project	Project Amount FCFA TI	Bid Bond	Cost of Tender File
Single	Fonfuka Municipality	40,000,000	800,000	70,000

TENDER FILE - WORKS



Tender File for the construction of two (02) bridges along the road linking Fonfuka Health Centre to Mbuk village 2021

DOCUMENT NO. 1
TENDER NOTICE

the Tender File, of an amount of **800,000 FCFA (Eight Hundred Thousand Francs)**, valid for thirty (30) days beyond the date of validity of bids. As per article 90 (9) of the Public contract Code (Decree No. 2018/366 of 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond.

8. Consultation of Tender File:

The file may be consulted during working hours at the technical service of the Fonfuka Council, Telephone N° (237) 675 32 21 75 as soon as this notice is published.

9. Acquisition of tender file:

The file may be obtained from the technical service of the Fonfuka Council, Telephone N° (237) 675 32 21 75 as soon as this notice is published against payment of a **non-refundable** sum of **70,000 FCFA (Seventy Thousand Francs)**, payable at the Fonfuka Council Municipal Treasury, representing the cost of purchasing the tender file.

10. Submission of bids:

Each offer drafted in English or French in 07 (seven) copies including 01 (one) original and 06 (six) copies should reach the FONFUKA Council premises at Fonfuka not later than **05/05/2021 at 10 a.m.** local time and should carry the inscription:

**« OPEN NATIONAL INVITATION TO TENDER »
BY THE EMERGENCY PROCEDURE**

No.000010/ONIT/FC/FCITB/RFNWR/2021 OF 14/04/2021

**CONSTRUCTION OF TWO (02) BRIDGES ALONG THE ROAD LINKING FONFUKA
HEALTH CENTRE TO MBUK VILLAGE**

“To be opened only during the bid-opening session”

11. Admissibility of bids

Under penalty of being rejected, only originals or true copies certified by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of the invitation to tender.

They must obligatorily be not older than three (3) months preceding the date of **LAUNCHING OF THE TENDERS** or may be established after the signature of the tender notice

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

12. Opening of bids:

The bids shall be opened in a single phase. The opening of the administrative documents, the Technical and Financial offers will take place on the **05/05/2021 at 11:00 a.m.** local time, at the Conference hall of FONFUKA Council by the FONFUKA Council Internal Tenders' Board. Only bidders may attend or be represented by duly mandated persons of their choice.

13. Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

A. Eliminatory criteria

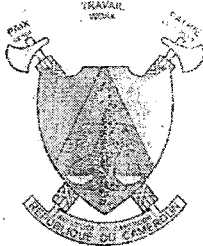
• Outright elimination during the opening session of the bids

- 1. Deadline for delivery higher than prescribed;**
- 2. False declaration or falsified documents;**

REPUBLIQUE DU CAMEROUN
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DEVELOPPEMENT LOCAL

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SERVICE TECHNIQUE.



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

MINISTRY OF DECENTRALIZATION AND LOCAL
DEVELOPMENT.

FONFUKA COUNCIL,
TECHNICAL SERVICE.

AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

(EN PROCEDURE D'EMERGENCE)

N°: 000010/AONO/CF/CIPM/FRRNO/2021 DU 14/04/2021

**CONSTRUCTION DE DEUX (02) PONTS LE LONG DE LA ROUTE RELIANT LE CENTRE
DE SANTÉ DE FONFUKA AU VILLAGE DE MBUK**

Financement : FOND ROUTIER RNO - Exercice 2021 MINTP

1. Objet de l'Appel d'Offres

Dans le cadre de l'exécution du programme d'entretien des routes communales du MINTP au compte de l'exercice 2020, Monsieur le Maire de la commune de FONFUKA, Maître d'Ouvrage et autorité contractante lance un Appel d'Offres National Ouvert **CONSTRUCTION DE DEUX (02) PONTS LE LONG DE LA ROUTE RELIANT LE CENTRE DE SANTÉ DE FONFUKA AU VILLAGE DE MBUK**

2. Consistance des travaux

Les travaux comprennent notamment les travaux préparatoires, de fondations, Maçonneries de moellons en élévation, de tablier, de remblaiement et de la superstructure du pont.

3. Délais d'exécution

Le délai maximum prévu le Maître d'Ouvrage pour la réalisation des travaux objet du présent appel d'offres est de **Quatre (04) mois calendaires et court à compter de la date de notification de l'ordre de service de démarrage des travaux.**

4. Coût prévisionnel

Le coût prévisionnel de l'opération à l'issue des études préalables est de **40,000,000 FCFA (Quarante Millions de Francs).**

5. Participation et origine

La participation à cette consultation est ouverte aux entreprises de droit camerounais ayant une expérience avérée dans le domaine concerné et ayant réalisées des opérations similaires et qui sont en règle fiscal.

6. Financement

Les travaux objet du présent appel d'offres sont financés par le Fond Routier du Ministère des Travaux Publics de l'exercice 2020.

Ligne Budgétaire: FOND ROUTIER RNO MINTP

Autorisation Budgétaire: LETRE NO. LETTER NO. 2791/L/MINTP/SG/DGET/DPPN/CP/CEA1 OF
05TH APRIL 2021

Imputation Budgétaire: FOND ROUTIER

Pendant la séance d'ouverture des offres

1. Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
2. Fausses déclarations ou pièces falsifiées ;
3. Offre dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire ;
4. Offres financière incomplète,
5. Le changement d'une unité ou d'une quantité du DAO dans l'offre financière ;
6. Le non-respect de 75% des critères essentiels ;

N.B. En cas d'absence ou de nonconformité d'une pièce du dossier administratif lors de l'ouverture des plis, un délai de quarante huit (48) heures est accordé aux soumissionnaires concernés pour remplacer la pièce en question. Passé ce délai, la pièce ne sera plus acceptée et l'offre ne sera éliminée que lors de l'évaluation des offres en sous-commission d'analyse.

B - Critères essentiels

Les critères relatifs à la qualification des candidats porteront à titre indicatif sur :

- 1- Présentation générale de l'offre ;
- 2- Capacité financière;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit;
- 9- Special Technical Clauses initialed in all the pages;
- 10- Special Administrative Clauses completed and initialed in all the pages.

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

14. Attribution

Cette évaluation se fera de manière purement binaire avec des positifs (oui) ou négatifs (non) et dont le minimum des « oui » acceptable est 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.

15. Durée de validité des offres

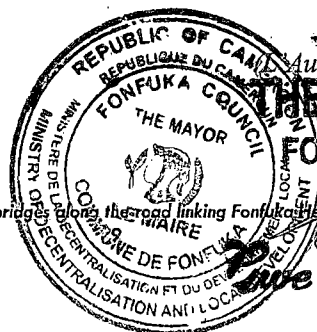
Les soumissionnaires restent engagés par leur offre pendant 60 jours à partir de la date limite fixée pour la remise des offres.

16. Renseignements complémentaires

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la Section Technique de la commune de FONFUKA Tél. : N° (237) 675 32 21 75

Fait à FONFUKA, le 14/04/2021

- MINMAP
- ARMP
- Maître d'Ouvrage
- Présidents CPM
- Affichage



LE-MAIRE

Autorité Contractante)

THE LORD MAYOR
FONFUKA COUNCIL

Tender File for the construction of two (02) bridges along the road linking Fonfuka Health Centre to Mbuk village 2021

Philip Chio

Table of contents

A. General

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

B. Tender File.....

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

C. Preparation of Bids

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

D. Submission of bids.....

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

E. Opening and evaluation of bids

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

F. Award of the contract.....

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

Article 4: Candidates allowed competing

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

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

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

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

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

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

Article 6: Qualification of bidder

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

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

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

- Document No. 1. The tender notice;
- Document No. 2. The General Regulations of the invitation to tender;
- Document No. 3. The Special Regulations of the invitation to tender;
- Document No. 4. The Special Administrative Conditions;
- Document No. 5. The Special Technical Conditions;
- Document No. 6. The schedule of unit prices;
- Document No. 7. The bill of quantities and estimates;
- Document No. 8. The sub details of unit prices;
- Document No. 9. Model documents of the contract:
 - a. The execution schedule;
 - b. Model of forms presenting the equipment, personnel and references;
 - c. Model bidding letter;
 - d. Model bid bond;
 - e. Model final bond;
 - f. Model of bond of start-off advance;
 - g. Model of guarantee in replacement of the retention fund;
 - h. Model contract;

Document No. 10. Models to be used by bidders;

- a. Model contract;

Document No. 11. Justifications of preliminary studies; to be filled by the Project Owner;

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

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

Article 9: Clarifications on the Tender File and complaints

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

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

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

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

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

b. Volume 2: Technical bid

b.1 Information on qualifications

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

b.2 Methodology

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

b.3 Proof of acceptance of conditions of the contract

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

1. The Special Administrative Conditions (SAC);
2. The Special Technical Conditions (STC).

b.4 Commentaries (optional)

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

c. Volume 3: Financial bid

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

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

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

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

Article 14: Bid price

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

to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

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

Article 16: Validity of bids

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

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

16.3 Where the contract does not include a price revision clause and that the period of validity of bids is extended by more than sixty (60) days, the amounts payable to the bidder retained shall be updated by application of the related formula featuring in the request for extension that the Contracting Authority addressed to bidders.

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

Article 17: Bid bond

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

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

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

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

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

17.6 The bid bond may be seized:

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

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

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

D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

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

21.2 The external and internal envelopes:

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

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

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

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

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

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

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

Article 23: Late bids

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

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

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

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

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

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

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

Article 26: Confidential nature of the procedure

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

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

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

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

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

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

Article 28: Determination of compliance of bids

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

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

Article 31: Conversion into a single currency

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

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

Article 32: Evaluation and comparison of financial bids

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

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

- a) By correcting any possible error in accordance with the provisions of article 30.2 of the General Regulations;
- b) By excluding projected sums and where necessary provisions for unforeseen occurrences featuring in the bill of quantities and estimates but by adding the amount of works done under State supervision where they are costed in a competitive manner as specified in the Special Regulations.
- c) By converting into a single currency, the amount resulting from the rectifications (a) and (b) above, in accordance with the provisions of article 31(2) of the General Regulations;
- d) By appropriately adjusting any other modification, divergence or quantifiable reservation on technical or financial basis.
- e) By taking into consideration the various execution time-limits proposed by the bidders, if they are authorised by the Special Regulations;
- f) If need be, in accordance with the provisions of article 13(2) of the General Regulations and the Special Regulations by applying the rebates offered by the bidder for the award of more than one lot, if this invitation to tender is launched simultaneously for several lots.
- g) If need be, in accordance with the provisions of article 18(3) of the Special Regulations and the Technical Specifications, the proposed technical variants, if they are permitted, shall be evaluated on their own merit and independently of the fact that the bidder offered or not a price for the technical solution specified by the Contracting Authority in the Special Regulations.

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

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

Article 38: Signing of the contract

- 38.1 After publication of the results, the draft contract subscribed by the successful bidder is submitted to the Tenders Board for examination and where applicable, to the Minister in charge of Public Contracts for prior endorsement.
- 38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.
- 38.3 The contract must be notified to the successful bidder within five (5) days of its date of signature.

Article 39: Final Bond

- 39.1 Within twenty (20) days of the notification by the Contracting Authority, the contractor shall furnish the Project Owner with a final bond, to guarantee the complete execution of the works.
- 39.2 The bond whose rate varies between 2 and 5 percent of the amount of the contract inclusive of all taxes, may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Project Owner as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or first-rate financial institution approved in accordance with the instruments in force.
- 39.4 Failure to produce the final bond within the prescribed time limit shall likely cause the termination of the contract under the terms laid down in the General Administrative Conditions.

Special regulations of the invitation to tender

Table of contents

References of the General regulations	General
1.1	Definition of works: The works herein referred to are: CONSTRUCTION OF TWO (02) BRIDGES ALONG THE ROAD LINKING FONFUKA HEALTH CENTRE TO MBUK VILLAGE Reference of Invitation to tender : N° ____/ONIT/FC/FCITB/RFNWR/2021 OF ____/2021
1.2	Execution deadline: Four (04) calendar months , as from the date of notification of service other to start works
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by ROAD FUND NWR 2021 - MINTP. Budget Head: MINTP COUNCIL ROAD MAINTENANCE PROGRAMME 2021 Budgetary Authorisation: LETTER NO. 2791/L/MINTP/SG/DGET/DPPN/CP/CEA1 OF 05TH APRIL 2021 Budgetary Imputation : ROAD FUND (FOND ROUTIER)
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

The bids shall be evaluated according to the main criteria as follows:

Eliminatory criteria

• **Outright elimination during the opening session of the bids**

1. Deadline for delivery higher than prescribed;
2. False declaration or falsified documents;
3. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
4. Incomplete financial file;
5. Change of quantity or unit of the Tender file in the financial bid;
6. Non-respect of 75% of essential criteria;

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty-eight (48) hours to produce or replace said document else will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

Essential criteria

1. General presentation of the tender files;
2. Financial capacity;
3. References of the company in similar achievements;
4. Quality of the personnel;

DOCUMENT N°	DESCRIPTION
A.1	Declaration of intention to tender stamped with the tariff in force-(written by the bidder).
A.2	Certified Copy of the Business Registration, not more than three months old.
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by FONFUKA Municipal treasury
A.6	A bid bond of 800,000 FCFA (Eight Hundred Thousand Francs), certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.11	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A.13	An Attestation of site visit signed by the bidder
A.14	Plan, and an attestation of localization of business
A.15	Power of attorney authorizing signatory to engage the enterprise in the Tender

The absence or the non-conformity of the one of these documents will result to the elimination of the offer either during the opening session of the bids (absence of BID bond) or during the evaluation

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

B.1	General presentation of the tender files
	<ul style="list-style-type: none"> -Document slotted or spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.
	1 st Reference
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF

ENVELOPE C- FINANCIAL FILE

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.
- The various parts of the same file must be separated with colour guides from as well in the original as in the copies, so as to facilitate its examination

Supply price

ARTICLE 8: Currency of payment

This National Invitation to tender is awarded on total and contractual price, inclusive of all taxes, firm and non-revisable for the whole of the works and the equipment defined in the present Invitation to tender.

The corresponding amount will be calculated inclusive of all taxes and the prices will be obligatorily expressed in francs CFA.

The unit Schedule price expressed out in figures and letters and in six (07) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

The establishment of the prices will be done on the basis of economic condition into force in Republic of Cameroon at the handover date of the offers.

ARTICLE 9: Transport and delivery

The materials for work must be protected during transportation through packaging whether by air, railway or road according as the case may be. The conditions of storage must be of tropical type.

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **800,000 FCFA (Eight Hundred Thousand Francs)**. As per article 90 (9) of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), certified cheques or bank cheques are acceptable in the place of bid bond. The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

The final Bond is fixed at Two percent (2%) of the initial amount of the services envisaged in the country.

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

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

10.3 Guarantee Retention

Guarantee Retention of ten percent (10%) will be operated on amount including all taxes of the contract. The corresponding sum will be paid or the released guarantee, one year after provisional reception of works.

- The production of detailed pricing, its content and the coherency between the unit price, its mode of realisation and its timing.
- The purchase prices of materials
- The cost of exploitation of equipment
- The wages of technicians and labourers
- comparative advantages or favourable exceptional conditions that the bidder has for the realisation of the works
- measures relative to the condition of works

In the case where these justification(s) is or are not convincing, the Project Owner decides but before the reject, he can only decide when the Public Contracts Regulatory Agency (ARMP) must have examined the unconvincing justification(s) and given his opinion in seven (07) working days from the date of receipt of these justifications from the project. *(The Tenders Board requests for justifications, bidder replies by writing, board examines and if not convincing, proposes reject to contracting Authority who decides after consulting ARMP)*

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of works, the contractor must make sure that He/she respects the elements of maturity of the project especially the limits of the roads shown to him/Her by the project owner during the site visit. An update of quantities will be carried out before the start of works

Table of contents

Chapter I: General

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

Chapter II: Financial conditions

- Article 11 - Guarantees and bonds (articles 29 and 41 of GAC supplemented)
- Article 12 - Amount of contract (articles 18 and 19 supplemented)
- Article 13 - Place and method of payment
- Article 14 - Price variation (article 20 of GAC)
- Article 15 - Price revision formulas
- Article 16 - Price updating formulas (article 21 of GAC)
- Article 17 - Work under State supervision (article 22 of GAC supplemented)
- Article 18 - Evaluation of works (article 23 supplemented)
- Article 19 - Evaluation of supplies (article 24 of GAC) supplemented)
- Article 20 - Advances (article 28 of GAC)
- Article 21 - Payments for the works (articles 26, 27 and 30 of GAC supplemented)
- Article 22 - Interests on overdue payments (article 31 of GAC supplemented)
- Article 23 - Penalties for delay (article 32 of GAC supplemented)
- Article 24 - Payment in case of a group of enterprises (article 33 of GAC)
- Article 25 - Final detailed account (article 35 of GAC)
- Article 26 - General detailed account (article 35 of GAC)
- Article 27 - Tax and customs schedule (article 36 of GAC)
- Article 28 - Stamp duty and registration (article 37 of GAC)

Chapter III: Execution of the works

- Article 29 - Nature of works
- Article 30 - Obligations of the Project Owner (GAC supplemented)
- Article 31 - Execution deadline of contract (article 38 of GAC)
- Article 32 - Roles and responsibilities of the contractor (article 40 of GAC)
- Article 33 - Making available documents and site (article 42 of GAC)
- Article 34 - Insurance of structures and civil responsibility (article 45 of GAC)
- Article 35 - Documents to be furnished by the contractor (article 49 supplemented)
- Article 36 - Organisation and security of sites (article 50 of GAC)
- Article 37 - Implantation of structures (article 52 of GAC)
- Article 38 - Sub-contracting (article 54 of GAC)
- Article 39 - Site laboratory and trials (article 55 of GAC)
- Article 40 - Site logbook (article 56 of GAC supplemented)
- Article 41 - Use of explosives (article 60 of GAC)

Chapter IV: Acceptance

- Article 42 - Provisional acceptance (article 67 of GAC)
- Article 43 - Documents to be furnished after execution (article 68 of GAC)
- Article 44 - Guarantee time-limit (article 70 of GAC)
- Article 45 - Final acceptance (article 72 of GAC)

Chapter V: Miscellaneous provisions

- Article 45 - Termination of the contract (article 74 of GAC)
- Article 46 - Force majeure (article 75 of GAC)
- Article 47 - Differences and disputes (article 79 of GAC)
- Article 48 - Drafting and dissemination of this contract
- Article 49 - information to be posted
- Article 50 and last: Entry into force of the contract

In accordance with the provisions of article 153 paragraphs 1 and 2 of the Public contract Code (Decree No. 2018/366 OF 20 June 2018), the Contract Manager, the Contract Engineer as well as the other persons in charge of the control and follow up of the project shall perceive indemnities as well as logistics support for the realisation of the project from that shall be fixed by a decision of the Project Owner or Project Owner.

Article 4: Language, applicable law and regulation

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

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

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

Article 5: Constituent documents of the contract (Article 4 of GAC)

The constituent contractual documents of this contract are in order of priority: *(to be adapted to the nature of the works)*.

- 1) The tender or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (GAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);
- 5) The particular elements necessary for the determination of the contract price, such as, in order of priority: the unit price schedule, the statement of all-in prices, detailed estimates, the breakdown of all-in prices and the sub-details of unit prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents *[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 *[insert and indicate, where need be, names and references]*.

Article 6: General instruments in force

This contract shall be governed by the following general instruments *[to be adapted according to the case]*:

- Law No. 96/12 of 05 August 1996 on the management of the environment.
- Law No. 98/013 of 14 July 1998 relating to competition
- Law No. 2019/024 of 24th December 2019 to institute the general code of Regional and Local Authorities
- Law No. 2020/018 of 17th December 2020 bearing Finance Law of the Republic of Cameroon
- Decree No. 2001/048 of 23rd February 2001 relating to the setting up, organization and functioning of the Public contract Regulatory Agency (ARMP);
- Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for implementing the Tax and customs system applicable to public contracts

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

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

- 9.1 At the end of a phase, the Project Owner shall carry out the acceptance of the works and issue an attestation of proper execution to the contractor. This attestation shall condition the start of the following conditional phase.
- 9.2 The time-limit granted for notification of the Administrative Order to start execution of a conditional phase shall be five (5) days.

Article 10: Contractor's equipment and personnel (Article 15 of GAC supplemented)

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

- b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.

1.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC)
(not applicable)

Article 16: Price updating formulae (article 21 of the GAC)
(not applicable)

Article 17: Works under State supervision (Article 22 of GAC supplemented)

17.1 The percentage of works under State supervision shall be *[must not exceed 2 %]* of the amount of the contract and its additional clauses, where applicable.

17.2 In the case where the contractor was invited to execute works under State supervision, the submitted and duly justified expenditures shall be reimbursed to him under the following conditions:

- The quantities considered shall be the hours used or the quantities of building materials and materials used that was the subject of joint job cost sheets;
- The remunerations and salaries effectively paid to local labour shall be increased by forty percent (40 %) to take account of social benefits;
- The hours put in by the heavy equipment shall be counted at the rate featuring in the sub-detail of prices;
- Building materials and materials shall be reimbursed at cost price duly justified at the place of use, marked up by ten percent for loss, stocking and handling;
- The amount for services thus calculated, including the hours put by heavy equipment shall be marked up by 25 % to take into account the overheads, profits and the contractor's unforeseens.

Article 18: Evaluation of works (article 23 of the GAC)

This contract is at *[unit price, all-in price or unit and all-in price]*.

Article 19: Evaluation of supplies (article 24 of the GAC supplemented)

19.1 *[indicate, where applicable, the modalities for payment of supplies]*.

19.2 No security shall be requested for payments on account on supplies.

Article 20: Advances (article 28 of the GAC)

20.1 The contracting authority shall not grant to the contractor a start-off advance, the contractor shall use his own funds to start off the works

Article 21: Payment for works (articles 26, 27 and 30 of the GAC supplemented)

21.1 Establishment of works executed

Before the 30th of each month, the contractor and the Engineer 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. This sheet shall be based on the certification of the various tasks jointly established by the contractor and the Project Manager

21.2 Monthly detailed account

2. Indicate the method of payment of sub-contractors, where need be.

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

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

After completion of the works and within a maximum time-limit of fourteen (14) days after the date of provisional acceptance, the contractor shall establish, based on joint reports, the draft final detailed account of works executed and which detailed account summarises the total sums to which the contractor may be entitled as a result of the execution of the whole contract.

25.2 *The Contract Manager has up to thirty (30) days to notify the corrected and approved draft to the Project Manager.*

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

Article 26: General and final detailed account (article 35 of the GAC)

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

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

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

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

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

Article 27: Tax and customs regulations (article 36 of the GAC)

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

- Taxes and dues relating to industrial and commercial profits, including the IAR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;
- Dues and taxes attached to the execution of services provided for in the contract;
 - o Duties and taxes of entry into Cameroonian territory (customs duties, VAT, computer tax);
 - o Council dues and taxes;
 - o Dues and taxes relating to the extraction of building materials and water.

These elements must be included in the costs which the undertaking imputes on its running costs and constitute one of the elements of the sub-details of prices exclusive of taxes.

All taxes inclusive prices means VAT included.

Article 28: Stamp duty and registration of contracts (article 37 of GAC)

Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

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

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

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

- b) The Environment Management Plan should bring out notably the choice technical conditions of the site and basic life, conditions of the backfill of the extraction sites and conditions for reinstating the works and installation sites.
- c) The contractor shall indicate in this schedule the equipment and methods which he intends to use as well as the personnel he intends to employ.
- d) The approval granted by the Contract Manager or Project Manager shall in no way diminish the responsibility of the contractor with regard to the harmful consequences which their implementation may cause both towards third parties and the respect of clauses of the contract.

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
- b) The [Contract Manager or Project Manager] has a deadline of [five (05) days] to examine and make known his observations. The contractor then has a deadline of [04] four days] to present a new file including the said observations.

35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

Article 36: Organisation and safety of sites (article 50 of the GAC)

36.1 Signboards at the beginning and end of each section must be placed within a maximum deadline of fifteen days after the notification of the Administrative Order to commence work.

36.2 The services to inform in case of interruption of traffic or along the deviated itinerary: [To be specified in accordance with article 50(2) of the GAC].

36.3 Indicate the special measures demanded of the contractor, other than those provided for in the GAC, for rules of hygiene and safety and for circulation around or in the site.

Article 37: Implantation of structures

The Project Manager shall notify within [five] days following the date of notification of the Administrative Order to commence work, the basic points and levels of the project.

The chairperson can only convene the acceptance of works when he must have received from the Contract Engineer the report (process - verbal) of the technical acceptance of works with no reserves pending clearance.

This report (process - verbal) of the technical acceptance of works shall be an integral part of the acceptance of works' report (attached to acceptance of works report) and shall accompany the bills for settlement

An indemnity shall be perceived by the members as per specified in the SRT t

Article 43: Guarantee Period.

The guarantee period is one (01) year from the date of the provisional reception for the section of new civil Engineering works.

Article 44: Article 45: Final acceptance (article 72 of the GAC)

44.1 Final acceptance shall take place within a maximum deadline of [fifteen (15) days] from the date of expiry of the guarantee.

44.2 The Project Manager [shall [not] be member of the commission.

The procedure for final acceptance shall be the same as for provisional acceptance

Chapter V: Sundry provisions

Article 45: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in the Decree No. 2018/366 OF 20 June 2018 of the Public contract Code and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- death of the contractor
- bankruptcy of the contractor
- judicial liquidation (contractor not authorised by court to exploit her enterprise
- sub-contracting of works without the authorisation of the project owner Incompetence of the contractor duly notified by the Project owner
- Non-respect of labour code rules and regulations
- fraud and corruption duly noticed

Article 46: Case of force majeure (article 75 of the GAC)

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

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

Article 47: Disagreements and disputes (article 79 of the GAC)

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

Where no amicable solution can be found for a disagreement, it is brought before the competent Cameroonian jurisdiction; subject to the following provisions: *[to be filled, where need be]*.

Article 48: Production and dissemination of this contract

[Seven (07)] copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 49: Information to be posted

DOCUMENT NO. 5:
SPECIAL TECHNICAL CONDITIONS (STC)

Where there is black cotton soil or soil with low bearing capacity at the bottom of the trench, the contractor shall continue excavation up to a depth as will be approved by the Project Engineer. The excavations will be done manually or mechanically and no concrete or mortar shall be laid on the bottom of the trench without the acceptance of the trench bottom of excavation by the Project Engineer.

The descriptive notice completes or confirms the indications on the execution plans. In the case of contradictions between the plans and the descriptive notice, the project team shall be contacted for examination, elaboration and conclusion.

These technical specifications have as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the construction of classroom buildings.

3 ORIGIN, QUALITY AND PREPARATION OF MATERIALS: The fine and coarse aggregates may either be from the river or quarry crushed and must be approved by the Project Engineer before any use on the site. The sand (0/5) shall have very fine elements settlement of less than 4%. The gravels (5/15 and 15/25) shall be clean and well graded with very fine elements settlement of less than 2%. The cement shall be CPA 325 class from CEMENCAM or from an approved factory.

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings. Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

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

Concrete:

-Ordinary concrete: specifically, lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m³.

- Concrete for the Raft: shall be 15cm thick laid on the entire floor of the bridge between the 02 abutments and dosed at 350kg/m³ over the entire surface.

NB: The inlet to the bridge shall be excavated at a depth of 60cm below the natural soil and concreted along the width of the bridge between the wings at 01m to the 02 abutments so as to resist the scouring by water upfront. The raft will receive a longitudinal slope of 2%, slopping towards the outlet of the bridge (flow of water).

-Reinforced concrete: shall be specifically for the footings, beams seatings and the slab of the bridge, kerbs and pillars of the mixt guard rails and their mixture shall be in a proportion of 350kg/m³.

NB: All concrete works should be properly cured (i.e. water three times a day for seven days)

NOTE: Reinforcement Schedule.

No	STRUCTURE	SIZE S	Trans versal ROD S	Longi tudin al ROD S	STIRR UP	CONCRE TE DOSAGE	TYPE
		Nos	φ	Torsφ	Spacing s		
1	Footing		10mm	8mm	20cm	350kg/m ³	Fe-E-400
3	Beam seating		12mm	10mm	20cm	400kg/m ³	Fe-E-400
4	Bridge slab	4	12mm	10mm	15cm	400kg/m ³	Fe-E-400
5	Bridge raft	4	8mm	8mm	20cm	350kg/m ³	Fe-E-400
	Kerb		8mm	8mm	20cm	350kg/m ³	Fe-E-400

Tender File for the construction of two (02) bridges along the road linking Fonfuka Health Centre to Mbuk village 2021

These works consist of removing vegetation and cleaning the edges of the road as well as on its immediate surroundings, felling trees and/ or trimming tree branches obstructing visibility, etc.

Mode of execution of works

This consists of clearing all vegetation at a width of two meters form the outer edge of the gutter and scraping and discarding vegetative soil from the road surface. These are labor intensive works carried out by groups of workers recruited from the community and equipped with the necessary tools to carry out the job.

5) 103 - Setting out of the structure

Description of Works

This consists of carrying out activities geared at positioning the bridge at the coordinates such that the its axis will be aligned with that of the access road from the both sides. Also, the characteristics of the structure as designed should be respected.

Mode of execution of works

This consists of using pegs and lines and with the help of a levels position the bridge such it should be at right angle relative to the road with the wing walls at 45 degrees relative to the road or front walls of the bridge. Equally, the position of the areas to be excavated for the abutment including the working space should be materialized. As such the length and span of the bridge as well as the wing walls, the front wall and the abutment as a whole will be positioned. After the excavation these parameters will be verified first before the bridge works proper starts

So done, the following data will be verified before the excavation

A) Bridge over the Mbuk river

S/N	Item to verify	Expected result	Person responsible	Person to approve
1	Setting out	Respect of specifications	Works Manager enterprise	Project Manager – DDMINT P-BOYO
2	Alignment of axis	aligned		
3	Distance in to in between the 2 footings	7.6m		
4	Distance in to in between the 2 front walls of the abutments	06 m		
5	Footings (front wall and wing walls)			
5.1	Width	2.3m		
5.2	Thickness	50cm		
6	Length of the wing walls			
6.1	Upstream	4,0m		
6.2	Downstream	3.5m		
7	Stone masonry (front wall and wing walls)			
7.1	Big base of stone masonry part of the abutment and wings (down i.e.in contact with footing)	2.0m		
7.2	Small base of stone masonry part of the abutment and wings (top i.e. beam seating support)	1.1m		
7.3	Height of the stone masonry abutment + wings (same height) No difference in the heights of the front wall and wing walls will be tolerated	6 m		
8	Deck of the bridge			

7.2	Small base of stone masonry part of the abutment and wings (top i.e. beam seating support)	1.1m		DDMINT P-BOYO
7.3	Height of the stone masonry abutment + wings (same height) No difference in the heights of the front wall and wing walls will be tolerated	6 m		
8	Deck of the bridge			
8.1	Beam seating in L form (RC) – horizontal part			
8.1.1	Thickness of the base of the beam seating	40cm		
8.1.2	Thickness shock absorbers on base beam seating	05cm		
8.1.3	Height of the vertical part of the beam seating	5+45+25=75cm		
8.1.4	Thickness slab	25cm		
8.2	Beams			
8.2.1	Height I beam	45cm		
8.2.2	Height rib beam			
9	Fittings			
9.1	Kerb base=20cm height=10cm	20x10cm		
9.2	Guard rails			
9.2.1	RC pillars spaced at 1m	10cmx10cm		
9.2.2	Iron tubes	Diam. 60mm		
10	Expected height of the bridge from the footing	3.85+0.4+0.05+.45+.25 =5.0m		
11	Expected span of the bridge	09m		
12	Expected length of the bridge (span+thickness vertical parts of the beam seatings)	6+1.1x2=8.2M		
13	Expected carriage way of the bridge (width slab-widths of kerbs)	06m		
14	Width of slab of the bridge	6.4m		

NB: These works at every stage must be received by the Contract Engineer before the next phase can continue

6) 203.1 - Excavation in ordinary terrain for the abutments and for the deviation of the existing river bed

Description of works

This consists of digging to free the space set for the construction of the bridge. The various parameters set out will be respected in the excavation. Also the depth of the foundation as per the results of geotechnical studies should be respected i.e. 1.6m from the bed of the river

Mode of execution of works

This consists of excavating in ordinary terrain for the abutments and for the deviation of the existing river bed and also for the creation of a bed off stream to deviate the existing stream to join the main bed. Length=50m, width=1m depth=1m.

NB: The excavation must be received by the Project Manager before the next phase can continue

- for the precast of the slabs;
- form works with planed planks;
- transport and the putting in place of the stones including all contingencies;
- Execution of all contingencies related to traffic flow and to the respect of environmental prescriptions;
- And all other contingencies.

Coffrages - Form Works

Cette opération consiste à coffrer les différentes surfaces quand cela est nécessaire avant bétonnage. Les parties d'ouvrage nécessitant un coffrage seront approuvées par le Maître d'œuvre. Les coffrages seront de construction robuste car ils sont appelés à supporter, selon le cas, la poussée du béton frais ou le poids de la construction jusqu'au décintrage de l'ouvrage.

Les différentes pièces seront assemblées de façon simple pour permettre de procéder au décoffrage sans épaufrer le béton. Cette simplicité n'autorisera toutefois aucune négligence dans la distribution des joints. Les panneaux déjà employés, seront voilés et les bords écaillent.

Il sera utilisé pour certaines catégories de coffrages des produits de démoulage gras ou plastique. Ces produits devront être agrés par le Maître d'œuvre.

La construction des coffrages sera aussi précisée qu'il est prescrit par le CCTP, selon la catégorie, afin de préserver, entre autres, l'enrobage homogène des armatures et les démentions finales des ouvrages.

Les fixations du coffrage intérieur au béton devront être uniquement celles qui figurent sur les dessins d'exécution visés par le maître d'œuvre.

Pour maintenir les armatures à distance fixe des coffrages, on pourra employer des cales en béton (ou en tout autre matériau agréé par le Maître d'œuvre, matière plastique par exemple) dans lesquelles on aura préalablement noyé des ligatures en fil de fer. En aucune cas, aucun élément métallique ne se trouvera à une distance inférieure à l'enrobage minimal prévu pour les armatures.

504b - Putting in place of metallic I beam 400 including the bracing

Description of works

Poutrelles en acier : IPE - Metallic I beam 400 including the bracing

Ces travaux consistent à poser des poutres IPE. Avant tout commencement des travaux, le maître d'œuvre devra définir ou approuver la poutre IPE à pose. Les nouvelles poutres IPE seront directement protégées contre la rouille par une couche de peinture anticorrosive.

Les aciers utilisés sont des laminés marchands, en acier doux soudable, dont la nuance est soumise à l'agrément du Maître d'Œuvre. Ils doivent répondre aux prescriptions du chapitre III du fascicule 4 du CCTG français. En particulier, les caractéristiques mécaniques de ces profilés doivent satisfaire aux normes NF A 35-501 ou NF A 36-201.

10) 601a and 601b - Anti-rust paint and Oil Paint

Paints

Les peintures de protection à mettre en œuvre sur les profilés métalliques préalablement brossés à blanc, sont de type glycérophthalique, et doivent être soumises à l'agrément préalable du Maître d'Œuvre Délégué. Dans tous les cas une sous-couche anti-rouille d'une couleur différente sera mise en place préalablement.

11) 901c - Mix guard rails (concrete pillars and metallic pipes)

Garde-corps - Mix guard rails

Cette opération comprend le remplacement ou la fourniture et pose des gardes corps sur ouvrage. Ces travaux seront définis lors de l'établissement des schémas d'aménagement. Les éléments des garde-corps seront posés et réglés en alignement et en altitude. Il sera vérifié que les montants seront bien verticaux. Les scellements des montants sera réalisé en béton dose à 400kg/m³ et devra être conforme au plan type. Le scellement de montants n'interviendra qu'après vérification par le Maître d'œuvre du parfait alignement du garde-corps. Le surfacage du béton de scellement sera soigné de telle sorte que l'eau ne puisse séjourner à l'encastrement des montants.

Selon leur état, et après agrément du Maître d'œuvre, les gardes corps pourront recevoir une peinture anticorrosive de protection.

DOCUMENT NO. 6:
SCHEDULE OF UNIT PRICES

	Series 400-Equipment			
401	Mixt guard rails (RC+iron tubes 60+red and white anticorrosive paint)	ML		
402	Weep holes	U		
403	Drainage pipes	ML		
404	Sign posts	U		
405	Post marker(Balises)	U		

FORMAT UNIT PRICE SCHEDULE CONSTRUCTION OF TWO (02) BRIDGES ALONG THE ROAD LINKING FONFUKA HEALTH CENTRE TO MBUK VILLAGE (Bridge B)							
No	River	H	Width	Span	Road	KP	Type
1	Songka river	3.5m	7m	5m	Fonfuka-Songka	3+200	Permenant bridge
No	Designation			Unit	U.P in figures		U.P in words
	Series 000-Installation						
001	Site Installation			LS			
002	Mobilisation and demobilisation of equipment			LS			
	Series 100- Site Preparation						
101	Site Clearance			m2			
102	Felling of trees			U			
103	Traffic flow (Diversion of water course/road)			LS			
104	Demolition of existing temporal structure			LS			
105	Setting out of the bridge			LS			
	Series 200 –General Earth Works						
201	Excavation of trenches			M3			
202	Backfill of excavation			m3			
	Series 300-Foundations- Abutment-deck-wing walls						
301	Hard core			M3			
302	Stone masonry works for foundation, abutment and wing walls			M3			
303	Lean concrete floor dosed at 150kg/m3			M3			

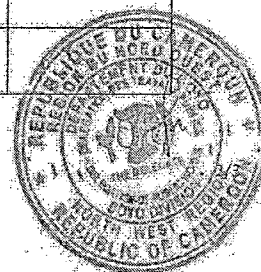
DOCUMENT NO. 7:
BILL OF QUANTITIES AND ESTIMATES

404	Sign posts	u	2.00		
405	Post marker(Balises)	u	12.00		
	Total Equipment				
TOTAL A) BRIDGE OVER THE MBUK RIVER					

B) BRIDGE OVER MBUK RIVER

No	River	H	Width	Span	Road	PK	Type
1	SONKA	3.5m	7m	5	FONFUKA-SONKA	3+200	Permenant bridge
No	Designation			Unit	Quantity	U.P	Total Price
	Series 000-Installation						
002	Geotechnical and concrete test			LS	1.00		
	Total Site Installation						
	Series 100- Site Preparation						
101	Site Clearance			m2	100.00		
102	Felling of trees			U	2.00		
103	Traffic flow (Diversion of water course/road and reinstallation of traffic)			LS	1.00		
105	Setting out of the bridge			LS	1.00		
	Total Site Preparation						
	Series 200 –General Earth Works						
201	Excavation of trenches			M3	90.00		
202	Bakfill of excavation			m3	108.50		
	Total General Earth Works						
	Series 300-Foundations- Abutment-deck-wing walls						
301	Hard core			M3	45.00		
302	Lean concrete floor dosed at 150kg/m3			M3	2.25		
303	Reinforced concrete dosed at 400kg/m3 for the footings			M3	22.50		
302	Stone masonry works for foundation, abutment and wing walls			M3	117.00		
303	Mass concrete 15cm thick dosed at 400kg/m3 as for base of the footings			M3	6.75		
305	Reinforced concrete dosed at 400kg/m3 for the beam seat, slab, kerbs			M3	12.25		
306	Fat concrete 15cm thick dosed at 350kg/m3 for raft			M3	3.00		
307	Drainage material behind the abutment			m3	4.00		
	Total Foundations-Abutment-deck						
	Series 400-Equipment						
401	Mix guard rails (RC+iron tubes 60) + painting			ml	8.00		

BRIDGE MBUK



DOCUMENT NO. 8:
SCHEDULE OF SUB-DETAIL OF PRICES

DOCUMENT NO. 9:
MODEL CONTRACT

Between:

The Government of the Republic of Cameroon, represented by _____ hereinafter referred to the "Contracting Authority"

On the one hand,

And

_____(enterprise)
P.O. Box _____ Tel: _____ Fax: _____
Business Registry No. _____
Taxpayer's No. _____

Represented by M _____, its General Manager, hereinafter referred to as the "Contractor"

On the other hand,

Agree on the following:

Page _____ and last of **JOBGING ORDER N°** _____
AWARDED AFTER OPEN NATIONAL INVITATION TO TENDER N° _____
OF FOR THE _____
With _____,

For the execution of _____ works

EXECUTION DEADLINE _____ (_____) months

Amount of contract in CFA F:

IAT	
EVAT	
VAT (
AIR (2.2% or 5.5 %)	
Net to be paid	

Read and accepted by the contractor

(place of signature) _____ (date)

Signature of Contracting Authority

(place of signature) _____ (date)

Registration

Table of models

Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

Model No. 4: Model of start-off advance bond

Model No. 5: Model retention fund

Annex No. 6: Framework of schedule

Annex No. 7: Evaluation grid

Annex No. 8: Attestation of site visite

ANNEX No. 2: MODEL BID BOND

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

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

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

The conditions of this commitment are as follows:

If the bidder retires his bid during the validity period provided for in the Tender File;

Or

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

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

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

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

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

Signed and authenticated by the bank at _____, on _____

[Bank's signature]

ANNEX NO. 4: MODEL OF START-OFF ADVANCE BOND

Bank: reference, address _____

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

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

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

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

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

Signed and authenticated by the bank at _____ on _____

[*Signature of the bank*]

DOCUMENT NO. 11:
PRELIMINARY STUDIES

DOCUMENT NO. 12:

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

ANNEX 7: EVALUATION GRID

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION	YES	NO
A.1	Declaration of intention to tender stamped with the tariff in force (written by the bidder).		
A.2	Certified Copy of the Business Registration, not more than three months old.		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.		
A.5	Purchase receipt of tender file issued by FONFUKA Municipal treasury		
A.6	A bid bond of 800,000 FCFA (Five Hundred and Fifty-Four Thousand Hundred Francs), certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.		
A.9	A valid Certificate of imposition certified by the chief of center for taxation		
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).		
A.11	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.		
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.		
A.13	An Attestation of site visit signed by the principal, the authorizing officer		
A.14	Plan, and an attestation of localization of business		
A.15	Power of attorney authorizing signatory to engage the enterprise in the Tender		

The absence of any of these documents, the bidder will be given forty-eight (48) hours to produce or replace the said document else, it will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline will.

The second Internal Envelope shall be labeled <<ENVELOPE B: TECHNICAL DOCUMENT>> and shall contain the following:

B.1	General presentation of the tender files
	<ul style="list-style-type: none"> -Document slotted or spirally bound -Table of content page -Colour sheets separation - Presentation of documents in the order given in this tender
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.

No.	DESIGNATION.
C1	A submission letter, signed, dated and stamped. (see ANNEX 3)
C2	Completed and signed frame work of unit prices.
C3	Signed Bills of quantities and cost estimates indicating the total amount without taxes (HT) and with taxes (TTC)
C4	Sub details of unit prices

This evaluation will be done in a purely binary (YES) or (NO) with an acceptable minimum from at least 75% of the essential criteria taken in account.

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

Eliminatory criteria

- **Outright elimination during the opening session of the bids**

1. Absence or non-conformity of an element in the administrative file
2. Deadline for delivery higher than prescribed;
3. False declaration or falsified documents;
4. A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
5. Incomplete financial file;
6. Change of quantity or unit of the Tender file in the financial bid;
7. Non-respect of 75% of essential criteria;

During the opening session of the bids if a document of the administrative bid is absent or noncompliant, the bidder will be given forty eight (48) hours to produce or replace said document else will be eliminated during the evaluation of the bids. No such document will be accepted after this deadline.

C. Essential criteria

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

11. Main qualification criteria

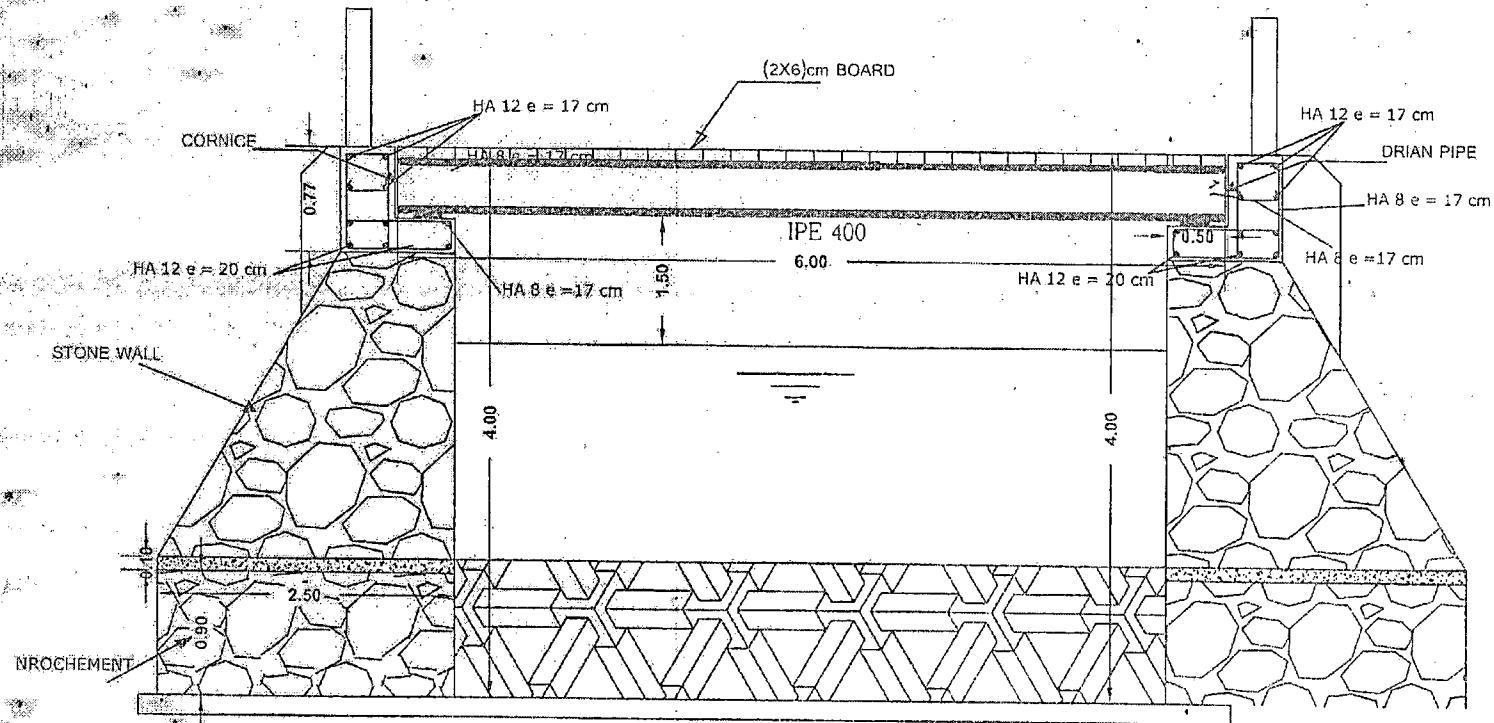
The criteria relating to the qualification of candidates could be indicative on the following:

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

This evaluation will be done in a purely binary (YES) or (NO) with an acceptable minimum from at least 75% of the essential criteria taken in account.

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

Abnormally low costing will be rejected as per the special tender regulations



LONGITUDINAL CROSS SECTION
SECTION: A - A

SCALE: 1/75

