# REPUBLIQUE DU CAMEROUN

PAIX - TRAVAIL - PATRIE

**REGION DU NORD- OUEST** 

DEPARTEMENT DU DONGA MANTUNG

ARRONDISSEMENT DE NWA

COMMUNE DE NWA

COMMISSION INTERNE DE PASSATION DES MARCHES



REPUBLIC OF CAMEROON

PEACE - WORK - FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

**NWA SUBDIVISION** 

**NWA COUNCIL** 

INTERNAL TENDERS BOARD

# **TENDER FILE**

PROJECT CHINER

THE MAYOR OF NWA

CONTRACTING AUTHORITY:

THE MAYOR OF NWA

TENDERS BOARD:

NWA COUNCIL INTERNAL TENDER'S BOARD (NCITB)

# OPEN NATIONAL INVITATION TO TENDER

Nº 05/ONIT/MINDDEVEL/NWR/DMD/NC/NCITB/2022 OF 4<sup>th</sup> March 2022 FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI − NWA ROAD, NWA SUBDIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION

FINANCING: MINTP PUBLIC INVESTMENT BUDGET (PIB) - 2022

EXPENDITURE AUTHORIZATION N° 56 36 126 01 641652 523412 861

VOTE OF CHARGE N°

IX05160

2022 FISCAL YEAR

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#### REPUBLIC OF CAMEROON

PEACE - WORK - FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

**NWA SUBDIVISION** 

**NWA COUNCIL** 

INTERNAL TENDERS BOARD

# **TENDER NOTICE**

OPEN NATIONAL INVITATION TO TENDER

NO 05/ONIT/MINDDEVEL/NWR/DMD/NC/NCITB/2022 OF 4<sup>th</sup> March 2022 FOR THE ONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, NWA SUBDIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION

- 1) SUBJECT OF THE INVITATION TO TENDER: Within the framework of the execution of the 2022 state budget, the State of Cameroon represented by the Mayor of NWA Council hereby launches an open national invitation to tender for the CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI NWA ROAD, in NWA Subdivision, Donga-Mantung Division, North West Region.
- 2) NATURE OF SERVICE: Work to be done consists of:
  - > Preliminary workse
  - ➤ Earthworks
  - ➤ Drainage works
  - ➤ Structural works
  - > Equipment and signalisation
  - ➤ Divers works
- 3) EXECUTION DURATION: The maximum duration for the execution provided for by the Contracting Authority shall be four months (120 calendar days) with effect from date of notification of the Administrative Order to start works.
- 4) LOTS: The work is in one (1) lot as follows; CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI NWA ROAD, NWA Subdivision, Donga-Mantung Division, North West Region
  - 5) ESTIMATED COST: The estimated cost after preliminary studies is Twenty-Four million (27,000,000)fcfa

Subject	Amount for the Project	Vote of charge N°	Expenditure authorization N°
CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, NWA Subdivision, Donga-Mantung Division	27 000 000 FCFA	IX05160	56 36 126 01 641652 523412 861

- 6) PARTICIPATION AND ORIGIN: Participation in this invitation to tender is open to competent Cameroonian enterprises that are in compliance with the fiscal laws and who are not currently excluded from public procurement.
- 7) FINANCING: The said works shall be financed as per the programmed budget of the 2022 Public Investment Budget (PIB 2022) of the Republic of Cameroon under the Ministry of Public Works assinged to the Mayor of NWA Council.
- 8)-BID BONDS: Each bidder must include in his administrative documents, a bid bond issued by a first-rate banking establishment approved by the Ministry in charge of finance the list of which is found in document No.12 of the Tender File, in the amount of five hundred and forty thousand (540 000) francs CFA, and valid for thirty (30) days beyond the deadline of validity of bids.
- 9) CONSULTATION OF TENDER FILE: The Tender documents may be consulted immediately after publication of this invitation to tender from the Services of the Contracting Authority (Service in charge of the award of contracts of NWA Council), at the Divisional Delegation of Public Contracts DONGA-MANTUNG and the Regional Office of the Public Contracts Regulatory Agency (ARMP) for the North West during working hours.

Subject	Locality	Bid Bond	Tender fee
CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, NWA Subdivision, Donga-Mantung Division	RIVER MA BONG, NWA Subdivision	540 000 fcfa	54 000 fcfa

- 10) ACQUISITION OF TENDER FILE: The Tender file may be obtained from the Premises of the Contracting Authority (Service of Contracts award) of NWA Council as soon as this notice is published against payment of a non-refundable sum of Fifty four thousand (54 000)CFA francs, and payable at Minicipal Treasury of NWA.
- 11) SUBMISSION OF BIDS: Each bid written in English or French shall be signed by the bidder or by a duly authorized representative and presented in Seven (7) copies, that is one (01) original and six (06) copies labelled as such. These shall be submitted in one external envelope sealed, containing three (3) internal envelopes, that is, Envelope A: Administrative Documents, Envelope B: Technical documents and Envelope C: Financial documents. The sealed external envelope shall bear no information about the company and shall reach the Service of contracts award of NWA Council not later than the 4th April 2022at 10am local time and note should be taken that in case of any ambiguities or differences during opening, only the original shall be considered authentic. The sealed pack shall bear the following inscriptions:

#### **OPEN NATIONAL INVITATION TO TENDER**

# NO 04/ONIT/MINDDEVEL/NWR/DMD/NC/NCITB/2022 OF 5th March2022 FOR CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, NWA SUBDIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION (To be opened only during the bids opening session)

- 12) ADMISSIBILITY OF BIDS: At the risk of being rejected, only originals or certified true copies by the issuing service or administrative authorities (Senior Divisional Officer, Divisional Officers) must imperatively be produced in accordance with the Special Regulations of this Invitation to Tender. They must not be more than three (3) months old as at the date of submission of bids or must not be established before the signature of the tender notice. Any bid not in compliance with the prescriptions of the Tender File shall be declared inadmissible. This refers especially to the absence of a bid bond issued by a first-rate bank approved by the Minister in charge of Finance.
- 13) OPENING OF BIDS: The bids shall be opened in a single phase, in the conference hall of NWA COUNCIL, on 4th April 2022at 11:00am. Only bidders or their authorized representatives, having a perfect knowledge of the file may attend the bids opening session. Any bid which shall not comply with the requirements of the Tender File shall be rejected.
- 14) Evaluation criteria The evaluation of bids shall be carried out in three stages:
- 1st Stage : verification of the conformity of each administrative document ;
- 2nd Stage : Evaluation of technical bids ;
- 3rd Stage: Analyses of Financial bids. The criteria of evaluation shall be as follows:

# 14.1-Eliminatory criteria

- Absence of a document in the administrative file and not provided within 48 hours upon request;
- Bids submitted after the deadline for submission;
- Deadline of execution more than the prescribed;
- False declaration or falsified documents;
- External envelope bearing identification marks of the Bidder;
- Absence of, or insufficient bid bond;
- Omission of a quantified task on the bill of quantities and cost estimates
- Enterprise with an abandoned or overdue contracts beyond contractual deadline.
- Failure to obtain at least 80% in the evaluation of the Technical proposal.
- 14.2. Main Qualification criteria: The criteria relating to the qualification of candidates could indicatively be on the following:
- Financial situation
- Experience
- Personnel
- Equipment.
- Methodology/organization of the site
- 15) Award: The evaluation will be done in a purely binary manner (yes) or (no). The contract shall be awarded to the bidder who would have obtained a minimum technical score of 80% in the essential criteria and 100% in the eliminatory criteria, taken in consideration and who would have proposed a bid with the reasonably lowest amount, in conformity with the regulations of the tender documents
- 16) DURATION OF TENDER VALIDITY: Bidders shall remain committed to their offers for a period of ninety (90) days from the last date of the submission of tenders, that is, the tenders shall be valid for 90 (ninety) days with effect from their submission deadline.
- 17) FURTHER INFORMATION: Additional (supplementary) technical information may be obtained during working hours from the service for the award of contracts at the NWA Council
- 18) AMENDMENT TO THE INVITATION TO TENDER: The Contracting Authority reserves the right, if need be, to subsequently amend this invitation to tender in comformity with the Public Contracts Code.

NWA, the 4th March 2022 THE MAYOR (Contracting Authority)

Copies:

- MINMAP
  - ARMP
- Authorizing Officer
- Chairperson of NCITB File/Chrono
- Notice Boards

# REPUBLIQUE DU CAMEROUN

PAIX - TRAVAIL - PATRIE

**REGION DU NORD- OUEST** 

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# REPUBLIC OF CAMEROON

PEACE - WORK - FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

NWA SUB-DIVISION

**NWA COUNCIL** 

INTERNAL TENDERS BOARD

# AVIS D'APPEL D'OFFRES

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

No. 05 /AONO/MINDDEVELP/NWR/DMD/NC/NCITB/2022 DU 4 Mars 2022, POUR LES TRAVAUX DE CONSTRUCTION D'UN PONT SUR LA RIVIERE MABONG SUR LA ROUTE SABONGARI – NWA, ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA-MANTUNG, REGION DU NORD-OUEST

- 1) OBJET DE L'APPEL D'OFFRES: Dans le cadre de l'exécution du Budget d'Investissement Public 2022, l'Etat de Cameroun représenté par, le Maire de NWA lanc un Appel d'Offres national ouvert pour les travaux de CONSTRUCTION D'UN PONT SUR LA RIVIERE MABONG SUR LA ROUTE SABONGARI NWA, ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA-MANTUNG, REGION DU NORD-OUEST
- 2) Consistance des travaux : Les travaux comprennent notamment :
  - Travaux préliminaires
  - Terrassements
  - Travaux de drainage
  - Travaux de Structure
  - Équipement et signalisation\
  - Divers
- 3) DELAI D'EXECUTION : Le délai prévu pour l'achèvement des travaux du présent appel d'offre est de Cent-vingt jours continus (04 mois) à partir du jour de la notification de l'ordre de service de demarrage des travaux.

Allotissement : Les travaux sont en un (01) lot ci-après définis : Construction d'un PONT SUR LA RIVIERE MABONG SUR LA ROUTE SABONGARI - NWA, Arrondissement de NWA, Departement du Donga-Mantung, Region du Nord-Ouest

Coût prévisionnel : Le coût prévisionnel de l'opération à l'issue des études préalables est de ;

Projet	Localité	coût prévisionnel	Achat DAO
N PONT SUR LA RIVIERE MABONG DNGARI - NWA, Arrondissement de		27 000 000 FCFA	54 000 fcfa

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.

FINANCEMENT: Les travaux, objet du présent appel d'offres sont financés par le Budget d'Investissement Public de la République du Cameroun, Budget du MINTP au titre de l'exercice 2022 assigné au Maire de NWA, sur la ligne d'imputation budgétaire.

Objet	coût prévisionnel	N° de l' Imputation	N° de l'authorization de dépense
CONSTRUCTION D'UN PONT SUR LA RIVIERE MABONG SUR LA ROUTE SABONGARI - NWA, Arrondissement de NWA	27 000 000 FCFA	IX05160	56 36 126 01 641652 523412 861

8).CAUTIONNEMENT PROVISOIRE: Chaque soumissionnaire doit pour chaque lot inclure dans ses documents administratifs, une garantie de soumission qui respecte le model prescrites dans le DAO établi par un établissement bancaire agrée par le Ministère en charge des Finances d'un montant égal à 540 000 fcfa (Cinq cent quarante mille) francs CFA. Les cautionnements provisoires seront libérés au plus tard trente (30) 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. Pour éviter les rejets, tous les documents doivent être les originaux ou des copies certifiées conformes issus des autorités administratives compétentes (Préfet, Sous

Préfet ou Services Emitteur) pour une durée n'excédant pas trois mois et présentes selon les règlements spéciaux de cet appel d'offre. Les copies certifiées qui seront certifiées pour la deuxième fois ou des copies falsifiées ne seront pas acceptées. Les chapitres seront séparés par format en couleur. Les offres qui ne seront pas en conformité avec les prescriptions de cet appel d'offre seront déclarés inadmissibles.

- 9) CONSULTATION DU DOSSIER D'APPEL D'OFFRES: Le dossier d'appel d'offres peut être consulté dès publication du présent avis d'appel d'offre aux services de l'Autorité Contractant (Service de passation des marchés de la marie de NWA), à la Delegation Departementale des Marchés Publics du Donga Mantung et au Bureau Regional de l'Agence de Regullaisation des Marches Publics (ARMP) Nord-Ouest pendant les heures ouvrables.
- 10) ACQUISITION DU DOSSIER D'APPEL D'OFFRES: Le dossier d'appel d'offres peut être obtenu dès publication du présent avis d'appel d'offres aux services de l'Autorité Contractant (Service de passation des marchés de la Marie de NWA) pendant les heures ouvrables contre versement d'une somme non remboursable de cinquante quatre mille (54 000) francs cfa, payable à la Recette des Municipal de NWA.
- 11) REMISE DES OFFRES: Chaque offre rédigée en français ou en anglais en Sept (07) exemplaires, c.-à-d. Un original et six copies marqués comme tels sera remise au Service de Passation des Marchés de la marie de NWA, au plus tard le 4 Avril 2022 à 10heures. Il doit être dans un paquet contenant trois enveloppes marquées A: pour le dossier Administratif, B: pour le dossier technique et C: pour le dossier financier. Ce paquet devra porter la mention:

# AVIS D'APPEL D'OFFRES NATIONAL OUVERT

No. 05 /AONO/MINDDEVELP/NWR/DMD/NC/NCITB/2022 DU 4 Mars 2022, POUR LES TRAVAUX DE CONSTRUCTION D'UN PONT SUR LA RIVIERE MABONG SUR LA ROUTE SABONGARI - NWA, ARRONDISSEMENT DE NWA, DEPARTEMENT DU DONGA-MANTUNG, REGION DU NORD-OUEST

«A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT»

- 12) RECEVABILITÉ DES OFFRES: Sous peine de rejet, les pièces du dossier administratif requises doivent être produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous-préfet,...), conformément aux stipulations du Règlement Particulier de l'Appel d'Offres. Elles doivent dater de moins de trois (03) mois précédant la date originale de dépôt des offres ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres. Toute offre incomplète conformément aux prescriptions du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment l'absence de la caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances.
- 13) Ouverture des plis: L'ouverture des plis se fera le 4 Avril 2022 à 11heures, heure locale en une phase par la Commission Communal Interne de Passation des Marchés de la Commune de NWA, (Salle de conference de la marie) en présence de chaque soumissionnaire qui le désire, ou son représentant dûment mandaté et ayant une parfaite connaissance des offres dont il a la charge. Une seule personne par offre remise, seule ou en groupement, sera admise. Les offres qui ne vont pas respecter les prescriptions du DAO seront rejetées. L'ouverture des plis sera faite en une phase.
- les dossiers administratifs et les offres techniques seront premièrement étudies par les membres de la Commission Communale Interne de Passation des Marchés. Les entreprises n'ayant pas obtenu au moins 80% des points de la notation sur des dossiers administratifs et techniques seront éliminées.
- 14) ÉVALUATION DES OFFRES: L'évaluation des offres se fera en trois(03) étapes :
  - > 1ère étape : Vérification de la conformité du dossier administratif de chaque soumissionnaire ;
  - 2ème étape : Evaluation des offres techniques ;
  - 3ème étape: Analyse des offres financières.

Les critères d'évaluation des offres sont les suivants:

# 14.1-Critères éliminatoires

- Absence ou non-conformité d'une pièce administrative ;
- Un dépôt après la date limite
- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois);
- Fausses déclarations ou pièces falsifiées;
- L'eneloppe avec les signes d'identification du soumissionnaire;
- Absence ou insuffisance de la caution provisoire de soumission;
- Omission d'un prix quantifié dans le devis
- Entreprise avec un chantier abandonee ou avec un chantier incomplet au dele de delai contractuelle.
- Non satisfaction d'au moins 80% des criteres d'exeperiences requis.

# 14.2 Critères essentiels

L'évaluation sera faite sur la base des critères techniques prédéfinis pour une note globale de 100 points. Ces critères ont été groupés par rubriques ainsi qu'il suit:

- Capacité financière ;
- Références de l'entreprise;
- Qualité du personnel postulé;
- · Moyens logistiques/equipment;

- Méthodologie/Organisation des travaux ;
- 15) Attribution : Cette évaluation sera binaire (OUI ou NON). Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, ayant satisfait à 100% des critères éliminatoires et au moins 80% des critères essentiels.
- 16) DUREE DE VALIDITE DES OFFRES: Les soumissionnaires restent tenus par leurs offres pendant quatre-vingt-dix (90) jours à partir de la date limite fixée pour la remise des offres.
- 17) Les Renseignements Comptémentaires : Les renseignements complémentaires d'ordre technique peuvent être obtenus aux heures ouvrables au Service de Passation des Marchés de de marie de NWA
- 18) Additif à l'appel D'offres: L'Autorité Contractante se réserve le droit, en cas de nécessité, d'apporter toute autre modification ultérieure utile au présent appel d'offres.

NWA, le.4 Mars 2022

Le Maire
(AUTHORITE CONTRACTANTE)

## Copies:

- MINMAP
- ARMP;
- Maître d'Ouvrage ou Maître d'Ouvrage délégué concerné;
- Présidents CPM ;
- Chrono
- Affichage.

# **DOCUMENT No 2:**

# General Regulations of the Invitation to Tender

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	/ VUOLO VV. I MICH DOUGH						

# A. General

# Article 1: Scope of the tender:

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

- 1.2 The bidder retained or the preferred bidder must complete the works within the time-limit indicated in the Special Regulations and which time-limit runs from the date of notification of the Administrative Order or that indicated in the said Administrative Order.
- 1.3 In this Tender File, the term "day" means a calendar day.

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

# Article 3: Fraud and corruption:

- 3.1 The Contracting Authority requires of bidders and contractors the strict respect of rules of professional ethics during the award and execution of public contracts. By virtue of this principle:
- a) The following definitions shall be admitted:
- a.1 Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
- a.2 Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
- a.3 "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
- a.4 "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.
- 3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production of non-genuine documents in the bid, without prejudice to criminal proceedings that may be brought against him

# Article 4: Candidates allowed to compete.

- 4.1 If the invitation to tender is restricted, consultation is addressed to all candidates retained after a pre-qualification procedure.
- 4.2 Generally, the invitation to tender is addressed to all entrepreneurs, subject to the following provisions:
- a. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must be from an eligible country, in accordance with the funding agreement.
- b. A bidder (including all members of a group of enterprises and all sub-contractors to the bidder) must not be in a situation of conflict of interest, subject to disqualification. A bidder shall be judged to be in a situation of conflict of interest if he:
- b.1 Is or was associated in the past with an enterprise (or a subsidiary of this enterprise) which provided consultancy services for the conception, preparation of specifications and other documents used within the scope of contracts awarded for this invitation to tender; or
- b.2 Presents more than one bid within the context of invitation to tender, except authorised variants according to article 17, where need be; meanwhile, this does not prevent the participation of sub-contractors in more than one bid.
- b.3 The Contracting Authority or Project Owner has financial interests in the capital in a way as to compromise the transparency of the procedures of award of public contracts.
- c. The bidder must not have been excluded from bidding for public contracts.
- d. A Cameroonian public enterprise may participate in the consultation if it can demonstrate that it is (i) legally and financially autonomous, (ii) managed according to commercial laws and (iii) not under the direct supervisory authority of the Contracting Authority or Project Owner.

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

- 5.1 Building materials, the contractor's materials, supplies, equipment and services forming the subject of this contract must originate from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender and all expenditure done within the context of the contract shall be limited to the said building materials, materials, supplies, equipment and services.
- 5.2 Within the meaning of this 5.1 above, the term "originate" shall designate the place where the goods are extracted, cultivated, produced, manufactured and from where the services originate.

#### Article 6: Qualification of bidder:

- 6.1 As an integral part of their bid, bidders must:
- 6.1.1 Submit a power of attorney making the signatory of the bid bound by the bid; and

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

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

- (i) The production of certified balance sheets and recent turnovers;
- (ii) Access to a line of credit or availability of other financial resources;
- (iii) Orders acquired and contracts awarded;
- (iv) Pending litigations; and
- (v) Availability of indispensable equipment.
- 6.2 Bids presented by two or more associated undertakings (joint-contracting) must satisfy the following conditions:
- a. The bid must include all the information listed in article 6(1) above. The Special Regulations must indicate the information to be furnished by the group and that to be furnished by each member of the group;
- b. The bid and the contract must be signed in a way that is binding on all members of the group;
- c. The nature of the group (joint or several) must be specified in the Special Regulations and justified with the production of a joint venture agreement in due form;
- d. The member of the group designated as the representative will represent all the undertakings vis à vis the Project Owner and Contracting Authority with regard to the execution of the Contract;
- e. In case of joint co-contracting, the co-contractors shall share the sums which are paid by the Project Owner into a single account. On the other hand, each undertaking is paid into its own account by the Project Owner where it is joint co-contracting.
- 6.3 Bidders must equally present sufficiently detailed proposals to demonstrate that they comply with the technical specifications and execution time-limits set in the Special Regulations of the invitation to tender.
- 6.4 Bidders requesting to benefit from the margin of preference must furnish all the necessary information to prove that they satisfy the eligibility criteria set in article 33 of the General Regulations of the invitation to tender.

## Article 7: Visit of works site:

- 7.1 The bidder is advised to visit and inspect the site and its environs and obtain by himself and under his own responsibility, all the information which may be necessary for the preparation of the bid and the execution of the works. The related cost of the visit of the site shall be borne by the bidder.
- 7.2 The Project Owner shall authorize the bidder and his employees or agents to enter the premises and the land for the said visit but only on the express condition that the bidder, his employees and agents free the Project Owner, his employees and agents of any responsibility that may ensue and indemnify them if necessary and that they shall remain responsible for any deadly or corporal accident, loss or material damages, costs and fees incurred from this visit.
- 7.3 The Project Owner may organize a visit of the site of the works during the preparatory meeting to establishing the bids mentioned in article 19 of the General Regulations of the invitation to tender.

# **B. TENDER FILE**

# Article 8: Content of Tender File:

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

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

Document No. 2. The tender notice;

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

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

Document No. 5. The Special Administrative Conditions;

Document No. 6. The Special Technical Conditions;

Document No. 7. The schedule of unit prices;

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

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

Document No. 10. Model documents of the contract:

- The execution schedule;
- Model of forms presenting the equipment, personnel and references;
- Model bidding letter;
- Model bid bond;
- Model final bond;
- Model of bond of start-off advance;

- Model of guarantee in replacement of the retention fund;
- Model contract;

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

- Model contract:

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

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

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

#### Article 9: Clarifications on the Tender File and complaints

- 9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (fax or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender and send a copy to the Project Owner. The Contracting Authority replies in writing to any request for clarification received at least fourteen (14) days prior to the deadline for the submission of bids. A copy of the Contracting Authority's response, indicating the question posed but not mentioning the author, is addressed to all bidders who bought the Tender File.
- 9.2 Between the publication of the tender notice including the pre-qualification phase of candidates and the opening of bids, any bidder who feels aggrieved in the public contracts award procedure may lodge a complaint to the Minister in charge of Public Contracts.
- 9.3 A copy of the complaint should be addressed to the Contracting Authority and to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.
- 9.4 The Contracting Authority has five (5) days to react. A copy of the reaction shall be forwarded to MINMAP and the body in charge of the regulation of public contracts.

# Article 10: Amendment of the Tender File

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

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

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

# C PREPARATION OF BIDS

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

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

## Article 13: Constituent documents of the bid

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

- a. Volume 1: Administrative file: It includes:
- a.1 All documents attesting that the bidder:
- Has subscribed to all declarations provided for by the laws and regulations in force;
- Paid all taxes, duties, contributions, fees or deductions of whatever nature;
- Is not winding up or bankrupt;
- Is not the subject of an exclusion order or forfeiture provided for by the law in force;
- a.2 The bid bond established in accordance with the provisions of article 17 of the General Regulations of the invitation to tender;
- a.3 The written confirmation empowering the signatory of the bid to commit the bidder, in accordance with the provisions of article 6(1) the General Regulations of invitation to tender.
- b. Volume 2: Technical bid

- b.1 Information on qualifications: The Special Regulations list the documents to be furnished by bidders to justify the qualification criteria mentioned in article 6(1) of the Special Regulations of the invitation to tender.
- b.2 **Methodology**: The Special Conditions of the invitation to tender specifies the constituent elements of the technical bid of the bidders especially: a methodological statement on an analysis of the works and specifying the organization 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 initialed copies of the administrative and technical documents relating to the contract, namely:
- The Special Administrative Conditions (SAC);
- The Special Technical Conditions (STC).
- b.4 Commentaries (optional): A commentary on the technical choices of the project and possible proposals.
- c. Volume 3: Financial bid: The Special Regulations specify the elements that will help in justifying the cost of the works, namely:
- The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
- The duly filled Unit Price Schedule:
- The duly filled detailed estimates;
- The sub-details of prices and/or breakdown of all-in prices;
- The projected schedule of payments, where need be.

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

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.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

# Article 15: Currency of bid and payment

- 15.1 In case of international invitations to tender, the currencies of the bid shall follow the provisions of either Option A or Option B below, the applicable option being that retained in the Special Regulations of the invitation to tender.
- 15.2 Option A: The amount of the bid shall be entirely made in the national currency.
- The amount of the bid, unit prices of the price schedule and the prices of the bill of quantities and estimates are completely made in CFA francs in the following manner:
- a. Prices shall be entirely drawn in the national currency. The bidder who intends to commit expenditures in other currencies for the execution of the works shall indicate in the annex to the bid the percentage(s) of the amount of the bid necessary to cover the needs in foreign currencies, without exceeding the maximum of the three currencies of member countries of the funding institution of the contract.
- b. The exchange rates used by the bidder to convert his bid into the national currency shall be specified by the bidder in an annex to the bid in compliance with the specifications of the Special Regulations. These rates shall be applied for any payment within the framework of the contract so that the retained bidder does not bear any change in the exchange rate.
- 15.3 **Option B**: The amount of the bid shall be directly made in the national and foreign currency at the rates fixed in the Special Regulations.

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

- a. The prices of inputs necessary for the works which the bidder intends to procure in the Contracting Authority's country shall be in currency of the Contracting Authority's country specified in the Special Regulations and called "national currency";
- a. The prices of inputs necessary for works which bidder intends to procure out of the Contracting Authority's country shall be in the currency of the country of origin of the bidder or of the currency of an eligible member country widely used in international trade.
- 15.4 The Contracting Authority may request the bidders to explain the needs in national and foreign currencies and to justify that the amounts included in the unit and total prices and indicated in annex to the bids are reasonable; to this end, a detailed statement of their needs in foreign currencies shall be furnished by the bidder.

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

# Article 16: Validity of bids:

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

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

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

#### Article 17: Bid bond

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

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

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

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

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

17.6 The bid bond may be seized:

- (a) if the bidder withdraws his bid during the period of validity;
- (b) if the retained bidder:
- b.1 Fails in his obligation to register the contract in application of article 38 of the General Regulations;
- b.2 Fails in his obligation to furnish the required final bond in application of article 38 of the General Regulations;
- b.3 Refuses to receive notification of the Administrative Order to commence execution.

#### Article 18: Varying proposals of bidders

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

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

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

# Article 19: Preparatory meeting to the establishment of bids

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

- 19.2 The subject of the preparatory meeting shall be to furnish clarifications and answer any questions which may be raised at this stage.
- 19.3 As much as possible, the bidder is requested to submit any question in a way as to reach the Contracting Authority at least one week before the meeting The Contracting Authority may not reply to questions received too late. In this case, the questions and answers shall be transmitted according to the methods set in article 19(4) below.
- 19.4 The minutes of the meeting, including the text of the questions asked and the replies given, including questions prepared after the meeting, shall be forwarded immediately to everyone who bought the Tender File. Any modification of documents of the Tender File listed in article 8 of the General Regulations which may prove to be necessary at the end of the preparatory meeting shall be done by the Contracting Authority by publishing an addendum in accordance with the provisions of article 10 of the General Regulations and not through the minutes of the preparatory meeting.

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

Article 20: Form and signature of bid

- 20.1 The bidder shall prepare an original of the constituent documents described in article 13 of the General Regulations in a volume clearly indicated "ORIGINAL". In addition, the bidder shall submit the number required in the General Regulations, bearing "COPY". In case of discrepancy, the original shall be considered as authentic.
- 20.2 The original and copies of the bid must be typed or written in indelible ink (photocopies shall be accepted in the case of copies) and shall be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be. All the pages of the bid containing alterations or changes must be initialed by the signatory (ies) of the bid.
- 20.3 The bid shall be bear no modification, suppression or alteration unless such corrections are initialled by the signatory (i.e.) of the bid.

#### D. SUBMISSION OF BIDS

Article 21: Sealing and marking of bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes (internal envelopes) by marking on these envelopes "ORIGINAL" and "COPY", as the case may be. The envelopes shall then be placed in another envelope which will equally be sealed but which will not give any indication regarding the identity of the bidder.
- 21.2 The external and internal envelopes:
- a) Should be addressed to the Contracting Authority at the address indicated in the Special Regulations;
- b) should bear the name and identification number of the project as indicated in the Special Regulations and bear the inscription "TO BE OPENED ONLY DURING THE BID-OPENING SESSION" as specified in the Special Regulations.
- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed bid if it is late in accordance with article 23 and 24 of the General Regulations.
- 21.4 If the external envelope is not sealed and marked as indicated in paragraphs 21(1) and 21(2) above, the Contracting Authority shall not be responsible if the bid is misplaced or opened prematurely.

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

- 22.1 The bids must be received by the Contracting Authority at the address specified in article 21(2) of the Special Regulations not later than the date and time stated in the Special Regulations.
- 22.2 The Contracting Authority may, at his discretion, postpone the deadline set for the submission of the bids by publishing an addendum in accordance with the provisions of article 10 of the General Regulations. In this case, all the rights and obligations of the Contracting Authority and bidders previously governed by the initial date will henceforth be governed by the new date.
- Article 23: Late bids: Any bid received by the Contracting Authority beyond the deadline for the submission of bids in accordance with article 22 of the General Regulations shall be declared late and consequently rejected.

Article 24: Modification, substitution and withdrawal of bids

- 24.1 A bidder may modify or withdraw his bid after submitting it, on condition that the written notification of the modification or withdrawal is received by the Contracting Authority prior to the end of the time-limit prescribed for the submission of the bids. The said notification must be signed by an authorized representative in application of article 20(2) of the General Regulations. The modification or the corresponding replacement bid must be attached to the written notification. As the case may be, the envelopes must bear the inscription "WITHDRAWAL", and "REPLACEMENT BID" or "MODIFICATION".
- 24.2 Notification of modification, replacement or withdrawal of the bid by the bidder should be prepared, sealed, marked and forwarded in accordance with the provisions of article 21 of the General Regulations. Withdrawal may equally be notified by telex but should in this case be confirmed by a duly signed written notification whose date, post mark being authentic, shall not be posterior to the time-limit set for the submission of bids.
- 24.3 In application of article 24(1), bids being requested to be withdrawn by bidders shall be returned to them unopened.
- 24.4 No bid may be withdrawn during the interval between the submission of bids and the expiry of the validity of bids specified by the model tender. The withdrawal of a bid by a bidder during this interval may lead to the confiscation of the bid bond in accordance with the provisions of article 17(6) of the General Regulations.

#### E. OPENING AND EVALUATION OF BIDS

Article 25: Opening of the bids and petitions

- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "withdrawal" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the

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

- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [in case of opening of financial bids] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialed copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copy to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

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

# Article 26: Confidential nature of the procedure

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.
- 26.3 Notwithstanding the provisions of paragraph 26.2 above, between the opening of bids and the award of the contract, if a bidder wishes to enter into contact with the Contracting Authority for reasons having to with his bid, he may do so in writing.

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

- 27.1 To ease the examination, evaluation and comparison of bids, the Tenders Board may, if it so desires, request any bidder to give clarifications on his bid. This request for clarification and the response thereto are formulated in writing but no change on the amount or content of the bid is sought, offered or authorised, except it is necessary to confirm the correction of calculation errors discovered by the Evaluation Sub-committee during the evaluation in accordance with the provisions of article 30 of the General Regulations.
- 27.2 Subject to the provisions of paragraph 1 above, bidders shall not contact members of the Tenders Board and the Evaluation Sub-committee for questions related to their bids, between the opening of envelopes and the award of the contract.

#### Article 28: Determination of compliance of bids

- 28.1 The Evaluation sub-committee shall carry out a detailed examination of bids to determine if they are complete, if the required guarantees are furnished, if the documents were correctly signed and if generally the bids are in proper order.
- 28.2 The Evaluation sub-committee shall determine if the bid is essentially in compliance with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.
- 28.3 A bid that complies with the Tender File shall essentially be a bid that respects all the terms, conditions and specifications of the Tender File, without substantial divergence or reservation. A substantial divergence or reservation is that:
- Which substantially limits the scope, quality or realization of the works;
- which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
- Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File.
- 28.4 If a bid is essentially not in compliance, it shall be rejected by the competent Tenders Board and shall not subsequently be rendered in compliance.

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

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

#### Article 30: Correction of errors

- 30.1 The Evaluation sub-committee shall verify bids considered essentially in compliance with the Tender File to correct the possible calculation errors. The Evaluation sub-committee shall correct the errors in the following manner:
- a. Where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.
- b. If the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- c. Where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.
- 30.2 The amount featuring in the bid shall be corrected by the Evaluation sub-committee, in accordance with the error correction procedure above and with confirmation by the bidder, the said amount shall be deemed to commit him.
- 30.3 If the bidder who presented the bid evaluated as the lowest refuses the correction thus carried out, his bid shall be rejected and the bid bond may be seized.

# Article 31: Conversion into a single currency

- 31.1 To facilitate the evaluation and comparison of bids, the Evaluation sub-committee shall convert the prices of bids expressed in various currencies into those in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the selling rate fixed by the Bank of Central African States (BEAC) under the conditions defined by the Special Regulations.

#### Article 32: Evaluation and comparison of financial bids

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

calendar. In the case where the justifications presented by the bidder are not satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

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

#### F- AWARD OF THE CONTRACT

## Article 34: Award

- 34.1 The Contracting Authority shall award the contract to the bidder whose bid was judged essentially in compliance with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates
- 34.2 If, according to article 13(2) of the General Regulations, the invitation to tender comprises several lots, the lowest bid shall be determined by evaluating this contract with other lots to be awarded concurrently, by taking into account the rebates offered by the bidders in the case of more than one lot.
- 34.3 Any award of contract shall be made to the bidder fulfilling the technical and financial capacities required resulting from the evaluation criteria and presenting the bid evaluated as the lowest.
- Article 35: The right by the Contracting Authority to declare an invitation to tender unsuccessful or cancel a procedure: The Contracting Authority reserves the right to cancel a procedure of invitation to tender after the authorisation of the Minister Delegate at the Presidency in charge of Public Contracts where the bids have been opened or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.
- Article 36: Notification of award of the contract: Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the preferred bidder by telecopy confirmed by registered mail or by any other means that his bid was retained. This letter will indicate the amount the Project Owner will pay the contractor to execute the works and the execution time-limit.

Article 37: Publication of results of award and petitions

- 37.1 The Contracting Authority shall communicate to any bidder or administration concerned, upon request addressed to it within a maximum deadline of five (5) days after publication of the award results, the Independent Observer's report as well as the minutes of the award session of the related contract to which shall be attached the evaluation report of the bids.
- 37.2 The Contracting Authority is bound to communicate the reasons for the rejection of bids of the bidders concerned who so request.
- 37.3 After publication of the award results, bids that are not withdrawn within fifteen (15) days shall be destroyed, without any claims for compensation being entertained. Only the copy destined for the body in charge of regulation shall be kept.
- 37.4 In case of petition, it should be addressed to the Public Contracts Authority, with copies to the body in charge of the regulation of public contracts, the Contracting Authority and the chairperson of the Tenders Board concerned. It must take place within a maximum deadline of five (5) working days after the publication of the results.

# Article 38: Signing of the contract

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

# Article 39: Final Bond

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

# DOCUMENT No. 3: SPECIAL REGULATIONS OF THE INVITATION TO TENDER

The following provisions are specific to the works forming the subject of this *Invitation to Tender*, supplement or if necessary modify the provisions of the General Regulations of the *Invitation to Tender*. In case of difference, the following provisions shall prevail over the clauses of the General Regulations.

#### INTRODUCTION

#### ARTICLE 1: Definition of Works:

Ref. of the General regulations	General
	Definition of works: CONSTRUCTION OF A BRIDGE OVER RIVER MA BONG ON THE SABONGARI NWA ROAD, i NWA Subdivision, Donga-Mantung Division, North West Region
1.1	Name and address of the Contracting Authority: , The Mayor of NWA Contracting Authority  Reference of Invitation to tender: 05 /ONIT/MINDDEVEL/NWR/DMD/NC/NCITB/2022 of 4th March2022
1.2	Execution duration: One Hundred and twenty (120) days
2	Source of financing: Works which form the subject of this Invitation to Tender shall be financed through the 2022 Public Investment Budget of the Ministry of Public Works (MINTP), budget head No IX05160
3	Origin of building materials and supplies: The materials shall generally be from sources in Cameroon.

#### Article 4: CONSISTENCY OF THE BIDS: The bid shall include a file for:

Envelope A: Administrative Documents: It shall consist of the following documents, stapled and arranged in the following order.

- 1. An undertaking by the bidder (declaration to tender), stamped, dated and signed by the bidder or group representative in conformity with the model attached.
- 2. An attestation of non-bankruptcy not older that 03 months, issued by the chamber of commerce or court of competent jurisdiction of the place of residence of the bidder.
- 3. An attestation of Bank account in the name of the enterprise issued by a bank or any first-order credit institution approved by the Minster in charge of finance.
- 4. Bid security (bank guarantee) of Five hundred and forty thousand (540 000) Francs CFA from a bank accredited by MINEFI and recognised by COBAC (Bank caution).
- 5. Treasury Receipt showing the payment of the tender fee as stipulated in the Tender Notice.
- 6. An attestation of CNPS: current certificate from the National Social Insurance Fund (CNPS) certifying that the bidder has effectively paid his/her social contributions.
- Certificate of non exclusion attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts, not older that three (03) months issued by ARMP.
- 8. A certified copy of current Business Licence (2022 Patente) turnover up to the amount of the contract (TTC).
- 9. A certified copy of Tax payer's card.
- 10. A certified copy of Certificate of Incorporation.
- 11. Attestation of Site Visit signed by the contractor.
- 12. Group agreement as the case may be.
- 13. Power of Attoney as the case may be signed by a notary.
- 14. The Special Administrative Conditions (SAC/CCAP), initialled on each page and signed, dated and stamped on the last page
- 15. Plan and Attestation of localization, signed by the taxation authorities.

#### NR

Absence of the following documents shall result in out right rejection

- ✓ Receipt for the purchase of Tender File
- ✓ Bid bond
- All bids not containing all the documents listed above or not in conformity with the models shall be simply rejected.

N.B: All documents shall be originals as requested or certified true copies legalised by competent services or that which issued them and must not be more than three (03) months old. The documents shall be arranged in the order listed below and separated from each other by colour separators. Any document with double certification shall not be accepted.

# Envelope B: TECHNICAL PROPOSAL

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

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
B1	Equipment list	It shall:  Bulldozer D8  Wheel loader  Pick-up 4X4  2 Dump trucks  Rolling compactor  Water cistern  Pick-up 4X4  Concrete vibrator  Concrete mixer  Small tools	Attach certified copies of lease agreements, receipts, etc. These equipments and tools must be present at the site before and during each phase
B2	Personnel list	It shall contain:  Works Supervisor: Works Director (Civil engineer with at laest 05 years professional experience;  Foreman: at least a Senior Civil Engineering Technician with at least 5years' experience;  Chief mason – holder of at least BAC  Chief carpenter – holder of at least BAC	Attach for each person a CV signed and dated, as well as a certified copy of certificate. (all key personnel must present a commitment of availability duly signed and must present a certified copy of a valid National Identity Card bearing 03 signatures of the bearer)
В3	Organisation of works/ methodology	In conformity with article 7 below, it shall clearly show the organisation of the enterprise ( methodology of execution, work schedule, site installation, supply of materials, etc)	Date, signature and stamp of bidder at the end of document
B4	Sub-contracting	Information on the sub-contractor (equipment, personnel, references, etc)	Date and signature of sub- contractor.(only 30% of the contract may be sub-contracted)
B5	Attestation of Site Visit	Attestation of Visit to the Site where the works are to be carried out.  A Site Visit Report signed by the Contractor.( see attached format)	Dated and signed on honour by the contractor
B6	References of the enterprise.	List of similar jobs executed in the last three (03) years by the enterprise and or other civil engineering works realised. (see attached format)	Amount of works, copies of (1st and last pages) and minutes of Final Reception for all similar works executed before 2020 and minutes of Provisional Reception for 2020 projects.
B7	Financial capability	Attestation of pre-financing delivered by a banking institution recognised by MINFI/COBAC	Date and signature of bank Manager in charge.
B8	Technical specifications	Provided in Tender File.	Initialled on every page and Signed and stamped on the last page

# **ENVELOPE C: FINANCIAL PROPOSAL**

No	DOCUMENT	OPERATION REQUESTED	AUTHENTICATION
C1	The tender (Application letter)	Format to be completed and tender amount inserted.	Signature, date and stamp of bidder. A Fiscal stamp of 1000 FCFA.
C2	Unit Price Schedule	Format to be completed showing detail breakdown of prices.	Initials on each page, all pages stamped.
C3	Bill of Quantities and Cost Estimates	Format to be completed.	Initials on each page, dated, signature on the last page, all pages stamped.
C4	Sub detail of Unit Prices	Format to be completed showing the unit prices.	Initials on each page and signature on last page, all pages stamped with enterprise function stamp.

All these documents are to be arranged in the above order and separated with colour separators other than white.

Note: Plans supplied with Tender File should not be submitted.

Building materials, materials, supplies equipment and authorised services: The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.

# Article 5: Main qualification criteria of bidders:

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

General presentation of the Tender Files;

- References of the company in similar works;
- Quality of the personnel proposed;
- Attestation and report of Site Visit;
- Technical Organization of the works,
- Equipment put aside for this project,
- Special Technical Clauses initialed in all the pages and signed, stamped and dated on the last page;
- Special Administrative Clauses completed and initialed in all the pages and signed, stamped and dated on the last page;
- Safety measures on the site.
- Pre-financial capability

Any bid that shall not obtain (80%) in the evaluation of the above criteria shall simply be eliminated.

5.2 Bidders shall remain bound by their bids for a period of ninety (90) days from the date of submission of the bids

#### ARTICLE 6: OBLIGATIONS AND CONDITIONS TO TENDER

6.1 Any bid that does not respect any of the conditions for the tendering shall not be received.

The bidders shall submit seven (07) copies with one (01) original and six (06) copies (indicated on them as such) of his/her bids drafted in English or French at the Service for the award of Contracts NWA Council, against a receipt on or before the 2022 at 10:00a.m prompt. No bid shall be received after this time and date.

6.3 After submission, no bid shall be withdrawn, modified or corrected for any reason.

This condition shall apply before and after the submission date.

#### ARTICLE 7: THE BIDDING DOCUMENTS

7.1 The documents that make up this tender are as follows:

Document No: 1: Invitation to Tender.

Document No: 2: The General Tender Regulations

Document No: 3: The Special Tender Regulations

Document Nº: 4: The Special Administrative Conditions (SAC/CCAG)

Document Nº: 5: Special Technical Conditions (STC/CCTP)

Document No: 6: Form for Bill of Quantities and Cost Estimates (BQCE)

Document Nº: 7: Form for Unit Prices Schedule (UPS)

Document Nº: 8: Model Forms

- General information Form
- Submission Form
- Bank Guarantee Forms (Bid bond, Guarantee retentions)
- Form for Price Elaboration (Detailed Unit Price) (DUP)

Document No: 9: Execution plans.

# **ARTICLE 8: AMENDMENT OF BIDDING DOCUMENTS**

- At any time prior to the deadline for submission of bids, the Council Internal Tenders Board, may modify the bidding documents for any reasons, whether at its own initiative, at the request of the Contracting Authority or in response to a clarification requested by a prospective bidder.
- 8.2 All prospective bidders that have received the bidding documents shall be notified of all amendments in writing or shall be contacted by telephone to do so and all such modifications will be considered as an integral part of their bidding documents.
- In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Council Internal Tenders Board at its discretion, may extend the deadline for the submission of bids if there were any such amendments.

#### **ARTICLE 9: CALCULATION OF PRICES**

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

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

9.2 The unit price schedule must be completed. Any price lacking on this form shall be considered as follows:

The corresponding price on the bill of quantities and costs estimates;

• The highest corresponding price furnished by the bidder technically qualified, if it exist in the same lot,

The average of all the prices of bidders in the same lot if the bidder is the only qualified one.

9.3 The bidder shall express the prices in the UPS and BQCE in francs CFA excluding taxes before adding the taxes to the BQCE only.

The prices on the UPS in words shall have priority over those of the BQCE and DUP. They shall serve as the bases of calculation of the bidding amount.

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

# a. Signature of bids - Power of Attorney

- 10. a.1 All the signatures and initials needed for the tender and indicated in this article must be those of the bidder himself or his/her/her representative duly mandated.
- 10. a.2 If the bidder is a group of enterprises, each group member or representative must sign the bidding documents such that the result shall be a joint offer. The group shall choose a common representative who shall receive Service Orders and carry out all transactions in the name of the group.
- b. **Presentation of bids:** The bid shall be presented in seven (07) copies (one (01) original and six (06) copies) marked as such and put inside three (03) sealed internal envelopes.

All these documents are to be arranged in the above order and separated with colour separators. **Note**: Plans supplied with Tender File should not be submitted.

c. **Submission and opening of bids:** Envelopes A, B, and C are to be sealed and each envelope shall be marked "ADMINISTRATIVE DOCUMENTS, TECHNICAL FILE or FINANCIAL FILE" as the case may be. The three envelopes shall be placed in a fourth envelope, sealed and shall carry the following inscriptions:

#### **OPEN NATIONAL INVITATION TO TENDER**

NO 05/ONIT/MINDDEVEL/NWR/DMD/NC/NCITB/2022 OF 4th March2022 FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, NWA SUBDIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION (TO BE OPENED ONLY DURING THE BIDS OPENING SESSION)

All bids shall be deposited at the Service of Contracts award of the NWA Council, against a receipt according to the schedule in the Tender Notice. In the case where the envelope shall not be sealed or without the inscription on it, the administration shall decline all responsibility for misdirection or premature opening. Any bid opened prematurely shall be rejected and returned to the bidder. The bids shall be submitted in a sealed external envelop latest the 4th April 2022at 10:00am, with acknowledgement of delivery at the following address:

# MINISTRY OF DECENTRALISATION AND LOCAL DEVELOPMENT NWA COUNCIL SERVICE OF THE AWARD OF PUBLIC CONTRACTS

No bids shall be accepted, beyond the above stated date and time,

- ARTICLE 11: TECHNICAL PROPOSALS: Proposals for different variants can be accepted from the bidder but the bidder has the obligation of costing the variant in the tender file.
- ARTICLE 11: BID BOND: The bidder shall furnish a bid bond (provisional caution) of Five hundred and forty thousand (540 000)F CFAfrom a banking institution of the first order accredited by the Ministry in charge of Finance according to the criteria of COBAC.
- ARTICLE 11: TENDER: Each bidder shall tender following the conditions laid down in this Tender File.
- ARTICLE 12: CURRENCY: The unit prices shall be calculated in Francs CFA, and furnished in figures and words without taxes, while the total amount shall be calculated without taxes and then with taxes according to the BQCE. The currency that shall be used for payment shall be the FCFA.
- ARTICLE 13: PAYMENT MODALITIES: The contractor shall be paid upon presentation of monthly instalments "Décomptes" established from attachments signed by Project Manager and visa by the Contracting Authority showing the work progress, presented by the Contract Engineer and countersigned by the Contract Manager (Authorising Officer) and the Contractor.
- ARTICLE 14: IMPORTATION OF MATERIALS: The taxes and duties on the importation of materials for execution of works shall be in conformity with the legislation of the Republic of Cameroon.
- ARTICLE 15: VERIFICATION OF BIDS: The administration has a period of one (01) month to examine the bids and make its choice. It shall eventually rectify, as indicated in article 5.3, the bidding amount without any objection from the bidder.
- 15.1 At the request of the Tender Board, the bidder shall furnish in writing, within seven (07) calendar days, any information necessary for the examination of his/her bid or concerning errors and omissions noted.
- 15.2 The Tender Board reserves the right to convoke the bidder at his/her expense for complementary explanations. Any errors discovered by the Tender Board shall be rectified as follows:

- 15.2.1 Where there exist a difference between the amount in figures and the amount in letters, the amount in letters shall be taken as correct;
- 15.2.2 Where there exist a difference between a unit price and the amount obtained by the product of unit price and the quantity, the unit price shall be taken, except the Tender Board estimates that it is an error of decimal point, in which case the amount is taken and the unit price corrected.
- 15.2.3 The sub-committee for the evaluation of bids, whose president shall be designated by the Contracting Authority, shall be constituted during the bid opening session

ARTICLE 16: VALIDITY OF BIDS: The bidder shall be bound by his/her bid for a period of ninety (90) days from the day of submission of bids. If at the end of thisperiod the jobbing Order is not notified to the bidder, he can withdraw his/her bid or accept the extension of duration on the written request of the administration.

ARTICLE 17: OPENING/EVALUATION OF BIDS AND CHOICE OF CONTRACTOR: The opening of bids shall take place on the date and place prescribed in the Tender File. Envelopes received from prospective bidders shall be opened at once and evaluated in two stages.

# 1) OPENING OF ENVELOPES (A) (B) and (C) (FIRST STAGE)

# OPENING/EXAMINATION OF ENVELOPE (A):

(Administrative documents) shall be opened and the conformity of the documents shall be verified. The administrative documents must be complete, valid and authentic. The bid bond must conform to the format submitted. Only bids with documents that meet these requirements shall have their other envelopes evaluated.

# OPENING/EXAMINATION OF ENVELOPE (B)

(Technical Offer) shall be opened to determine whether the file is complete with the authenticity of documents checked and whether the documents are legalised by the competent services concerned and placed in the recommended order.

# OPENING/EXAMINATION OF ENVELOPE (C)

(Financial Offer) shall be opened but evaluated only for bids that have sailed through the first two steps.

Bid amounts shall be read aloud as inscribed in the Financial proposal of the bidder.

NB: Copies of the Financial proposal shall along side the Administrative and Technical bids, be handed to a Sub-Technical committee for verification and evaluation of the Technical and Financial Proposal.

The bidder shall do everything to facilitate the job of the Sub-Technical Committee for Analysis by using Coloured separators, Title pages and summaries where necessary and presentation of documents according to the order given in the Tender File.

- Bulldozer D8
- 2 Dump trucks
- Pick-up 4X4

17.1 EVALUATION OF TECHNICAL PROPOSAL

EVALUATION OF TECHNICAL PROPOSAL			
NWA COUNCIL INTERNAL TENDERS BOARD			
TECHNICAL ANALYSIS SUB COMMISION			
ISTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAI	D, , IN NW	A SUBDIN	/ISION,
DONGA-MANTUNG DIVISION, NORTH WEST REGION			
Eliminatory Criteria (See evaluation of administrative files)			
Designation	E	BIDDERS	
The second secon	Α	В	C
	EVALUA.	TION (Ye	s or No)
	14	14	14
	EVALUA'	TION (Ye	s or No)
References of the company in civil construction or similar works for the past Five years			
At least 02 copies of similar contracts equal to or above the cost of the project (1st and last page).			
	NWA COUNCIL INTERNAL TENDERS BOARD TECHNICAL ANALYSIS SUB COMMISION  INSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAL DONGA-MANTUNG DIVISION, NORTH WEST REGION  Eliminatory Criteria (See evaluation of administrative files)  Designation  a. General presentation of bids  Presence of all documents Properly bound Separators in colour apart from white Order prescribed respected  TOTAL a  b. The company references  References of the company in civil construction or similar works for the past Five years  At least 02 copies of similar contracts equal to or above the cost of the project (1st and	NWA COUNCIL INTERNAL TENDERS BOARD  TECHNICAL ANALYSIS SUB COMMISION  ISTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, , IN NWA DONGA-MANTUNG DIVISION, NORTH WEST REGION  Eliminatory Criteria (See evaluation of administrative files)  Designation  a. General presentation of bids  Presence of all documents  Properly bound  Separators in colour apart from white  Order prescribed respected  TOTAL a /4  b. The company references  References of the company in civil construction or similar works for the past Five years  At least 02 copies of similar contracts equal to or above the cost of the project (1st and	NWA COUNCIL INTERNAL TENDERS BOARD TECHNICAL ANALYSIS SUB COMMISION ISTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, , IN NWA SUBDIN DONGA-MANTUNG DIVISION, NORTH WEST REGION    Eliminatory Criteria (See evaluation of administrative files)   Designation   BIDDERS

	annual projects accepted)			
b3	Proof of having carried out works of similar nature	10	10	10
	TOTAL b	/3	/3 TION (Yes	/3
C1	c. Equipment Proof of ownership or hire of a Bulldozer D8	EVALUA	TION (TES	3 OF NO
C2	Proof of ownership or hire of a Wheel loader			
C3	Proof of ownership or hire of a Wheel loader			
C4	Proof of ownership or hire of a Roaming compactor			
C5	Proof of ownership or hire of a Water cistern			
C6	Proof of ownership or hire of a liason vehicle (Pick up 4 x 4 or van) (Hired or owned)			1110
C7	Proof of ownership or hire of at least two (02) truck of 20 tonnes capacity			
C8	Proof of ownership or hire of a manual compactor in good condition			
C9	Proof of ownership or hire of a Concrete mixer			
C10	Proof of ownership or hire of a Concrete vibrator			
C11	Proof of ownership of small tools			
	TOTA 2	/11	/11	/11
	d. Personnel of the Enterprise	EVALUA'	TION (Yes	or No
	Works Engineer: Civil engineer with at laest 05 years professional experience			
D1	Certified copy of valid National Identity Card			
D2	Diploma of Works Engineer certified			
D3	CV signed and dated by the Works Engineer			
D4	Attestation of availability dully signed by bearer and dated			
	Site foreman: Senior Civil Engineering Technician with at least 05yrs of			
	experience			
D5	Certified copy of valid National Identity Card			
D6	Certified copy of certificate of Foreman			
D7	CV signed and dated by Site Foreman			
D8	Attestation of availability dully signed by bearer and dated			
	Chief builder: BAC F4, at least 5yrs of experience			
D9	Certified copy of valid National Identity Card			
D10	Certified copy of diploma			
D11	Cv signed and dated			
D12	Attestation of availability dully signed by bearer and dated			
D40	Chief carpenter: Atleast BAC in wood work/joinery at least 5yrs of experience			
D13	Certified copy of valid National Identity Card			
D14	Certified copy of diploma  Cv signed and dated			
D15	Attestation of availability dully signed by bearer and dated			
טוט	TOTAL d	/18	/18	/18
	e) Technical Proposals		TION (Yes	
e1	Attestation of Site Visit	EVALUA	TION (Tes	OF NO
e2	Site Visit report with pictures duely signed by presenter			
e3	Detailed technical note and proposals			
00	TOTAL e	/3	/3	/3
	f) The methodology of intervention and execution of work		TION (Yes	
f1	Site organisation in teams or options			
f2	Description of the socio - environmental measures for site protection			
f3	Dispositions previewed for the securisation of personnel and other ussers			
f4	Use of local manpower			
f5	CCTP dully initialled and dated on each page and signed on the last page			
	TOTAL f	15	/5	15
	g. Planning of execution of works	EVALUA'	TION (Yes	or No
g1	Coherent planning with respect to tasks			
g2	Manpower deployment plan			
g3	Material deployment plan			
g4	Organisational chat of the enterprise			
	TOTAL g	14	14	14
	I. Pre-financing	EVALUA'	TION (Yes	or No
	Attestation of credibility shall be at least 55% of the bid price			
e1				
e1	TOTAL	12	/2	12
		/50	/50	50

IV	FINANCIAL ANALYSIS		EVALUATION			
	FINANCIAL ANALYSIS	A	В	C		
1	Unit Price Schedule	- 1 -021-01-0				
2	Bill of Quantities and Cost Estimate	1 7 7 7 7				
3	Sub Detail of Unit Prices					
4	Bidder's Financial Proposal	51 50 1111				
N	B) The non existence or Laxity noticed at the study of prices and Arithmetic error Technical Sub Committee with respect to the invitation to T	ender	rrected by	y the		
	FINAL RESOLUTION OF THE EVALUATION COMMISSION (use the co	prected offer)				

# 17.2: Evaluation of Financial Proposal:

Careful study shall be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount. The prices on the UPS shall have priority over those of the BQCE and DUP. They shall serve as the bases of calculation of the bidding amount.

The eventual calculation errors shall be corrected by the Sub Committee for Analysis and the amount altered if necessary without any complaints from the bidder. Any laxity noticed at the study of prices shall lead to the disqualification of the bid.

# 17.3: CHOICE OF CONTRACTOR (CRITERIA OF AWARDING CONTRACT):

According to article 33(1) (a) of the Public Contract Code, the contract shall be awarded to the meritorious and lowest bidder. Careful study must be carried out on the details of prices, unit prices, the bill of quantities and cost estimates presented to make sure the bidder did study the prices and has not made an arithmetic error to arrive at his/her final contract amount.

ARTICLE 18: PROCEDURE OF AWARD OF CONTRACT: The results from this tender shall be prepared, awarded and executed according to the rules and procedures defined by the legislation in force for Public Contracts.

- 18.1 The winner shall be notified through his/her official address or public media. He shall in five (05) days fulfil the formalities related to the awards, especially to submit seven (07) copies of the proposed contract that he/she has completed and signed, to the office of the Contracting Authority for final signature.
- 18.2 In the case where the enterprise does not fulfil these conditions, his/her choice shall simply be annulled without further notice and the next contender shall be called in for replacement.

Once the Contracting Authority has signed the contract, the contractor shall be notified with immediate effect. He has three (03) days to contact the Authorising Officer for the beginning of execution of works following notification of the Service Order to start work by the Project Manager. Failure to respect the dead line shall call for withdrawal and eventual cancellation of contract.

18.3 The present contract can be cancelled outright in the cases provided for by Article 182 Decree №:2018/366 of 20<sup>th</sup> June 2018 instituting the Public Contracts Code.

# **DOCUMENT No. 4:**

# SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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- Article 47 Termination of the contract (article 74 of GAC)
- Article 48 Force majeure (article 75 of GAC)
- Article 49 Differences and disputes (article 79 of GAC)
- Article 50 Drafting and dissemination of this contract
- Article 51 -Entry into force of the contract
- Article 52 -Information to be posted

#### Chapter I: General

Article 1: Subject of contract: The purpose of this contract is FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, NWA SUBDIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION

Article 2: Contract award procedure: This contract is awarded through an Open National Invitation to Tender

#### Article 3: Definitions and duties

#### 3.1 General definitions

- The Contracting Authority: shall be the Mayor of NWA: He awards the contract, ensures the preservation of originals of said contract documents and the transmission of copies to the Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer: shall be the Divisional Delegate of Public Works for Donga-Mantung, herein referred to as the Engineer.
- The Authorizing Officer: is the Mayor of NWA. He/she represents the beneficiary administration of the works.
- The Contract Manager: shall be Secretary General of Nwa Council, He ensures respect of the administrative, technical and financial conditions and contractual deadlines.
- The Project Manager shall be The Council Development Officer for NWA Council: He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages. He shall sign the task sheet of executed works.
- 3.2 Security: This contract may be used as a security subject to any form of transfer of the debt. In this case:
- The authority in charge of ordering payment shall be the Mayor of NWA
- The authority in charge of the clearance of expenditures shall be the Divisional Controller of Finance.
- The body or official in charge of payment shall be the Municipal Treasurer NWA Council.
- The official competent to furnish information within the context of execution of this contract shall be the Divisional Delegate of Public Contracts.

- 1.4 The language to be used shall be English or French.
- 1.5 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract. If the laws and regulations in force at the date of signature of this contract are amended after the signature of the contract, the possible direct resulting costs shall be taken into account without gain or loss for either party.

Article 5: Constituent documents of the contract: The 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 General 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:
- 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: General instruments in force: This contract shall be governed by the following general instruments.

- 1. Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
- 2. The Mining Code;
- 3. Instruments governing the various professional bodies;
- Decree No. 2001/048 of 23 February 2001 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
- Decree No. 2003/651/PM of 16 April 2003 to lay down the procedure for implementing the tax and customs system applicable to public contracts;
- 6. Decree No. 2018/336 of 20th June 2018 to institute the Public Contracts Code;
- Decree No. 2012/074 of 8 March 2012 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2013/271 of 5 August 2013;
- 8. Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- 9. Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- 10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- Circular No 00000456/C/MINFI OF 30 DEC 2021 on the Instructions relating to the Execution of the Finance Laws, the Monitoring and Control of the Execution of the Budgets of the State and Other Public Entities for the 2022 fiscal year.
- 12. Unified Technical Documents (DTU) for Donga-Mantunglding works;
- 13. Applicable standards:
- 14. Other instruments specific to the domain concerned with the contract.

#### **Article 7: Communication**

- 1.1 All communications within the framework of this contract shall be written and notifications sent to the following address:
- a) In the case where the contractor is the addressee: Sir/Madam *THE CONTRACTOR*Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to NWA Council;
- b) In the case where the Project Owner is the addressee: Sir **The Mayor of NWA** with a copy addressed to the Contracting Authority, Contract Manager, Contract Engineer, Project Manager and where need be, within the same deadline.
- c) In the case where the Contracting Authority is: Sir **The Mayor of NWA** with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The contractor shall address all written notifications or correspondences to the Contract Engineer with a copy to the Contracting Authority.

Article 8: Administrative Orders: The various Administrative Orders shall be established and notified as follows:

- **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 Project Manager and the Paying Body, where applicable.
- 1.2 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.

- 1) Cleaning of the site of the infrastructure
- 2) felling/pronning of trees
- 3) Construction of the bridge
- 4) Participation as labourers in the realization of the body work
- 5) Participation as labourers in the realization of finishing works
- 6) Forestation

# 7.1.5. BASES FOR CALCULATION

While carrying out the work, the legislative, administrative and technical texts in force in the Republic of Cameroon must be respected: Most particularly, the technical specifications (D.T.U,) and the recommendations of the C.S.T.B.

- Reinforced concrete: Technical rules of Design and Calculation of the Reinforced Concrete Works, within the limit states Rule BAEL 91 MOD 99.
- Climatic requests

Rules defining the effects of winds known as, rules NV 65.

Evaluation of permanent charges and of exploitation overloads

The evaluation of permanent charges and exploitation overloads will be given from:

- Standard NF P 06 004 for permanent charges and the exploitation costs due to the forces of gravity
- Standard NF P 06 001 for the running costs of the buildings

# 7.2. EXECUTION OF WORKS

# 7.2.1. COMPLEMENTARY STUDIES

Before the commencement of works, the contractor must carry out a complementary geotechnical study in the presence of the Contract Engineer and/or controller to determine the bearing capacity of the soil to receive the foundation of the bridge. The results of this geotechnical test shall be used to verify the actual calculations presented in this documents and if need be, modifications to the foundation of the bridge may be carried out.

# 7.2.2. EXECUTION DOCUMENTS.

The execution documeents mentioned here shall be submitted by the contractor at most 7 days after receiving the service order to start works and shall include:

- 1. The geotechnical studies of the soil;
- 2. The works execution program which shall comprise the detailed calculations and studies carried out by the contractor, the personnel and equipment which the contractor intends to use as well as the detailed plans of works to be executed.
- 3. The performance bon for the project.
- 4. An insurance policy for the project.

After the validation of the works execution plan by the control engineers of the project, he shall immediately deploy the different permanent and recruited Personnel for the Project to their different work posts. The following work description and control below will be strictly adhered to, to ensure that all civil Engineering norms are respected.

## 7.2.3. INSTALLATION OF THE WORKING SITE

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

- The construction or renting of a base where the equipment of the contractor shall be kept.
- The construction of a provisional fence round the base;
- · Provisional water connections, electricity and telephone
- The cleaning and the guarding of the project site
- Necessary measures for the respect of legal/lawful provisions relating to hygiene and safety on site. (Installation of a latrine, provision of drinkable water, provision of a first aid box equipped with products such as: aspirin, nivaquine, adhesive plaster, bétadine, bands, compress, alcohol...);
- Provisional access roads to the project site;
- A storeroom on site;
- A site office, where the site book, the building plans will be available permanently throughout all realization of works;

•	The Project Owner	Chairperson
•	The Project (Contract) Engineer	Secretary
•	The Divisional Delegate of MINEPAT/DM	Member
•	The Divisional Delegate MINMAP/DM	Member
•	The Contractor	Member

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

# **Article 04: PROTECTION OF STRUCTURES AND MATERIALS:**

The Contractor shall be responsible for the protection of the structures before final reception. He shall be equally responsible for all tools and materials present at the work site. He shall seek an insurance policy to cover theft and fire incidence.

# **Article 05: PRECAUTION AGAINST ACCIDENTS:**

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

# **Article 06: VERIFICATION OF DIMENSIONS:**

The Contractor shall verify all dimensions on the plans. For execution no dimension shall be measured with a scale rule from the plans. The Contractor shall check insitu the possibility of translating the dimensions on plans to the structure before work begins. He shall refer to the Project Engineer in case of any doubt. He shall not on his own modify anything on the structure and shall inform the Project Engineer of any changes that he considers necessary.

**NB:** All modifications accepted by the Contractor shall be accomplished in a specified duration and at his cost without modification of the Jobbing Order amount. The owner of the project shall have the right to the final choice in case of any modification.

# Article 07: QUALITY AND PREPARATION OF MATERIALS

# 7.1.2. PROCEDURE OF WORK

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

# 7.1.3. CONSISTENCE OF WORK

The complete project comprises the following lots:

Lot 100: PRELIMINARY WORKS

Lot 200: EARTH WORKS

Lot 300: DRAINAGE WORKS

Lot 400: EQUIPMENT

LOT 500: SOCIO - ENVIROMENTAL MITIGATION MEASURES

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

# **7.1.4. WORK IN HIMO**

The specificity of HIMO (high intensity of manual work) consists in fighting against poverty by the creation of temporary employment for local unqualified labour and the use of local materials in the building work. The recruitment of the unqualified personnel must be done through a convention of local labour between the contractor and the representative of the beneficiaries.

In the case of this project, one of its objectives is the use of HIMO which is the creation of temporary jobs in order to fight against poverty, the company should use only the unqualified local labour of the project area for the completion of the work quoted with the following subparagraph. The financial repercussions to the profit of the beneficiaries will have to be in theory from 5 to 15% of the value of the tender, of which a part is assigned to the female labour.

Within the framework of the completion of the work, object of this Invitation to tender, the following tasks must be carried out manually:

# DOCUMENT NO. 5: Special Technical Conditions (STC)

This technical description of estimates is intended to define the content of the works FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, NWA SUB DIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION

It specifies the quality of materials and the mode of execution in keeping with the rules and in compliance with the constituent documents of the Jobbing Order. Hence, this descriptive has as objective the definition of the consistence of works to be executed in accordance with the plans and according to technical norms for the execution of public projects.

# **Description of tasks**

The main tasks to be carried out shall be in the following order as per the bill of quantities and cost estimate

# Reference documents

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

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

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

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

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

Hence for:-

# **Article 01: STRUCTURE AND EXECUTION PLANS:**

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

# **Article 02: PRELIMINARY WORKS:**

These works concern the demolition of any existing structure on the site and the evacuation of the rubbish to the public discharge, the clearing and levelling of the site where necessary. To do these, the Contractor shall obtain all the documents necessary for the realization of the Jobbing Order from the competent services concerned. He shall also make contacts with the water, electricity and telephone network authorities in case their network shall be tampered with.

# Article 03: INSPECTION OF WORKSITE INSTALLATIONS:

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

Article 52 and last: INFORMATION TO BE POSTED: The Contractor shall put up a visible sign board (total height=2.80m, width=1.20m, board thickness=2.5cm at 1,20m above the ground level with poles embedded in concrete) at the entrance to the site on a place approved by the Contract Engineer, bearing the following text written on one side of the board.

## REPUBLIC OF CAMEROON

Peace - Work - Fatherland

FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, IN NWA SUB DIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION

CONTRACTING AUTHORITY: THE MAYOR OF NWA
AUTHORISING OFFICER: THE MAYOR OF NWA

FINANCING: 2022 PUBLIC INVESTMENT BUDGET (MINTP)

CONTRACT MANAGER: SECRETARY GENERAL OF NWA COUNCIL

CONTRACT ENGINEER: THE DIVISIONAL DELEGATE OF PUBLIC WORKS DONGA-MANTUNG

PROJECT MANAGER: CDO NWA COUNCIL

CONTRACTOR:

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

# Chapter IV: ACCEPTANCE OF WORKS

Article 43: Pre- Acceptance: Before the provisional acceptance of the works, the contractor shall make a written request to the Contract Engineer, who shall then organize a technical visit for pre-acceptance. This visit shall include the following operations.

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

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

- -A representative of the Contracting Authority...... (Member)
- A representative of the DD/MINMAP/DM....(Observer)
- -The Contractor or his Representative.......(Member)

During this pre-acceptance, the commission shall eventually specify the reserves to be up-lifted and the corresponding works to be effected before the provisional acceptance.

Article 44: Provisional Acceptance: The contractor shall request the Authorizing Officer in writing, to schedule and call for the provisional acceptance of the works. The report (minutes) of the Pre- Acceptance shall be attached to the said request. The Authorizing officer shall then fix the date of acceptance in collaboration with the contract Engineer and call for the task by a letter of invitation. The Acceptance Commission shall comprise the following;

-The Authorizing Officer	(Chairman)
-The Contract Engineer.	(Secretary)
The Contract Manager or his representative	(Member)
-The Divisional Delegate of MINMAP or his representative;	(Observer)
-The Contracting Authority or his representative	(Member)
-The Project manager	(Member)
-The Contractor or his Representative	(Member)

The commission shall examine the report of the Pre-acceptance and shall proceed to the Provisional Acceptance if satisfied with the works executed. An acceptance report (process - verbal) of the works shall be prepared by the Contract Engineer and signed by all the commission members on the site.

Article 45: Final acceptance: Final acceptance shall take place within a maximum deadline of fifteen (15) days from the date of expiry of the period of guarantee. The commission and procedure for final acceptance shall be the same as for Provisional Acceptance. But only the structures shall be considered for the final acceptance.

Article 46: Guarantee Period: The guarantee period shall last for one (01) year from the date of the provisional acceptance.

# Chapter V: SUNDRY PROVISIONS

# Article 47: Termination of the contract (article 74 of the GAC)

The contract may be terminated as provided for in Part V, Section II, Sub Section I Paragraph I and II of Decree No.:2018/366 of 20th June 2018 instituting the Public Contracts Code and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

- 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 48: 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 49: 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 iurisdiction.

Article 50: Production and dissemination of this contract: Eleven (11) copies of this contract shall be produced at the cost of the contractor and furnished to the Contract Manager.

Article 51: Entry into force of this 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 Contracting Authority.

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 Secondary 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 engineer 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 engineer 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 on site: 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. The services to inform in case of interruption of traffic or along the deviated itinerary are the Contracting Authority, Project Owner, contract Engineer

ARTICLE 37: Commencement of work: Before the commencement of work, the authorizing officer shall convene an enlarged site meeting with the following in attendance:

- ❖ The authorizing officer
   (Chairperson)

   ❖ Contract Engineer
   (Secretary)
- The Divisional Delegate of MINEPAT or his representative;......(Member)
- The contracting partener or duely authorized representative ......(Member)

The authorizing officer (Chairperson) shall schedule for this meeting and invite the members of the commission by a letter of invitation - not more than five (5) working days, from the date of receipt of the contract documents transmitted by the Contracting Authority to the Project owner. Beyond this deadline, the Contracting Authority shall establish the default of the Project Owner and shall take responsibility to carry out the said schedule and call for this site meeting.

During this meeting, the commission shall do the following;

- Install the project sign post;
- Fix the Building line, which shall be with respect to main raods, existing structures or natural features on the site;
- Verify the harmony between the building plans and quantities/cost estimates, and note with recommendations any discripancies;
- Present the site log-book to the contractor;
- Establish and sign an on-the-spot report (minutes).

Article 38: Settingout of the structures: The Contract engineer, upon receipt of the contract documents transmitted by the Contracting Authority shall, - within five (5) days verify the proper installation of the site by the contractor, verify the respect of the building line and all other Secondary points and levels of the project, and the accuracy of the settingout by the contractor.

Article 39: Sub-contracting: The part of the works that can be sub-contracted shall be 30 % of the initial amount of the contract and its additional clauses.

Article 40: Site laboratory and trials: The project engineer has a deadline of three days to approve the contractor's personnel and laboratory as soon as the request is made.

#### Article 41: Site logbook:

- **40.1** The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the contractor's representative each day.
- **40.2** It is a joint document in a single copy. Its pages must be numbered and initialled. No page should be removed. The erased or cancelled parts must be mentioned on the margin for validation.

NB: the Site logbook most be such that two carbon copies of each page are left behind.

Article 42: Use of explosives: The contractor shall not use any explosives without prior authorization.

- 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);
- Council dues and taxes:
- Dues and taxes relating to the extraction of buildings 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: Seven (7) original copies of the contract shall be stamped by and at the cost of the contractor, in accordance with the applicable regulations.

# Chapter III: Execution of works

Article 29: Nature of the works: The works shall include especially: (position or volume of works), See Special Technical Conditions.

# Article 30: Role and responsibilities of the Project Owner

- 30.1 The Project Owner shall be bound to furnish the contractor with information necessary for the execution of his mission and to guarantee, at the cost of the contractor, access to sites of projects.
- 30.2 The Project Owner shall ensure the contractor of protection against threats, insults, violence, assault and battery, slander or defamation of which he could be victim by reason of or during the exercise of his mission.

#### Article 31: Execution time-limit of the contract:

- 31.1 The time-limit for the execution of the works forming the subject of this contract shall be four (4) months one hundred and twenty (120) days.
- 31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works.
- Article 32: Role and responsibilities of the contractor: The detailed and general plan of progress of the works shall be communicated to the Project Manager in five (05) copies at the beginning of each.
- Article 33: Provision of documents and site: A reproducible copy of the plans featuring in the Tender File shall be submitted by the Contract Manager. The Project Owner shall make available the site and access ways to the contractor at the appropriate time as the works progress.
- Article 34: Insurance of structures and civil liabilities: The following insurance policies are required within the scope of this contract in the minimum amounts indicated hereafter within fifteen (15) days of the notification of the contract (to be adapted):
  - Liability insurance, business manager;
  - Comprehensive insurance of the site;
  - Insurance covering its ten-year obligation, where applicable.

#### Article 35: Documents to be furnished by the contractor:

# 35.1 Programme of works, Quality Assurance Plan and others.

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

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

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

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

The contractor has eight (8) days to present a new draft. The Project Engineer and the Contract Manager then have a deadline of five (5) days each 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

The Project Manager has a time-limit of seven (7) days to forward to the Contract Manager the detailed accounts he has approved. The Contract Engineer has a maximum time-limit of twenty-one (21) days to forward the detailed accounts he approved such that they are in his possession not later than the twelfth of the month. The Contract Manager has a deadline of fourteen (14) days maximum to sign the detailed accounts.

Payments shall be done by the Project owner within a maximum deadline of three (03) calendar days from the date of submission of the approved detailed accounts.

# 21.3 Detailed account of start-off account: Not applicable

Article 22: Interest on overdue payments: Possible interests on overdue payments are paid by statement of sums due in accordance with Article 182 Decree NO.:2018/366 of 20th June 2018 instituting the Public Contracts Code.

#### Article 23: Penalties:

#### A. Penalties for delay

- 23.1 The amount set for penalties for delays shall be set as follows:
- a) One two thousandth (1/2000<sup>th</sup>) of the initial contract amount all taxes inclusive per calendar day of delay from the first to the 30<sup>th</sup> day beyond the contractual time-limit;
- b) One thousandth (1/1000th) of the initial amount of the contract inclusive of all taxes per calendar day beyond the 30th day.
- 23.2 The cumulated amounts of penalties for delay shall be limited to ten percent (10 %) of the initial contract inclusive of all taxes.

#### B. Specific penalties

- 23.3 Independently of penalties for overrun of contractual time-limit, the contractor shall be liable for the following special penalties for the non observation of the provisions of the contract, especially:
- Late submission of final bond;
- Late submission of insurances:
- Late submission of the draft execution schedule if the lateness is caused by the contractor.

# Article 24: Payment in case of a group of enterprises:

- 1. In the case of a group of enterprises, indicate the method of payment of co- and sub-contractors, where need be.
- 2. Indicate the method of payment of sub-contractors, where need be.

#### Article 25: Final detailed account:

- 25.1 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

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: 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 AIR which is a deduction on company taxes;
- Registration dues in accordance with the Tax Code;

b.	For payments in foreign	currencies (amou	nt in figures	and letters exclusive of ta	exes) by credit to account No.	opened in the
nan	ne of the contractor in	bank.				

#### Article 14: Price variation:

- 14.1 Prices shall be firm.
- a. Payments on account made to the contractor as advances shall not be revisable.
- b. Revision shall be "frozen" upon expiry of the contractual time-limit, except in the case of price reductions.
- 14.2 Price updating modalities (not applicable)

Article 15: Price revision formulae: Not applicable

Article 16: Price updating formulae: Not applicable

# Article 17: Works under State supervision:

- 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 were 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 unforeseen.

Article 18: Evaluation of works: This contract is evaluated at unit prices

Article 19: Evaluation of supplies: No security shall be requested for payments on account on supplies.

#### Article 20: Advances:

- 20.1 The Contracting Authority may grant a start-off advance equal to 20 % of the amount of the contract.
- 20.2 This advance whose value cannot exceed twenty (20) percent of the initial amount inclusive of all taxes shall be guaranteed at one hundred (100) percent by a banking establishment governed by Cameroon law or a first-rate financial institution in accordance with the instruments in force and reimbursed by deduction of the payments on accounts to be paid to the contractor during the execution of the contract according to the modalities laid down in the Special Administrative Conditions.
- 20.3 The total amount of the advance must be reimbursed not later than when the value in Secondary price of the works reaches eighty (80) percent of the amount of the contract.
- 20.4 As the reimbursement advances, the Project Owner shall issue the release of the corresponding part of the guarantee upon the express request by the contractor.
- 20.5 The possibility of granting start-off advance or advance for supplies must be expressly stipulated in the Tender File.

#### Article 21: Payment for works:

- **21.1 Establishment of works executed:** Before the 30<sup>th</sup> 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.
- 21.2 Monthly detailed account: No later than the fifth (5th) of the month following the month of the services, the contractor shall hand over to the Project Manager two draft provisional monthly detailed accounts in seven copies (one detailed account exclusive of VAT and the other inclusive of taxes), according to the agreed model and establishing the total amount of the sums to which he may lay claim as a result of the execution of the contract since the start of the contract.

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

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

- [1-2.2 and/or (7.5 or 15%)] paid directly into the account of the contractor:
- 2.2 % or 5.5 % paid to the public treasury as AIR due by the contractor.
- 7.5% or 15% paid into the public treasury as TSR due by the contractor.

- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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:

- 9.1 This contract shall be in one phase only. At the end of the 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:

- 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 by himself replace the staff by a member of staff of equal competence (qualifications and experiences).
- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has 5 (five) days to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the contract as mentioned in article 45 below or the application of penalties: [to be specified where need be].

#### Chapter II: FINANCIAL CONDITIONS

# Article 11 Guarantees and bonds:

- 11.1 Final bond: The final bond shall be set at 2 % of the amount of the contract, inclusive of all taxes. It is constituted and transmitted to the Contract Manager within a maximum deadline of twenty (20) days of the notification of the contract. The bond shall be returned or the guarantee released within one month following the date of provisional acceptance of the works, following a release issued by the Contracting Authority upon request by the contractor.
- 11.2 Guarantee Retention: The retention fund shall be set at 10 % of the amount of the contract, inclusive of all taxes. The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor.
- 11.3 Guarantee of start-off advance: [Specify, if need be, the rates (20% maximum of the amount of the contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

Article 12: Amount	of the contract:	The amount of this co	ntract as indicated	by the attached bill of	of quantities and estimate	es is (in
figures)(in l	etters) CFA francs	Inclusive of All Taxes	; that is:			

_	Amount exclusive of VAT:	( ) CFA
-	Amount of VAT:	() CFA F.
-	Amount of TSR and/or	CFA F

Net to be paid= EVAT-TSR and/or AIR

Article 13: Place and method of paymen	The Project Owner shall	release the sums due in the following manner:
--	-------------------------	---

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

- An office or room of at least of 8 m<sup>2</sup> equipped with an office table and two chairs reserved for the Project superintendent;
- A meetings room for the building site which can receive at least 5 people equipped with a table, two benches of 1.5 m, a display board for plans and planning placed permanently.

Receptacles to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and waste to be deposited in a vat for recovery or a dump (pit). This pit must be located at least 100m from installations and in the event of presence of river with at least 150m. At the end of work, the pit is to be filled with ground up to the level of the original ground.

#### 7.2.4. THE PROJECT SITE SIGNBOARDS

Two very visible site signboards shall be displayed on positions indicated by the project manager. These building site signboards shall be according to the model provided in the annexes.

#### 7.2.5. ORGANISATION OF DIFFERENT WORK POST

The site installation will be done in order to ease our work and circulation in and out of the site. A site barrack will be constructed, in which will be packed some of the construction materials. The site installation will be done such that, the site functionality and coordination will be fluid. To better illustrate this, the site installation shall be established to serve as a guide at the site.

#### 7.2.5. MODE OF EXECUTION OF WORKS

#### Concrete Works.

The scope of concrete works shall include the following:

- Installation of concrete production units
- Procurement and delivery to site of cement, sand, aggregates and any other concrete production ingredients
- Setting up of temporal workshop and production of formwork elements
- Setting up of unit for iron bending
- · Fixing of rods and divers embedded items
- Erection of formwork
- Production of concrete (batching)
- Casting of concrete
- Execution of surface finishes on concrete

The prime quality objectives for the concrete works shall be to ensure that all design specifications are met, especially those relating to concrete strength and surface finishes.

To ensure that the specified physical characteristics of sand and aggregates are respected, all sand and aggregates to be used for concrete production shall be well selected.

The required concrete shall be produced on site. Concrete production on site will of course require stocking of sand, aggregates and cement on site. Within the space limitations on site, these concrete production ingredients shall be stockpiled on site in sufficient quantities to pre-empt any interruption of concrete works.

Once in place, the concrete shall be consolidated by means of simple vibration.

#### Formwork:

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

#### Reinforcement.

On the whole, reinforcement steel shall be cut and shaped using the simple conventional methods and tools encountered on ordinary construction sites.

#### SUB STRUCTURE

#### **EARTHWORKS**

• We shall carry out the excavation works mechanically using excavation machines. However, small excavations can also be done manually with the use of local labour strictly supervised by the site Engineer, and the site foremen and skilled technicians. The sides and bottom of excavations shall be well trimmed by skilled labour.

#### FOUNDATION FOOTING

- Lying of blinding or lean concrete of 5 cm batched at 200 kg/m3.
- Realization of the iron works, form work and concreting of footings for the abutements and wing walls batched at 350 kg/m3
- Realisation of reinforced concrete beams and bridge deck dosed at 400 kg/m3.

#### **ABUTMENTS**

- Building of stone masonry aabutments which shall be built with shaped stones and cement mortar dosed at 400kg/m3
- Casting of reinforced concrete pillars and beams for the abutments dosed at 400 kg/m3
- Provision of web holes

### **DECKING OF THE BRIDGE**

The bridge shall be decked with the following

- The bridge beams with IPE 550 beams interspaced with IPE 330 beams.
- Reinforced concrete deck dosed at 400 kg/m3
- · Provision of drainage holes to drain off water
- · Shaping of the bridge deck so the easy evacuation of water

#### **EQUIPMENT**

- Mixed handrails of reinforced concrete and 60mm metallic poles built according to the laid down norms and painted.
- Reinforced concrete deck dosed at 400 kg/m3
- Provision of drainage holes to drain off water
- Shaping of the bridge deck so the easy evacuation of water

#### 1.5. LABELLING

At the end of work and before provisional acceptance, a metal board as described below will be planted in a position approved by the controller at the Contractor's expense. The amount thereon is included in the specifications of the equipment of the micro.

#### 1.6. SUPPLY OF MATERIALS

The construction materials will be bought from qualified suppliers approved by the state and the control engineer and will be mainly from Bamenda and Bafoussam. The sand will be gotten from Them sand pit, while the rest of the materials will be bought from Bafoussam and Bamenda. All materials will be from jointly control and approved sites by the contracting parties before usage.

The quality of building materials shall be controlled and accepted by the two parties before stockpiled and eventual usage.

#### 1.7. HEALTH AND SAFETY AT WORK

A first aid team will handle injuries sustain by workers during work while critical cases will be taken to any nearby hospital. To avoid accidents on the project site, The Contractor shall ensure that all his workers and visitors on site are in position of helmets, safety boots and jackets. During weekly site meetings, safety topics will be introduced to all the workers on site. The Population and our workers will be sensitized against the aids pandemic, covid-19 and other sexually transmitted diseases. Prevention shall be the main objective.

#### 7.13. SITE SECURITY

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

# DOCUMENT No. 06 THE UNIT PRICE SCHEDULE

#### Article 01: GENERAL

In general, the contractor is supposed to be fully aware of all the expenses relating to works as well as all the conditions prevailing in the area and likely to influence the execution and cost of works. Therefore, he shall not present any complaint, except in the conditions provided for by the contract arising from this invitation to tender. Works done by the contractor shall be paid to him by applying prices of the Price list to the quantities actually carried out and assessed according to the conditions of the contract.

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

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

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

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

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

## Article 02: Definition and consistency of unit prices

UNIT PRICE SCHEDULE FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, NWA SUB DIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION

SN	DESCRIPTION	unit	UP IN FIGURES	UP IN WORDS
100	PRELIMINARIES WORKS			VI OILD
TM101	Site installation	ls		
TM102	Bringing in and folding up of equipment	ls		
200	EARTHWORKS		1	
TM203	Fill obtained from borrow pit	m3		
300	DRAINAGE WORKS			
TM306	Masonry side drains 130x65cm (gutters)	ml		
TM314	Hard core	m3		
400	STRUCTURAL WORKS			
TM407	Excavation	m3		
TM409a	Masonry abutment 4 <h≤5m< td=""><td>U</td><td></td><td></td></h≤5m<>	U		
TM415	Demolishing of existing structure	m3		
TM423a	Lean concrete at 150kg/m3	m3		
TM423e	Reinforced concrete at 350Kg/m3 for slab and beams	m3		
TM 441	Geotechnical studies	Ft		
500	EQUIPMENT & SIGNALISATION			
TM501c	Mixed hand rails	ml		
TM517a	Signalisation boards	No		
TM528a	Vertical signalisation (Wooden poles)	No		
600	DIVERS			
TM606a	Peinture anti-corrosive	m2		
TM606b	Peinture à huile	m2		

# **DOCUMENT N°07**

# THE BILL OF QUANTITIES AND COST ESTIMATE

BILL OF QUANTITIES /COST ESTIMATES FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MA BONG ON THE SABONGARI - NWA ROAD, NWA SUBDIVISION, DONGA MANTUNG DIVISION NORTH WEST REGION

		QTY	PRICE	AMOUNT
PRELIMINARY WORKS				
Site installation	ls	1		
Bringing in and folding up of equipment	ls	1		
	tal 100			Title 1
EARTHWORKS				
Fill obtained from borrow pit	m <sup>3</sup>	181		
Sub tot	tal 200			
	ml	20		
	m3	50		
Excavation	m3	200		
Masonry abutment 4 <h≤5m< td=""><td>U</td><td>2</td><td></td><td></td></h≤5m<>	U	2		
Demolishing of existing structure	m3	25		
Lean concrete at 150kg/m3	m3	5.20		
Reinforced concrete at 350Kg/m3 for slab and beams	m3	14.170		
Geotechnical studies	Ft	1.00		
Sub tot	tal 400			
EQUIPMENT & SIGNALISATION				
Mixed hand rails	ml	10		
Signalisation boards	No	2		
Vertical signalisation (Wooden poles)	No	12		
	al 500			
	-			
		8.0		
	ai 600			
	Bringing in and folding up of equipment  Sub tot  EARTHWORKS  Fill obtained from borrow pit  Sub tot  DRAINAGE WORKS  Masonry side drains 130x65cm (gutters)  Hard core  Sub tot  STRUCTURAL WORKS  Excavation  Masonry abutment 4 <h≤5m &="" (wooden="" 150kg="" 350kg="" and="" anti-corrosive="" at="" beams="" boards="" concrete="" demolishing="" divers="" equipment="" existing="" for="" geotechnical="" hand="" huile<="" lean="" m3="" mixed="" of="" peinture="" poles)="" rails="" reinforced="" signalisation="" slab="" structure="" studies="" sub="" td="" tot="" vertical="" à=""><td>Bringing in and folding up of equipment  Sub total 100  EARTHWORKS  Fill obtained from borrow pit m³  Sub total 200  DRAINAGE WORKS  Masonry side drains 130x65cm (gutters) ml  Hard core m³  Sub total 300  STRUCTURAL WORKS  Excavation m³  Masonry abutment 4<h≤5m &="" (19.25%)="" (5.5%)="" (wooden="" 150kg="" 350kg="" 400="" 500="" 600="" a="" air="" amount="" and="" anti-corrosive="" at="" beams="" boards="" concrete="" demolishing="" divers="" equipment="" existing="" for="" ft="" geotechnical="" hand="" huile="" lean="" mixed="" ml="" m²="" m³="" no="" of="" peinture="" poles)="" project="" rails="" reinforced="" signalisation="" slab="" structure="" studies="" sub="" td="" total="" ttc<="" u="" vat="" vertical=""><td>  Sub total 100    </td><td>  Bringing in and folding up of equipment   Is</td></h≤5m></td></h≤5m>	Bringing in and folding up of equipment  Sub total 100  EARTHWORKS  Fill obtained from borrow pit m³  Sub total 200  DRAINAGE WORKS  Masonry side drains 130x65cm (gutters) ml  Hard core m³  Sub total 300  STRUCTURAL WORKS  Excavation m³  Masonry abutment 4 <h≤5m &="" (19.25%)="" (5.5%)="" (wooden="" 150kg="" 350kg="" 400="" 500="" 600="" a="" air="" amount="" and="" anti-corrosive="" at="" beams="" boards="" concrete="" demolishing="" divers="" equipment="" existing="" for="" ft="" geotechnical="" hand="" huile="" lean="" mixed="" ml="" m²="" m³="" no="" of="" peinture="" poles)="" project="" rails="" reinforced="" signalisation="" slab="" structure="" studies="" sub="" td="" total="" ttc<="" u="" vat="" vertical=""><td>  Sub total 100    </td><td>  Bringing in and folding up of equipment   Is</td></h≤5m>	Sub total 100	Bringing in and folding up of equipment   Is

This estimate is closed at the sum of:

# DOCUMENT No. 8 FRAMEWORK OF SUB-DETAIL OF PRICES

	No No	Daily wage  Daily rate	Days break up  Days break up	Amount	
TOTAL B	No	Daily rate		Amount	
TOTAL B	No	Daily rate		Amount	
TOTAL B	No	Daily rate		Amount	
TOTAL B	No	Daily rate		Amount	
TOTAL B	No	Daily rate		Amount	
TOTAL B	No	Daily rate		Amount	
TOTAL B	No	Daily rate		Amount	
	,				
	TOTAL B				
уре	Unit	Unit cost	Quantity	Amount	
	_				
	-				
OTAL C	9				
GENERAL SITE EXPENESES					
GENERAL OFFICE EXPENSES					
NET COST					
			Gx%		
TOTAL COST (HT)			G+H		
	BIRECT TOTAL COST SENERAL SITE EXPENSES SENERAL OFFICE EXPENSES SET COST RISK + BENEFITS FOTAL COST (HT)	BIRECT TOTAL COST SENERAL SITE EXPENSES SENERAL OFFICE EXPENSES SET COST RISK + BENEFITS FOTAL COST (HT)	BENERAL SITE EXPENESES SENERAL OFFICE EXPENSES SET COST RISK + BENEFITS FOTAL COST (HT)	DIRECT TOTAL COST  SENERAL SITE EXPENSES  Dx%  SENERAL OFFICE EXPENSES  Dx%  DET COST  D+E+F  RISK + BENEFITS  Gx%	

## Document No. 9: Model contract

REPUBLIQUE DU CAMEROUN

PAIX - TRAVAIL - PATRIE

**REGION DU NORD- OUEST** 

DEPARTEMENT DU DONGA MANTUNG

REPUBLIC OF CAMEROON

PEACE - WORK - FATHERLAND

NORTH WEST REGION

DONGA MANTUNG DIVISION

ARRONDISSEMENT DE NWA	NWA SUB-DIVISION
COMMUNE DE NWA	NWA COUNCIL
COMMISSION INTERNE DE PASSATION DES MARCHES	INTERNAL TENDERS BOARD
Awarded following OPEN NATIONAL INVITATION TO TEND 2022 FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER	JJO/MINDDEVEL/ NWR/DMD/NC/NCITB/2022 OF2022 ER NO05/ONIT/MINDDEVEL/NWR/DMD/NC/NCITB/2022 OF 4th March R MABONG ON THE SABONGARI - NWA ROAD, IN NWA SUBDIVISION, DIVISION, NORTH WEST REGION
Project Owner: THE MAYOR OF NWA	
HOLDER : [indicate name and full	Il address of holder]
P.O. Box, <u>Tel:</u> <u>Fax</u> :	
Business Registration Nºat Taxpayer's Nº	
SUBJECT : Execution ofwork	ks;
PLACE: MABONG RIVER, NWA SUBDIVISION, DONGA- AMOUNT IN CFA F:	MANTUNG DIVISION, NORTH WEST REGION
THT	
TTTC	
VAT (19.25%)	
AIR (Income tax) (5.5% or 2.2%)	
NET PAYABLE	
EXECUTION DURATION: One Hundred and twenty days (FINANCING: MINTP: BIP 2022 BUDGET HEAD: IX05160/56 36 126 01 641652 523412	
SUBSCRIBED ON:	
SIGNED ON:	
NOTIFIED ON:	restrements

REGISTERED ON:\_\_\_\_\_

Between:					
The Government of the the "Contracting Author	e Republic of Carity"	ameroon, repres	ented by the May	or of NWA Cound	cil hereinafter referred t
On the one hand,					
And					
	(Contracto	or)			
P.O. BoxTel: Business Registration Taxpayer's No	Nº	_			
Represented by M		_, its General Ma	anager, hereinafter	referred to as the	"Contractor"
On the other hand,					
Agree on the following:					
		Su	mmary		
Part I: Special Admi	inistrative Condit	tions (SAC)			
Part II: Special Techn	ical Conditions (	STC)			
Part III: Schedule of U	nit Prices (SUP)				
Part IV: Bill of Quantitie	es and Estimates	3			
Awarded following OPEN 2022 FOR THE	NATIONAL INVITA	ATION TO TENDER OF A BRIDGE OVI	NO 05./ONIT/MINDDI ER RIVER MABONG	EVEL/NWR/DMD/NC/	C/NCITB/2022 OF2022 NCITB/2022 OF 4 <sup>th</sup> March RI - NWA ROAD, IN NWA
With,					
EXECUTION DEADLIN	<b>IE</b> 120 days (04)	months			
Amount of contract in					
T	ТНТ				
	TTC				
\	/AT (19.25%)				
	VIR (2.2 or 5.5 %) VET PAYABLE				
I I	LICATABLE				

Read and accep	ted by the contractor		
	(place of signature)	(date)	
Signature of Co	ntracting Authority		
	(place of signature)	(date)	
Registration			

# DOCUMENT No. 10 MODEL FORMS APPLICABLE

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

# **COMPANY'S LETTER HEAD**

#### **DECLARATION OF THE INTENTION TO TENDER**

I, the undersigned Mr,		
Nationality		
Function		
In my capacity as General Manager of	P.O. BOX	TEL:
Hereby acknowledge receipt of the file for Tender No	otice	
N°	of	
Concerning the		
	***************************************	
And hereby declare my intention to tender for the said	d project.	
Done at On the	******	

General Manager

Fiscal stamp

1000

# FORM N° 02 THE MODEL TENDER LETTER

I (We) the undersigned	
Acting in the capacity of in the name and on behalf of	
at RC N°. by virtue of to tender file relating to the Invitation to Tender N°. and after he and under my (our) responsibility the nature and difficulties entailed with the execution commit myself (ourselves) to carry out works FOR THE CONSTRUCTION OF A BRI SABONGARI - NWA ROAD, IN NWA SUBDIVISION, DONGA-MANTUNG DIVISION, NOR terms and conditions of the tender file in return for the sum of FCFA ( Taxes Inclusive, calculated on the basis of the unit prices stated in the Unit Price List at this tender. The prices stated are tax inclusive.	aving studied all the documents of the aving assessed in my (our) point of view of the job, I (we) do hereby tender and IDGE OVER RIVER MABONG ON THE TH WEST REGION, in keeping with the Francs) Al
I commit myself (we commit ourselves) if my (our) tender is retained, to execute the from the date of notification of the award of contract.	he contract within three (03) months as
I hereby commit myself (we hereby commit ourselves) to maintain the amount of madays with effect from the deadline for submission of bids.	ny (our) tender for a period of sixty (60)
I (we) hereby request that the amounts due by the Contracting Authority be paid to maccount No opened in the name of, in the records of	
Enclosed with this tender are:	
<ul> <li>The price list and the detailed estimates duly filled, dated and signed.</li> <li>Other documents which in keeping with the requirements of the Tender letter.</li> </ul>	r file must be enclosed with the tender
Done at, on	
	Fiscal stamp
Signature(s)	
Bidder(s)	1000
For companies, indicate:	
The company (company or trade name, form, nationality and registered office)	
« represented by the undersigned	status)
For companies without a legal status, indicate:	
« We, the undersigned,	
(For each person: name, first name, company name, nationality, location of the registered	ed office)
« Constituted in a group of companies for the execution of this contract, jointly commit o	urselves»

# FORM N° 03 THE MODEL SURETY BOND

	Bank
	Reference of guarantee: No
To the Mayor of NWA Council, Donga Mantu	ing Division, North West Region, Republic of Cameroon
Invitation to Tender No.	
BID BOND FOR THE CONSTRUCTION OF A E SUBDIVISION, DONGA-MANTUNG DIVISION, NO	BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, IN NWA
The Contractor (5) relating FOR THE CONSTRUCTION OF A BRI SUBDIVISION, DONGA-MANTUNG DIVISION, NOR	hereby submits on to the Mayor of NWA a bid IDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, IN NWA RTH WEST REGION
To this effect, and in keeping with the conditions acting in the capacity of Contracting Authority, a (6).	s stated in the Tender file, the bidder shall present to the Mayor of NWA Council a bid bond amounting to CFA Francs
are committed towards the Mayor of NWA Co	ouncil , through the bidder for the sum of CFA Francs
By this guarantee, we irrevocably commit ours Mayor of NWA Council, the amount of the guar that the bidder does not keep the commitment h	selves, without any argument or delay, to pay into an account indicated by the rantee at the first written request, as soon as the latter shall inform us in writing he took in his tender.
The request for payment of guarantee shall be latest thirty (30) days after the expiration of the after presentation of the performance bond which	countersigned by the Mayor of NWA Council. This guarantee shall be released a validity of the tender or, in case the company shall be the successful bidder, the shall be kept by the Mayor of NWA Council
The laws as well as the jurisdiction of application	n for the guarantee shall be those of the Republic of Cameroon.
	Done at, on
	May (Maranasa)
	Mr (Messrs)
	Signature(s) & stamps

- (5) Bidder
- (6) Stated in the Special regulations governing the invitation to tender
- (7) Bank

# FORM N° 04 MODEL BID BOND

Whereas	(Hereafter called the "the bidder") has
submitted his bids dated	, Here in after called "the bid")
KNOW YE ALL PEOPLE by the presence that WE	
, having our registered office at	hereinafter called "the Bank", are bound
onto the Mayor of NWA Council (hereinafter	called "the Contracting Authority) in the sum of
for which payment	will and truly be made to the said Contracting Authority, the bank
binds itself, its successors, and assigns by the present if our the contract.	client refuses or incapable of completing the jobs as stipulated in
We undertake to pay the Contracting Authority up to the ab-	ove amount upon receipt of his first written demand, without the
Contracting Authority having to substantiate his demand, prov	ided that in his demand the Contracting Authority will note that the
amount claimed by him is due to him, owing to the occurrer condition or conditions	nce of one or both of the two conditions, specifying the occurred
This guarantee will remain in force up to and including	ng ( ) days after the period of bid validity. Any demand in
respect thereof should reach the bank not later than the above	
Sealed with the common seal of the said bank thisd	lay of

SIGNATURE OF BANK AUTHORITY

# FORM N° 05

# THE MODEL PERFORMANCE BOND (RETENTION BOND)

Bank
Reference of guarantee: No
To: THE MAYOR OF NWA COUNCIL
REPUBLIC OF CAMEROON
Invitation to Tender No
PERFORMANCE BOND FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROAD, , IN NWA SUBDIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION
We
In compliance with the provisions of Contract N°, the contractor is bound to present to the Mayor of NWA Council, Contracting Authority, a performance bond for the execution of work, covering security, commitments and other obligations incumbent on the contractor under the contract, worth 3% of the amount of the contract all taxes inclusive, i.e. CFA Francs
We,
The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the <b>Mayor of NWA Council</b> . The bank guarantee shall take effect as from the date of notification of the contract. The original of this guarantee shall be kept by the Mayor of NWA Council.
The guarantee shall be released within sixty (60) days with effect from the date of provisional acceptance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.
The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.
Done at, on
Mr (Messrs)
Signature(s) & stamps

# FORM N° 06

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

Reference of guarantee No
To Mayor of NWA Council, Donga-Mantung Division, North West Region, Republic of Cameroon
Invitation to Tender No.
BANK GUARANTEE FOR THE REFUND OF THE START-OFF ADVANCE RELATING TO THE CONSTRUCTION WORKS
We
In compliance with the provisions of Article of Contract N°, the contractor shall be bound to present to the Mayor of NWA Council, Contracting Authority, a bank guarantee with the purpose to assure the refund of the start-off advance granted to the company and amounting to CFA Francs
We,
The request to partially or fully stake this guarantee shall be the subject of a registered letter of justification with confirmation of receipt and a copy to the contractor clearly stating and supplementing the reasons for his request. This letter shall be countersigned by the Mayor of NWA Council.
The bank guarantee shall take effect as from the date of payment of the start-off advance. The original of this guarantee shall be kept by the NWA Council Internal Tenders Board. The guarantee shall be released upon refund of the full amount of the advance. After this date, the guarantee shall no longer apply and shall be returned to us without express request.
The laws as well as the jurisdiction of application for the guarantee shall be those of the Republic of Cameroon.
Done at, on
Mr (Messrs)
Signature(s) & stamps

# FORM N° 07

# THE MODEL UNDERTAKING BY THE BIDDER

Name of project:
Construction of a ware house at
1 (We) the undersigned (8)
Acting in the capacity of (9)
I commit myself (We commit ourselves) in case my (our) tender is retained, to execute the contract within
I hereby commit myself (We hereby commit ourselves) to maintain the amount of my (our) tender for a period of sixty (60) days with effect from the deadline for submission of bids.
Done at, on
Signature(s)
Bidder(s)
For companies, indicate:
The company (company or trade name, form, nationality and registered office)
« represented by the undersigned
For companies without a legal status, indicate:
« We, the undersigned,
(For each person: name, first name, company name, nationality, location of the registered office) « Constituted in a group of companies for the execution of this contract, jointly commit ourselves »
(8) Name, first name, profession, residence
(9) Position in the company
(10) Company name

# FORM N° 08 MODEL OF COMMITMENT OF AVAILABILITY

# To Whom It May Concern:

Subject: COMMITMENT OF AVAILBILITY.

I the	unde	rsigne	ed,				a		(spe	cify diplom	ia oi
certificate)	and	holo	der of	Nation	al Identity	Card	No			_ issued	on
		at			Tel:		_ is co	ommitted a	nd availa	ble to wor	k as
	_ (spe	cify p	post to	be occu	ipied) with	h			_(name	of compar	ıy) i
awarded th	e con	tract	for			(indica	te the	name of p	oroject) [	onga-Man	tung
Division o	of th	ne	North	West	Region.	This	is i	respon	se to	Tender	No
	·										
				Done in		the	)				
				Si	gn;						
Ce	ertified at		On	the							

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

# DOCUMENT N°11: ANNEXES ANNEX N° 01 THE MODEL CURRICULUM VITAE

Name & First name :				1 X X 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
Date of birth :					
Nationality					
Level of education					
Languages Spoken	Level	Very good	Good	Average	Poor
	Written				
ENGLISH	Read		-		
	Spoken				
	Written				
FRENCH	Read				
	Spoken				
LOCAL LANGUAGE OF THE AREA OF THE PROJECT	Written				
	Read				
	Spoken				
Training school:					
Date of admission :					
Date of graduation:				-	
Diploma obtained:					
Specific knowledge: Publicati					
Date of start of service:					
Nature of service rendered: _					
Number of years of service					
Number of years in the comp	any :				
Date of start of service in the					

### **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							
2							

NB: For each contrac	t named in	the above	list, are	attached	the following:
----------------------	------------	-----------	-----------	----------	----------------

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

Done on,	at
Mr (Messrs)	
Signature(s)	

# ANNEX N° 03 MODEL EQUIPMENT LIST

SN	DESIGNATION Description & frame (châssis) number	MARK (& HORSE POWER if vehicle)	REGISTRATION NUMBER (if vehicle)	QUANTITY	STATUS (Hired or owned)
1					
2					
3					
etc			4- 7-12		

I the undersigned, _			holder of National Identity Card No
	issued on	at	being Managing Director of this
Company called		testifies that the a	bove information is correct and commit
myself to present any	of the above equip	ments and tools at any gi	ven time requested. As well any of them
must be present at th	e site before and du	ring each phase at any giv	en moment required or requested by the
Authorities in charge	of the project I am te	endering for.	
Remark- For equipm	ent I will take on I	hire I hereby attached to	this form certified attestations (lease
documents) of comm	itment between I and	d the Owner(s) of the equip	ment(s).
	Done on.	, at	
		Signed	

# ANNEX N° 04

# **KEY STAFF**

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

# ANNEX N° 05 MODEL OF SUB- DETAIL OF UNIT PRICE

N° price	Daily output		Total	Quantity	Duration (days)
	/ day		1 1 1 1 1 1 1		
	Category	Number	Daily Salary	Days paid	Amount
	Site engineer				
	Site foreman		47.17		
	Team chiefs				
	Administrative staff				
	Driver		2/-		
	Specialised Technicians				
	Labourers				
	Store keeper				
	Total A				
WORKMANSHIP	Туре	Quantity	Daily rate	Days paid	Amount
	Pickup for follow-up				
	Small equipment				
	Total B				
	Туре	Quantity	Unit Price	Consumption	Amount
	*				
	*				
	*				
	Total C				
	TOTAL DRY PRICE A+B+C				
E	General site expenses		X%	D x X%	
F	General head office expenses		Y%	DxY%	
G	TOTALCOST PRICE			D+E+F	
Н	Risks + benefits		Z%	G x Z%	
Р	TOTAL COST PRICE WITHOUT TAXES			G+H	
٧	SELLING UNIT PRICE WITHOUT TAXES			P/QTE	

# ANNEX N° 06 MODEL OF SITE VISIT REPORT

[not more than five (05) pages]

I) INTRODUCTION
TENDER N° (with project title)
NAME OF COMPANY
II) COMMENTARY: II-1) Nature of the project site
II-2) Accessibility to the project site:
II-3) Vegetation (trees, shrubs etc)
II-4) Topography of the site
NB: ATTACHED TO THIS REPORT ARE PICTURES SHOWING ME ON THE SITE AND SO JUSTIFY ME COMMENTARY ABOVE
III) AVAILABILITY OF SERVICES (water, electricity, etc)
IV) AVAILABILITY OF CONSTRUCTION MATERIALS (stones, sand, gravel, wood etc)
V) DIFFICULTIES:
V) CONCLUSION

SIGNATURES:

Signature, Name and Stamp of Contractor's Engineer Or Technical Director, of Entreprise

# ANNEX N° 07 THE EVALUATION GRID

FOR THE CONSTRUCTION OF A BRIDGE OVER RIVER MA BONG ON THE ROAD SABONGARI - NWA, NWA SUBDIVISION, DONGA-MANTUNG DIVISION, NORTH WEST REGION ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION						
A.1	An undertaking by the bidder (declaration to tender), stamped, dated and signed by the bidder or group representative in conformity with the model attached.						
A.2	An attestation of non-bankruptcy not older that 03 months, issued by the chamber of commerce or court of competent jurisdiction of the place of residence of the bidder						
A.3	An attestation of Bank account in the name of the enterprise issued by a bank or any first-order credit institution approved by the Minster in charge of finance						
A.4	A bid bond of 540 000 FCFA (Five hundred and Forty Thousand Francs CFA) issued by a first rate- bank approved by the Ministry in charge of Finance in conformity with COBAC conditions						
A.5	Purchase receipt of Tender File issued by a the Municipal treasury NWA in the amount of Fifty four thousand Francs CFA (54 000Fcfa)						
A.6	An attestation of CNPS: current certificate from the National Social Insurance Fund (CNPS) certifyin that the bidder has effectively paid his/her social contributions.						
A.7	Certificate of non exclusion attesting that the bidder is not the subject of a temporary or permanent exclusion from Public Contracts, not older that three (03) months issued by ARMP.						
A.8	A certified copy of current Business Licence (2022 Patente) turnover up to the amount of the contract (TTC)						
A.9	A certified copy of Tax payer's card						
A.10	A certified copy of Certificate of Incorporation.						
A.11	Attestation of Site Visit signed by the contractor						
A.12	Group agreement as the case may be						
A.13	Power of Attoney as the case may be signed by a notary.						
A.14	The Special Administrative Conditions (SAC/CCAP), initialled on each page and signed, dated and stamped on the last page						
A.15	Plan and Attestation of localization, signed by the taxation authorities.						

## **TECHNICAL EVALUATION**

	- I STITLONE ET NEON TOTAL			
	NWA COUNCIL INTERNAL TENDERS BOARD			
	TECHNICAL ANALYSIS SUB COMMISION			
CO	NSTRUCTION OF A BRIDGE OVER RIVER MABONG ON THE SABONGARI - NWA ROA	D. IN NW.	A SUBDIV	ISION.
	DONGA-MANTUNG DIVISION, NORTH WEST REGION			,
A)				
B)				
C)				
	Eliminatory Criteria (See evaluation of administrative files)	15-1		
	Designation			
		Α	В	C
_	a. General presentation of bids	EVALUA	TION (Yes	or No
a1	Presence of all documents			
a2	Properly bound			
a3	Separators in colour apart from white			
a4	Order prescribed respected			
	TOTAL a	14	14	14
	b. The company references	EVALUA	TION (Yes	or No
	References of the company in civil construction or similar works for the past Five years			
b1	At least 02 copies of similar contracts equal to or above the cost of the project (1st and last page).			
b2	minutes of Provisional Reception for projects executed within the last five yrs (pluri annual projects accepted)			
b3	Proof of having constructed a structure similar nature			71 0

	c. Equipment	EVALUA	TION (Yes	or No
C1	Proof of ownership or hire of a Bulldozer D8	LTALUA	1014 (163	VI 140
C2	Proof of ownership or hire of a Wheel loader			
C3	Proof of ownership or hire of a Wileen loader			
C4	Proof of ownership or hire of a Grader			
C5	Proof of ownership or hire of a Water cistern			
C6	Proof of ownership or hire of a Water cistern  Proof of ownership or hire of a liason vehicle (Pick up 4 x 4 or van) (Hired or owned)			
C7	Proof of ownership or hire of at least two (02) truck of 20 tonnes capacity			
C8	Proof of ownership or hire of a manual compactor in good condition			
C9	Proof of ownership or hire of a Mandai compactor in good condition			
C10	Proof of ownership or hire of a Concrete vibrator			
C11	Proof of ownership of small tools	MA	14.4	14.4
	TOTA 2	/11	/11	/11
	d. Personnel of the Enterprise	EVALUA	TION (Yes	or No
	Works Engineer: Civil engineer with at laest 05 years professional experience			
D1	Certified copy of valid National Identity Card			
D2	Diploma of Works Engineer certified			
D3	CV signed and dated by the Works Engineer			
D4	Attestation of availability dully signed by bearer and dated			
	Site foreman: Senior Civil Engineering Technician with at least 05yrs of			
	experience			
D5	Certified copy of valid National Identity Card			
D6	Certified copy of certificate of Foreman			
D7	CV signed and dated by Site Foreman			
D8	Attestation of availability dully signed by bearer and dated			
	Chief builder: BAC F4, at least 5yrs of experience			
D9	Certified copy of valid National Identity Card			
D10	Certified copy of diploma			
D11	Cv signed and dated			
D12	Attestation of availability dully signed by bearer and dated			
- 12	Chief carpenter: Atleast BAC in wood work/joinery at least 5yrs of experience			
D13	Certified copy of valid National Identity Card			
D14	Certified copy of diploma			
D15	Cv signed and dated			
D16	Attestation of availability dully signed by bearer and dated			
D 10	TOTAL d	/18	/18	/18
	e) Technical Proposals		TION (Yes	
e1	Attestation of Site Visit	LVALOA	11014 (100	01 110
e2	Site Visit report with pictures duely signed by presenter			
e3	Detailed technical note and proposals			
63	TOTAL e	/3	/3	/3
			TION (Yes	
£4	f) The methodology of intervention and execution of work	EVALUA	HON (TES	OI NO
f1	Site organisation in teams or options			
f2	Description of the socio - environment measures for site protection			-
f3	Dispositions previwed for the securisation of personnel and other ussers			
f4	Use of local manpower			
f5	CCTP dully initialled and dated on each page and signed on the last page	(E	(E	100
	TOTAL f	/5	/5	/5
-4	g. Planning of execution of works	EVALUA	TION (Yes	OF NO
g1	Coherent planning with respect to tasks			
g2	Manpower deployment plan			
g3	Material deployment plan			
g4	Organisational chat of the enterprise			
	TOTAL g	14	14	14
	I. Pre-financing	EVALUA	TION (Yes	or No
e1	Attestation of credibility shall be at least 55% of the bid price			
	TOTAL	12	12	12
	GRAND TOTAL	/50	/50	50

IV	FINANCIAL ANALYSIS	EV	EVALUATION									
•••		A	В	C								
1	Unit Price Schedule											
2	Bill of Quantities and Cost Estimate											
3	Sub Detail of Unit Prices											
4	Bidder's Financial Proposal											
NE	The non existence or Laxity noticed at the study of prices and Arithmetic e Technical Sub Committee with respect to the invitation to	rrors shall be con	rected by	the								

# ANNEX 8: MODELE ATTESTATION OF SITE VISIT

1	the	undersigned	Mr./Mrs./Miss	 				[Surr	ame	an	d Name	e)	The	Director	of
.,				 [Name	of	Company]	do	testify	on	my	honour	that,	1	Mr./Mrs/Mi	SS
				 		(Sur	nam	e and N	ame)	Dire	ctor or E	ngine	er of	the Compar	17:

					(Nan	ne of	Enterpris	e) have	actually	visited	the site	which	is goir	ng to r	receive the
structure	relative	to	OPEN	NATIONAL	INVITATION	ТО	TENDER	No	/ONIT	/MINDE	EVEL/	WR/DI	MD/NC	/NCITE	3/2022 OF
	2022 F	OR	THE CO	DNSTRUCT	ION OF A BRI	IDGE	OVER RI	VER MA	BONG	ON THE	SABO	NGARI	- NWA	ROA	D, IN NWA
SUBDIVI	SION, D	ON	GA-MA	NTUNG DIV	ISION, NORTI	H WE	ST REGIO	NC							

#### I declare:

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

In Testimony Whereof, this present ATTESTATION OF SITE VISIT is established and issued to serve the purpose it deserves.

Date																										•					
					1	S	1	1	3	ľ	n	I	)	C	)	f	(	9	ľ	1	t	9	ľ	T	)	r	S	6	,		

Signature and Names of the Director

## **DOCUMENT NO. 12:**

# List of banking establishments and financial bodies authorised to issue bonds for public contracts

#### I- BANKS

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

## II- Insurance companies

- 15. Chanas Insurance;
- Activa Insurance
- 17. Zenith Insurance

# DOCUMENT N°13: WORKING PLANS