

**REPUBLIC OF CAMEROON**  
*Peace-work-fatherland*  
**MINISTRY OF DECENTRALISATION  
AND LOCAL DEVELOPMENT**

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Bui Division  
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**REPUBLIQUE DU CAMEROUN**  
*Paix-Travail-Patrie*  
**MINISTRE DE LA DECENTRALISATION  
ET DU DEVELOPPEMENT LOCAL**

Region du Nord-Ouest  
Department de Bui  
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## **PROJECT OWNER: THE MAYOR MBIAME COUNCIL**

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## **MBIAME- COUNCIL INTERNAL TENDERS BOARD**

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

**N° 03/ONIT/MINDDEVEL/MC/MCITB/2022 OF 18/03/ 2022 FOR THE  
MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-  
TIWONG PHASE TWO IN MBIAME COUNCIL AREA,  
BUI DIVISION, NORTH WEST REGION**

### **EMERGENCY PROCEDURE**

**PUBLIC INVESTMENT BUDGET (PIB) – 2022, THE MINISTRY OF PUBLIC WORKS (ROAD FUNDS)**

### **BUDGET HEADS**

<b>MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO</b>	<b>ROAD FUNDS</b>
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**TENDER FILE**

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**INVITATION TO TENDER**





## OPEN NATIONAL INVITATION TO TENDER

### N° 03/ONIT/MINDDEVEL/MC/MCITB/2022 OF 18/03/ 2022 FOR THE MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN MBIAME COUNCIL AREA, BUI DIVISION, NORTH WEST REGION (EMERGENCY PROCEDURE)

#### 1. Subject of the invitation to tender:

Within the framework of the 2022 Public Investment Budget (PIB), the Mayor of Mbiame Council "Contracting Authority" hereby launches by emergency procedure an open National Invitation to tender for the MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN MBIAME Council Area. This invitation to tender comprises one (01) lot as follows:

Lot N°	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO	KOVKI-TIWONG	2,000,000	100,000,000	ROAD FUNDS	05

#### 2. Nature of services

Work to be done consists of MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO in Mbiame Council Area, Bui Division. The works include the following:

- Lot 000: Installation and studies
- Lot 100: Clearing and earthworks
- Lot 200: Other works

#### 3. Execution deadline

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

#### 4. Participation and origin:

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

#### 5. Financing

The said Works shall be financed with the Road Funds for the 2022 financial year assigned to the Mayor of Mbiame Council as Delegated Authorizing officers with Budget Heads



## **6. Bid Bond:**

Each bidder should include in his administrative document, a bid bond of **2,000,000 (two million)** issued by a first rate-bank or insurance company approved by the Ministry in charge of Finance in conformity with COBAC conditions.

Against the risk of being rejected, only originals or true copies certified by the issuing service or administrative authorities of the administrative document required, including the bid bond, shall imperatively be produced in accordance with the Special Conditions of the invitation to tender. They shall neither be older than three (03) months nor be produced before the signing of the tender notice.

Any offer not in conformity with the prescriptions of this notice and tender file shall not be accepted, especially the absence of a bid bond issued by a first rate-bank, approved by the Ministry in charge of Finance, or the non-respect of the model of the tender file documents, shall lead to a pure and simple rejection of the offer without any appeal being entertained

## **7. Consultation of tender file:**

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

## **8. Acquisition of tender file:**

The file may be obtained at the Mbiame Council, at the Service for the award of Public **Contracts**, Telephone **N° 677 740 854** as soon as this notice is published against payment of a non- refundable sum of **(150 000) One hundred and fifty Thousand CFA** francs, payable at the Municipal Treasury Mbiame representing the cost of purchasing the tender file.

## **9. Submission of Bids:**

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Service for the award of Public Contracts Mbiame Council, not later than **12/04/ 2022 at 10.00 am** local time. It should be labelled as follows:

**"OPEN NATIONAL INVITATION TO TENDER**

**N° 03/ONIT/MINDDEVEL/MC/MCITB/2022 OF 12/04/ 2022 FOR THE MAINTENANCE OF THE  
STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN MBIAME COUNCIL AREA, BUI DIVISION,  
NORTH WEST REGION**

**TO BE OPENED ONLY DURING THE BID OPENING SESSION"**

## **10. Admissibility of bids**

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

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

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

## **11. Opening of bids**



The bids shall be opened in single phase. The opening of the Administrative documents, Technical and Financial offers shall take place on the **12/04/2022 at 11 am** local time, at the Mbiame Council Conference Hall.

Only bidders may attend or be represented by duly mandated persons of their choice.

## **12. Evaluation criteria**

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

### ***i. Eliminatory criteria***

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

*They refer especially to:*

- ◆ Absence of bid bond
- ◆ False declaration or forged document
- ◆ Non compliance with major technical specifications (to be listed)
- ◆ Non-respect of X essential criteria (X being greater than or equal to 1)
- ◆ Absence of quantified unit price)
- ◆ Non compliance with the model bid
- ◆ Technical assessment mark lower than **80%** of "Yes".

### ***ii. Essential criteria***

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

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

- General presentation of the tender files;
- References of the company in similar achievements;
- Experience of supervisory staff ;
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- Attestation of site visit signed by the Contractor
- Report of site visit signed by the Contractor
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);
- Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);
- Pre – Financing capacity **not less than 75%** of the amount required in the offer

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

### ***iii Main qualification criteria***

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

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

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



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

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

### iii Main qualification criteria

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

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

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

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

### 13. Award of the jobbing order

The jobbing order shall be awarded to the bidder whose bid is in conformity with the dispositions of the tender file and on the basis of the lowest bid and technical quality. (See article 33 of the public contracts code).

### 14. Period of validity of bids

The bidders shall remain committed to their offers during a period of (ninety) 90 days from the deadline set for the submission of bids.

### 15. Complementary information

Complementary technical information may be obtained during working hours at the Mbiame Council, **Service of award of Public Contracts**.

### 16. Delivery deadline

The maximum execution deadline provided for by the Contracting Authority shall be One Hundred and Twenty 5 month's maximum, as from the date of notification of the service order.

### **Circular Copies**

- ARMP
- Public Contract Journal;
- Chairpersons of Tender Board
- Notice boards
- DD MINTP Bui
- DD MINMAP Bui
- Archive)

18 MARS 2022  
Done at Mbiame, 2022  
The Lord Mayor Mbiame Council  
*Bunboye William Jowong*





## AVIS D'APPEL D'OFFRES NATIONAL OUVERT

**N° 03/AONO/ MINDDEVEL/CM /CIPMM/2022 DU 18/03/ 2022 POUR LES TRAVAUX DE LA REHABILITATION DE LA ROUTE KOVKI JUNCTION –TIWONG PHASE II DANS LE COMMUNE DE MBIAME, DEPARTEMENT DE BUI, RÉGION DU NORD OUEST (EN PROCÉDURE D'URGENCE).**

### 1. OBJET D'AVIS D'APPEL D'OFFRES :

Dans le cadre du budget d'investissement public 2022, Le Mère de la commune de Mbiame lance en procédure d'urgence un Avis d'Appel d'Offres National ouvert pour les travaux de **LA REHABILITATION DE LA ROUTE KOVKI JUNCTION – TIWONG PHASE II** dans la Commune de Mbiame, Département de Bui.

Cet appel d'offres est constitué de (01) lot répartis ainsi qu'il suit :

Lot N°	Projet	Localité	Montant Caution de Soumission	Montant du Projet	Imputation	Délai en Jour
01	REHABILITATION DE LA ROUTE KOVKI JUNCTION –TIWONG (PHASE II)	KOVKI-TIWONG	2,000,000	100, 000, 000	ROAD FUNDS	5 months

### 2. Consistance des travaux:

Les prestations du présent marché comprennent les travaux des **LA REHABILITATION DE LA ROUTE KOVKI JUNCTION –TIWONG PHASE II** dans l'Arrondissement de Mbven, Département de Bui., Les prestations comprennent les opérations suivantes :

- Lot 000: Travaux préparatoires et études ;
- Lot 100: Travaux de terrassements ;
- Lot 300: Autres ;

### 3. Délai d'exécution des travaux

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

### 4. Participation et origine :

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

### 5. Financement :



## **6. Cautionnement provisoire**

Chaque soumissionnaire devra joindre à ses pièces administratives, une caution de soumission de **FCFA 2,000,000 (Deux Million)**, établie par une institution bancaire de premier ordre agréée ou par une société d'assurance par le Ministère en charge des Finances aux conditions de la COBAC.

Sous peine de rejet, les autres pièces administratives requises devront être impérativement produites en originaux ou en copies certifiées conformes par le service émetteur ou une autorité administrative (Préfet, Sous – préfet.....), conformément au listing prévu au Règlement Particulier de l'Appel d'Offres (R.P.A.O). Elles devront obligatoirement être datées de moins de trois (03) mois ou avoir été établies postérieurement à la date de signature de l'Avis d'Appel d'Offres.

Toute offre non conforme aux prescriptions du présent avis et du Dossier d'Appel d'Offres sera déclarée irrecevable. Notamment, l'absence de caution de soumission délivrée par une banque de premier ordre agréée par le Ministère chargé des Finances ou le non respect des modèles des pièces du Dossier d'Appel d'Offres, entraînera le rejet pur et simple de l'offre.

## **7. Consultation du Dossier d'Appel d'Offres.**

Le Dossier d'Appel d'Offres peut être consulté aux heures ouvrables à la Commune de Mbiame, Service de Passation des Marchés Publics Tél. : **N° 677 740 854**. Dès publication du présent Avis.

## **8. Acquisition du Dossier d'Appel d'Offres :**

Le Dossier d'Appel d'Offres peut être obtenu à la Commune de Mbiame, Service de Passation des Marchés Publics Tél. : **N° 677 740 854**, dès publication du présent avis, contre présentation d'une quittance de versement au Trésor de la Commune de Mbiame, de la somme non remboursable de **FCFA (150.000) Cent Cinquante Mille Francs** représentant les frais d'achat du dossier.

## **9. Remise des offres :**

Chaque offre, rédigée en français ou en anglais en Sept (07) exemplaires dont un (1) original et Six (6) copies marquée comme telle, devra parvenir contre récépissé à la Commune de Mbiame, Service de Passation des Marchés Publics au plus tard le **12/04/2022 10 heures**, heure locale et devra porter la mention suivante :

**« AVIS D'APPEL D'OFFRES NATIONAL OUVERT  
N° 03/AONO/ MINDDEVEL/CM/CIPMM/2022 DE 12/04/ 2022 POUR LES TRAVAUX DE LA  
REHABILITATION DE LA ROUTE KOVKI JUNCTION -TIWONG PHSE II DANS LE COMMUNE DE MBIAME,  
DEPARTEMENT DE BUI, RÉGION DU NORD OUEST A N'OUVRIR QU'EN SEANCE DE DEPOUILLEMENT »**

## **10 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 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.

## **11. Ouverture des offres :**

L'ouverture des plis se fera en un temps. L'ouverture des pièces administratives, des offres techniques et financières aura lieu **12/04/2022 11h00, heure locale**, par la Commission de Passation des



Marchés de la Commune de Mbiame, siégeant en présence des soumissionnaires ou de leurs représentants dûment mandatés et ayant une parfaite connaissance du dossier, dans la salle de Conférence de la Commune de Mbiame

## **12. Critères d'évaluation :**

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

### **i Critères éliminatoires**

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

Il s'agit notamment:

- Délai d'exécution supérieur à celui prescrit (supérieur à trois mois) ;
- Fausses déclarations ou pièces falsifiées ;
- Absence ou insuffisance de la caution provisoire de soumission ;
- Deux Entreprises avec le même personnel ;
- Offres dont l'enveloppe extérieure porte des mentions permettant l'identification du Soumissionnaire ;

### **ii Critères essentiels**

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

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

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

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

### **iii Critères de qualification**

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **80%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins **80%** des critères essentiels.



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

### **iii Critères de qualification**

Cette évaluation se fera de manière purement positive (oui) ou négative (non) avec un minimum acceptable d'au moins **80%** de l'ensemble des critères essentiels pris en compte.

Le marché sera attribué au soumissionnaire qui aura proposé l'offre la moins disante, conforme pour l'essentiel aux prescriptions du Dossier d'Appel d'Offres, ayant satisfait à 100% des critères éliminatoires et au moins **80%** des critères essentiels.

### **13. Attribution de la lettre commande**

La lettre commande sera attribuée au soumissionnaire dont l'offre est conforme pour l'essentiel aux dispositions du Dossier d'Appel d'Offres, et qui aura présenté l'offre évaluée la moins-disante et techniquement qualifiée, conformément à l'article 33 du Code des lettres commandes Publics.

### **14. Délai de validité des offres**

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

### **15. Renseignements complémentaires :**

Les renseignements complémentaires d'ordre technique peuvent être obtenus auprès de la commune de Mbiame **Service de Passation des Marchés Publics, Tel: N° 677 740 854**

#### **Ampliations :**

- ARMP
- JDM (pour publication)
- Président CPM
- DD MINMAP Bui
- DD MINTP Bui
- Affichage
- Chrono / Archives.



**18 MARS 2022**

Fait à Mbiame, le \_\_\_\_\_ 2022

Le Mère de la COMMUNE DE MBIAME,

*Banboye William Iwong*



**DOCUMENT N° 2:  
GENERAL REGULATIONS OF THE INVITATION  
TO TENDER (GRIT)**



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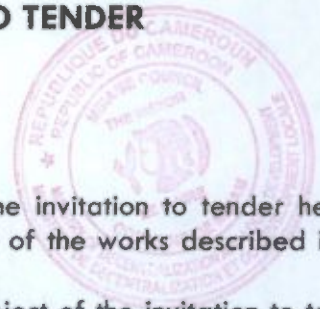
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# GENERAL RULES OF THE INVITATION TO TENDER



## Article 1: Scope of the tender

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

## Article 2: Financing

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

## Article 3: Fraud and corruption

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

- a) The following definitions shall be admitted:
- I. Shall be guilty of "corruption" whoever offers, gives, requests or accepts any advantage in view of influencing the action of a public official during the award or execution of a contract;
  - II. Is involved in "fraudulent manoeuvres" whoever deforms or distorts facts in order to influence the award or execution of a contract;
  - III. "Collusive practices" shall mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of bids at levels not corresponding to those resulting from competition;
  - IV. "Coercive practices" shall mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract.
- b) Any proposed award shall be rejected if it is proved that the proposed preferred bidder is directly or through an intermediary, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices for the award of this contract.

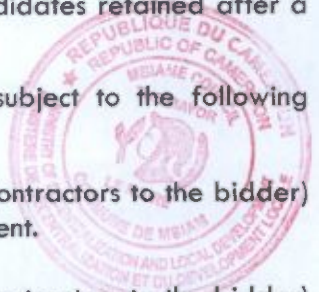
3.2 The Minister Delegate at the Presidency in charge of public contracts may, as a precaution, take a decision of exclusion from bidding for a period not exceeding two (2) years against any bidder found guilty of influence peddling, of conflicts of interest, insider trading, fraud, corruption or production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

## Article 4: Candidates allowed to compete



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

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

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

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

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

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

#### **Article 6: Qualification of bidder**

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

- (a) submit a power of attorney making the signatory of the bid bound by the bid; and
- (b) Provide all information (complete or update information included in their request for pre-qualification which may have changed in the case where the candidates took part in pre-qualification) requested of bidders in the Special Regulations of the invitation to tender, in order to establish their qualification to execute the contract.

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

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



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

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

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

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

#### **Article 7: Visit of works site**

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

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

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

### **B. Tender File**

#### **Article 8: Content of Tender File**

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

- Document No. 1: Invitation to tender
- Document No. 2: General Regulations of the invitation to tender
- Document No. 3: Special Regulations of the invitation to tender
- Document No. 4: Special Administrative Conditions
- Document No. 5: Special Technical Conditions
- Document No. 6: Schedule of prices
- Document No. 7: Bill of quantities and estimates
- Document No. 8: The sub-detail of prices
- Document No. 9: Model Jobbing Order
- Document No. 10: Forms and Standard documents to be used
- Document No. 11: Preliminary studies
- Document No. 12: Other Document
- Document No. 13: List of banking establishments and financial bodies authorised to issue bonds for public contracts



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

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

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

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

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

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

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

#### **Article 10: Amendment of the Tender File**

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

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

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

### **C Preparation of bids**

#### **Article 11: Tender costs**

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

#### **Article 12: Language of bid**

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

#### **Article 13: Constituent documents of the offer**

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

##### **Volume 1: Administrative documents**



They include:

I. All documents stating that the bidder:

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

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

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

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

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

**b. Volume II: Technical Offer**

It includes:

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

**c. Volume 3: Financial offer**

It includes:

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

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

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



## Article 14: Bid price

- 14.1 Except otherwise stated in the Tender File, the amount of the contract shall cover all the works described in article 1.1 of the General Regulations of the invitation to tender, on the basis of the price schedule and the detailed bill of quantities and estimates presented by the bidder.
- 14.2 The bidder shall fill the unit prices and totals of all items on the schedule and bill of quantities and estimates.
- 14.3 Subject to contrary provisions provided for in the Special Regulations and in the Special Administrative Conditions, all dues, taxes and fees payable by the bidder on grounds of the contract or on any other ground, thirty (30) days prior to the submission of the bids, shall be included in the prices and in the total amount of the bid presented by the bidder.
- 14.4 If a price revision/updating clause is provided for in the contract, the date of establishment of the initial price, as well as the price revision/updating conditions for the said price must be specified. This is with the understanding that any contract of duration less than one (1) year shall not be subject to price revision.
- 14.5 All unit prices must be justified by sub-details established in accordance with the structure proposed in document 8 of the Tender File.

## Article 15: Currency of bid and payment

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

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

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

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

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

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

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

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

15.5 During the execution of the works, most of the foreign currency to be paid as part of contract may be revised by mutual agreement between the Contracting Authority and the entrepreneur in a



way as take account of any modification in the foreign currency needs within the context of the contract.

#### **Article 16: Validity of bids**

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

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

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

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

#### **Article 17: Bid bond**

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

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

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

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

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

17.6 The bid bond may be seized:

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

#### **Article 18: Varying proposals of bidders**

18.1 Where the works can be executed within variable deadlines, the Special Regulations shall specify these deadlines and shall indicate the method retained for the evaluation of the completion deadline



proposed by the bidder within the specified deadlines. Bids that propose deadlines beyond those specified shall be considered as not being in conformity.

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

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

#### **Article 19: Preparatory meeting to the establishment of bids**

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

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

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

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

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

#### **Article 20: Form and signature of bid**

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

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

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

### **D. SUBMISSION OF BIDS**

#### **Article 21: Sealing and marking of bids**



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

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

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

#### **Article 23: Late bids**

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

#### **Article 24: Modification, substitution and withdrawal of bids**

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

### **E. Opening of envelopes and evaluation of bids**

#### **Article 25: Opening of envelopes and petitions**



- 25.1 The competent Tenders Board shall open the envelopes in single or double phases and in the presence of the representatives of bidders who wish to attend at the date, time and address specified in the Special Regulations. Representatives of bidders shall sign a register attesting to their presence.
- 25.2 Firstly, envelopes marked "**withdrawal**" shall be opened and the contents announced to the hearing of everyone, while the envelope containing the corresponding bid shall be returned to the bidder unopened. Withdrawal shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "**Replacement bid**" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened. The replacement of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the replacement and read to the hearing of everyone. Lastly, the envelopes marked "**modification**" shall be opened and their contents read to the hearing of everyone with the corresponding bid. The modification of the bid shall only be allowed if the corresponding notification contains a valid empowerment of the signatory requesting the modification and read to the hearing of everyone. Only bids which were opened and announced to the hearing of everyone during the opening of bids shall then be evaluated.
- 25.3 All envelopes shall be opened successively and the name of the bidder announced aloud as well as the possible modification mentioned, the price offered, including any rebates [*in case of opening of financial bids*] and any variant, where necessary, the existence of a guarantee of the bid if it is required and any other details which the Contracting Authority deems useful to be mentioned. Only rebates and variants of bids announced to the hearing of everyone during the opening of bids shall be submitted for evaluation.
- 25.4 Bids (and modifications received in accordance with the provisions of article 24 of the General Regulations) which were not opened and read to the hearing of everyone during the bid-opening session for whatever reason, shall not be submitted for evaluation.
- 25.5 Bid-opening minutes are recorded on the spot mentioning the admissibility of bids, their administrative regularity, prices, rebates and time-limits as well as the composition of the Evaluation sub-committee. A copy of the said minutes to which is attached the attendance sheet is handed over to all the participants at the end of the session.
- 25.6 At the end of each bid-opening session, the chairperson of the Tenders Board immediately hands over to the focal point designated by the body in charge of regulation of public contract an initialled copy of the bids presented by bidders.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate in charge of Public Contracts with a copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.
- It must reach within a maximum deadline of three (3) working days after the opening of bids in the form of a letter to which is obligatorily attached a sheet of the petition form duly signed by the petitioner and possibly by the chairperson of the Tenders Board.
- The Independent Observer attaches to his report the sheet that was handed to him, including any related commentaries or observations.

#### **Article 26: Confidential nature of the procedure**

- 26.1 No information relating to the examination, clarification, evaluation and comparison of bids and verification of the qualification of the bidders and the recommendation for the award shall be given to bidders or to any person not concerned with the said procedure as long as the preferred bidder has not been made public, subject to the disqualification of the bid of the bidder and suspension of the authors from all activities in the domain of public contracts.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of bids or the Contracting Authority in its award decision may lead to the rejection of his bid.



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

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

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

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

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

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

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

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

- i) which substantially limits the scope, quality or realisation of the works;
- ii) which substantially limits, contrary to the Tender File, the rights of the Contracting Authority or his obligations in relation to the contract;
- iii) Whose correction would unjustly affect the competitiveness of the other bidders who presented bids that essentially complied with the Tender File?

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

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

#### **Article 29: Qualification of the bidder**

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

#### **Article 30: Correction of errors**

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

- (a) where there is an incoherence between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price being authentic, the total price shall be corrected, unless the



Evaluation sub-committee judges that it is a gross error of decimal point in the unit price in which case the total price as presented shall be authentic and the unit price corrected.

- (b) if the total obtained by addition or subtraction of the totals is not exact, the sub totals shall be considered authentic and the total corrected.
- (c) where there is a difference between the price indicated in letters and in figures, the amount in letters shall be considered authentic, unless the amount is linked to an arithmetical error confirmed by the sub-detail of the said price, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

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

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

#### **Article 31: Conversion into a single currency**

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

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

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

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

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

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

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

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



satisfactory, the Contracting Authority may reject the bid after the technical opinion of the Public Contracts Regulatory Agency.

### **Article 33: Preference granted national bidders**

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

### **Article 34: Award**

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

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

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

### **Article 36: Notification of award of the contract**

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

### **Article 37: Publication of results of award and petitions**

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

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

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

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

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

### **Article 38: Signing of the contract**

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

38.2 The Contracting Authority has a deadline of seven (7) days to sign the contract from the date of reception of the draft contract examined by the competent Tenders Board and subscribed by the



successful bidder and where applicable, the endorsement of the Minister in charge of Public Contracts.

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

**Article 39: Final Bond**

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





## **DOCUMENT N°. 3:**

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

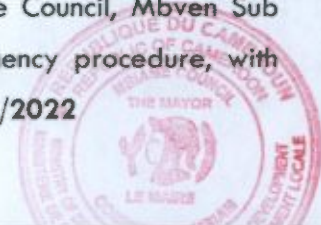
## **Special regulations of the invitation to tender**

### **1) PURPOSE OF THE TENDERS:**

The purpose of this tender is the **MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG  
PHASE TWO**



in Mbiame Council Area, Mbven Sub Division, launched by the Mayor of Mbiame Council, Mbven Sub Division Within the framework of 2022 Public Investment Budget (PIB) by emergency procedure, with Invitation to tender Reference: **N° 03/ONIT/MINDDEVEL/MC/MCITB/2022 of 18/03/2022**



This invitation to tender comprises three (03) as follows:

Lot N°	Project	Locality	Amount for bid bond	Project Amount	Budget Heads	Duration in months
01	MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO	KOVKI-TIWONG	2,000,000	100, 000, 000	ROAD FUNDS	5

## 2) EXECUTION DEADLINE:

The maximum execution deadline provided for by the Contracting Authority shall be **One hundred and twenty days (5 months maximum)** for each Lot, as from the date of notification of the service order.

## 3) SOURCE OF FINANCING

The said Works shall be financed with Road Funds for the 2022 financial year assigned to the Mayor of Mbiame Council as Delegated Authorizing officer.

## 4) CONSISTENCY OF BIDS

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Mbiame Council, not later than **12/04/ 2022 at 10.00 am**, local time. It should be labelled as follows:

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

**N° 03/ONIT/MINDDEVEL/MC/MCITB/2022 OF 18/03/ 2022 FOR THE MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN MBIAME COUNCIL AREA, BUI DIVISION, NORTH WEST REGION**

**TO BE OPENED ONLY DURING THE BID OPENING SESSION"**

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

Internal envelopes

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

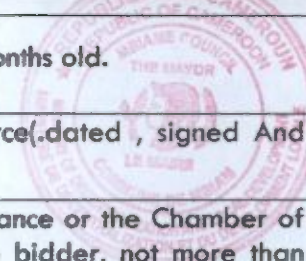
The first internal envelope shall be labeled;

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

## **ENVELOPE A: ADMINISTRATIVE DOCUMENTS**

DOCUMENT N°	DESCRIPTION
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A.1	Certified Copy of the Business Registration, not more than three months old.
A.2	Declaration of intention to tender stamped with the tariff in force(.dated , signed And stamped by the contractor)
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.
A.5	Purchase receipt of tender file issued by public treasury
A.6	A bid bond of 2,000,000 (Two million) CFA francs issued by a first rate-bank or an insurance company approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance
A.9	Business License of not more than three months).
A.10	Certified Copy of a valid tax payers card dated at most 3 months.
A.11	Plan and attestation of localization from taxation authorities

**NB:**

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

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

**ENVELOPE B: - VOLUME II TECHNICAL OFFER**



Doc N°	DESIGNATION
B1	<b>General presentation of bids</b> <ul style="list-style-type: none"> <li>➤ Properly bound.</li> <li>➤ Table of content.</li> <li>➤ Separators in color apart from white</li> <li>➤ Presentation of documents in the order given in this tender.</li> <li>➤ Clearness of the documents</li> </ul>
B.2	<b>REFERENCES OF SIMILAR WORKS EXECUTED</b> <ul style="list-style-type: none"> <li>➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the past Five (05) years.</li> <li>➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception for 2021 to for past years projects) and related contracts or jobbing orders first and last pages</li> </ul>
B.3	<b>PERSONNEL</b> <p>Bidders shall undertake to have employed or to employ, before the start of works, competent technical staff, (attach to each staff a CV signed by the candidate, a certified copy of the technical diploma, an attestation of availability signed by candidate) notably.</p> <ul style="list-style-type: none"> <li>➤ A works supervisor with at least the level of a senior technician in civil engineering or Rural Engineering with at least three (03) years' professional experience in the domain of civil construction or similar works.</li> <li>➤ A foreman with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years of professional experience in the domain of civil construction or similar works.</li> </ul>
B.4	<b>Equipment and construction tools</b> <p>The List of equipment the bidder intends to use on site</p> <p>The contractor shall justify the ownership and the State of the equipment necessary for the performance of the work to be carried out.</p> <ul style="list-style-type: none"> <li>➤ <b>Equipment :</b></li> </ul> <p>- Legalized Registration document (bulldozer, Frontend loader, grader pickup, truck or van, manual Compactor etc.) or Legalized document to hire equipment.</p>
B.5	<b>Technical notes on the methodology and the execution of works.</b> <p>The bidder will produce a technical note dated and signed on the last page providing all the following information.</p> <ul style="list-style-type: none"> <li>- The mode of execution of the works</li> <li>- The planning of intervention, the expected output</li> <li>- Measures of safety and protection of the environment</li> <li>- Administrative and technical organization of the enterprise</li> </ul>





B.6	<b>Attestation of site visit and site visit report</b> <ul style="list-style-type: none"> <li>➤ Attestation of site visit signed by the contractor or their representatives</li> <li>➤ Site visits Report .The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed and stamped by the contractor (pictures of the site where the work is to be executed, consistency of work and execution plans).</li> </ul>
B.7	<b>Financial Capacity of the Bidder</b> Pre – Financing capacity from a banking institution of first order approved by the Ministry in charge of finance, <b>not less than 75%</b> of the amount required in the offer.
B.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).

## ENVELOPE C: FINANCIAL OFFER

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

### 5) Currency of bid and settlement

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

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

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

The contract prices are firm and no-revisable.

### 6) Submission of Bids:

Each offer drafted in English or French in 07 (Seven) copies including 01 (one) original and 06 (six) copies marked as such, should reach the Service of Award Mbiame Council not later than **12/04/2022 at 10 am** local time. It should be labelled as follows

**“OPEN NATIONAL INVITATION TO TENDER**



TO BE OPENED ONLY DURING THE BID OPENING SESSION"



## **7) EVALUATION OF TENDERS**

### **7.1. Opening of bids**

The bids shall be opened in single phase. The opening of the administrative documents and the Technical and Financial offers shall take place on the **12/04/ 2022 at 11am** local time, by the Mbiame Council Internal Tender Board in the conference hall

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

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

### **7.2. Clarification on the bids**

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

### **7.3. Examination of bids**

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

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

### **7.4. Evaluation and comparison of bids**

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

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

#### **7.4. 1. Technical evaluation**

##### **7.4.1. 1. Eliminary criteria**

Eliminary criteria will focus on the following aspects:

- Absence of bid bond
- False declaration or forged document
- Non compliance with major technical specifications (to be listed)
- Non-respect of X essential criteria (X being greater than or equal to 1)
- Absence of quantified unit price)
- Non compliance with the model bid
- Technical assessment mark lower than **80%** of "Yes".
- Suspension of the enterprise

##### **7.4.1. 2 Essential criteria**

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

- General presentation of the tender files;
- References of the company in the similar achievements;
- Experience of supervisory staff ;



- Logistics;
- Methodology;
- Financial capacity;
- Attestation of site visit signed by the company administrator or their representatives;
- Report of site visit signed by the company administrator
- The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped).
- The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped);
- Pre – Financing capacity **not less than 75%** of the amount required in the offer

#### **7.4.1.3 Main qualification criteria**

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

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

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

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

#### **A) The company's references:**

Similar works in the past 5 years The bidder shall justify its turnover either by a document from an expert or by submitting documents that can be used to appreciate the amounts from the realizations and the quality of the work (certificate of completion and/or minutes of (provisional or final) reception and related contracts, and jobbing orders).

#### **b) Essential equipment**

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

#### **C) The qualification of site personnel:**

A works supervisor with at least the level of senior technician in civil engineering or Rural Engineering with at least three (03) years' professional experience in the domain of civil construction or similar works. (Attached a certified copy of certificate, CV, an attestation of availability signs by candidate)

A foreman with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years of professional experience in the domain of civil construction or similar works. (Attached a certified copy of certificate, CV, an attestation of availability signs by candidate)

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

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

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

#### **E) Self-financing capacity:**





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

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

#### **7.4.1. 3 Other criteria**

#### **7.4. 2. Financial evaluation**

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

#### **Award of Contract**

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

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

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

#### **10) Site Visit**

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

#### **11) Period of validity of tenders**

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

#### **12) Performance guarantee**

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

#### **13) COMMENCEMENT OF WORK:**

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

- The Project Owner (authorizing officer) .....Chairman
- The Control Engineer,.....Secretary
- The Divisional Delegate of MINMAP or his representative,.....Observer
- The Project Manager;..... Member
- The Divisional Delegate of MINEPAT or his representative;.....Member
- The Divisional Delegate of MINDDEVEL OR representative, .....Member
- The Divisional delegate of Environment or his representative .....Member
- The Contractor or his representative..... Member





## **DOCUMENT N°. 4: SPECIAL ADMINISTRATIVE CONDITIONS**



# **SPECIAL ADMINISTRATIVE CLAUSES (SAC)**

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- Article 2 - Award procedure
- Article 3 - Definitions and duties (article 2 of GAC supplemented)
- Article 4 - Language, applicable laws and regulations
- Article 5 - Constituent documents of the contract (article 4 of GAC)
- Article 6 - General Applicable Texts
- Article 7 - Communication (GAC articles 6 and 10 supplemented)
- Article 8 - Administrative Orders (article 8 of GAC supplemented)
- Article 9 - Contracts with conditional phases (article 15 of GAC)
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### **CHAPTER II: FINANCIAL CLAUSES**

- Article 11 - Guarantees and securities (articles 29 and 41 of GAC supplemented)
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- Article 25 - Role and responsibilities of the Project Owner (GAC supplemented)
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- Article 28 - Provision of documents and site (article 42 of the GAC)
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- Article 31 - Organization and security of sites (article 50 of GAC)
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Article 40 - Termination of the contract (article 74 of GAC)

Article 41 - Force majeure (article 75 of GAC)

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

Article 43 - Differences and Disputes

Article 44 - Production and dissemination of this contract

Article 41 and last: Entry into force this jobbing order



## **CHAPTER 1: GENERAL PROVISIONS**



## ARTICLE 1: SUBJECT OF CONTRACT:

The Subject of the present jobbing order is the MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO in Mbiame Council Area Bui Division.

## ARTICLE 2: AWARD PROCEDURE

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

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

### 3.1 General definitions (cf. Code)

- The Contracting Authority shall be the **Mayor of MBIAME COUNCIL**; He ensures the preservation of originals of contract documents and the transmission of copies to ARMP through the focal point designated to this effect.
- The authority in charge of the effective execution of the works: The **Divisional Delegate of Public Contracts for Bui**
- The Control Engineer shall be. The **Divisional Delegate of Public Works Bui** hereinafter referred to as the Engineer
- The Project Owner shall be the **Lord Mayor Mbiame Council**. He represents the beneficiary administration of the works. [Authorising Officer].
- **The Project Manager** shall be the **Council Development Officer Mbiame Council**
- The contractor shall be X

### 3.2 Security

- The authority in charge of ordering payment shall be: **The Administrator of Road Fund (Administrateur Fond Routeir)**.
- The authority in charge of the clearance of expenditures shall be **The Administrator of Road Fund (Administrateur Fond Routeir)**.
- The body or official in charge of payment shall be the **Road Fund**.
- The official competent to furnish information within the context of execution of this contract shall be the **Mayor of MBIAME COUNCIL**.

### 3.3 Duties of the Control Engineer, Project Manager

- i. Missions; To ensure the qualitative and quantitative execution according to the terms of this contract and the respect of time limits

## ARTICLE 4: LANGUAGE APPLICABLE LAWS AND REGULATIONS

- 4.1 The language to be used shall be either English or French
- 4.2 The contractor shall be bound to observe the law, regulations and ordinances in force in Cameroon both within his own organization and in the execution of the contract.

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

## Article 5: CONSTITUENT DOCUMENTS OF THE CONTRACT

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

- 1) The Bid or commitment letter;
- 2) The bidder's tender and its annexes in all provisions not contrary to the Special Administrative Conditions (SAC) and the Special Technical Conditions (STC) hereunder;
- 3) The Special Administrative Conditions (SAC);
- 4) The Special Technical Conditions (STC);





- 5) The particular element necessary for the determination of the contract price, in order of priority are the unit price schedule, the detail of lump sum prices and detailed estimates break down of the lump sum prices;
- 6) Plans, calculation notes, trial documents, geotechnical documents,
- 7) The General Administrative Conditions applicable on public works contracts that went into effect by Order No. 033/CAB/PM of 13 February 2007;
- 8) The General Technical conditions shall be applicable to the services forming the subject of the jobbing order.

#### **ARTICLE 6: GENERAL APPLICABLE TEXTS**

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

- Framework Law No. 96/12 of 5 August 1996 on the management of the environment;
- The Mining Code;
- 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;
- The Decree N ° 2018/366 of 20 June 2018 to institute the Public Contracts Code;
- Decree No. 2012/075 of 8 March 2012 to organise the Ministry in charge of Public Contracts;
- Circular No. 001/CAB/PR of 19 June 2012 relating to the award and control of execution of Public Contracts;
- Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
- The circular N° 00456/C/MINFI of 30<sup>th</sup> December 2021 on instructions relating to the execution of the finance law, the monitoring and execution of the State Budget, Administrative, Public Establishment, Regional and local Authorities for the financial Year;
- Unified Technical Documents (DTU) for building works;
- Applicable standards;
- Other instruments specific to the domain concerned with the contract.

#### **Article 7: COMMUNICATION**

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

#### **ARTICLE 8: ADMINISTRATIVE ORDERS**

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



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

Upon proposal by the Project Owner, Administrative Orders with an incidence on the objective, the amount and execution deadline shall be signed by Contracting Authority and notified by the Project Owner to the Contractor with a copy to the Contracting Authority, the Contract Manager, the Control Engineer, the Project Manager and the Paying Body. The prior endorsement of the Paying Body shall possibly be required before the signature of those that have an incidence on the amount.

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

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

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

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

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

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



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

## CHAPTER 2: FINANCIAL CONDITIONS

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

#### 11.1 Final bond

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

It is constituted and transmitted to the Contracting Authority within a maximum deadline of twenty (20) days of the notification of the contract. This document shall be issued by a first rate-bank or an insurance company approved by the Ministry in charge of Finance in conformity with COBAC conditions

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

#### 11.2 Performance bond (Guarantee Retention)

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

The return or release of the retention fund or security shall be done within one month after final acceptance by release issued by the Contracting Authority upon request by the contractor or the entire amount of Guarantee Retention could be paid to the contractor upon presentation of a caution issued by a first rate-bank or an insurance company approved by the Ministry in charge of Finance in conformity with COBAC conditions.

#### 11.3 Guarantee of start-off advance

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

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

### ARTICLE 12: AMOUNT OF THE CONTRACT

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

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

### ARTICLE 13: PLACE AND METHOD OF PAYMENT



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

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

#### **ARTICLE 14: PRICE VARIATION (Article 20 of GAC)**

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

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

1.1 Price updating modalities (not applicable)

#### **ARTICLE 15: EVALUATION OF WORK DONE**

The work done shall be evaluated using the unit price.

#### **ARTICLE 16: ADVANCES (article 28 of the GAC)**

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

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

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

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

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

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

##### **17.1 Establishment of works executed**

Before the 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.

##### **17.2 Monthly detailed account**

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

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

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



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

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

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

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

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

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

### **ARTICLE 18: PENALTIES FOR DELAY**

#### **A. Penalties for lateness.**

##### **18.1 The amount set for penalties for delays is set as follows:**

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

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

#### **B. Specific penalties.**

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

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

### **ARTICLE 19: FINAL DETAILED ACCOUNT (article 34 of the GAC)**

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

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

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

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

### **ARTICLE 20: GENERAL AND FINAL DETAILED ACCOUNT (article 35 of the GAC)**

20.1 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 contract or definitely binds the two parties puts an end to the contract, except with regard to interest on overdue payments.

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

## **ARTICLE 21: TAX AND CUSTOMS SCHEDULE**

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

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

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

## **ARTICLE 22: REGISTRATION AND STAMP DUTY**

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

## **CHAPTER III: EXECUTION OF THE WORKS**

### **ARTICLE 23: NATURE OF THE WORKS (article 46 of GAC)**

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

### **ARTICLE 24: ROLE AND RESPONSIBILITIES OF THE PROJECT OWNER (GAC supplemented)**

24.1 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.

24.2 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 25: EXECUTION TIME-LIMIT OF THE CONTRACT (article 38 of the GAC)**

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

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



## **ARTICLE 26: ROLES AND RESPONSIBILITIES OF THE CONTRACTOR**

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

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

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

## **ARTICLE 27: PROVISION OF DOCUMENTS AND SITE (article 42 of the GAC)**

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

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

## **ARTICLE 28: INSURANCE OF STRUCTURES AND CIVIL LIABILITIES (article 45 of GAC)**

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

- Liability insurance, business manager;
- Comprehensive insurance of the site;

## **ARTICLE 29: DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR (Article 49 of the GAC supplemented)**

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

### **29.1 Programme of works, Quality Assurance Plan and others (to be specified).**

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

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

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

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



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

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

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

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

## **29.2 Execution draft**

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

**29.3** 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 30: ORGANISATION AND SAFETY OF SITES (article 50 of the GAC)**

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

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

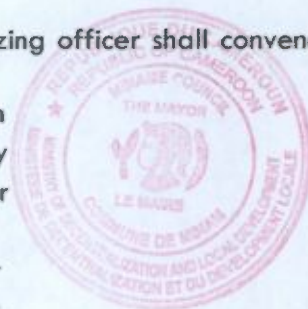
## **ARTICLE 31: IMPLEMENTATION OF STRUCTURES**

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



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

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



## **ARTICLE 32: SUB-CONTRACTING**

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

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

## **ARTICLE 33: WORKS SITE JOURNAL (LOG BOOKS)**

33.1 The worksite journal shall be systematically jointly signed by the Engineer and the Contractor's representative each site visit.

33.2 It is a joint document in a single copy. Its pages shall be numbered and initialled. No page should be removed. The erased or cancelled parts shall be mentioned on the margin for validation.

## **Article 34: Use of explosives (article 60 of the GAC)**

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

# **CHAPTER IV: ACCEPTANCE**

## **ARTICLE 35: PROVISIONAL ACCEPTANCE (article 67 of the GAC)**

### **36.1 PRE- ACCEPTANCE OPERATIONS**

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

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

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

- The Contract Engineer..... (Secretary)
- The Contractor or his Representative..... (Member)
- The Project Manager .....(Member)

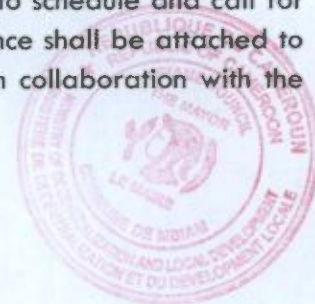
During this pre-reception, the engineer shall eventually specify the reserves to be lifted and the corresponding works to be effected before the reception. The Engineer shall fix the reception date in collaboration with the chief of service for the contract.



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

The acceptance commission shall comprise:

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



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

#### **ARTICLE 36: DOCUMENTS TO BE FURNISHED AFTER EXECUTION**

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

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

#### **ARTICLE 37: GUARANTEE TIME LIMITS**

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

#### **ARTICLE 38: FINAL ACCEPTANCE**

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

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

### **CHAPTER V: MISCELLANEOUS PROVISIONS**

#### **ARTICLE 39: TERMINATION OF THE CONTRACT (article 74 of the GAC)**

The jobbing order may be terminated as provided for in Article 182 of Decree No. 2018/366 of 20 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 case of:

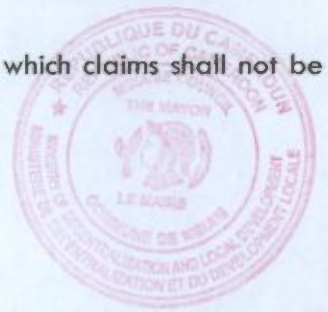
- Delay of more than fifteen (15) days in the execution of a Service Order or unjustified stoppage of more than seven (7) calendar days;
- Delay in work resulting in penalties of more than 10% of the amount of the works;
- Refusal to repeat poorly executed works;
- Default by the contractor;
- Persistent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

#### **ARTICLE 40: FORCE MAJEURE (Unforeseen Circumstances)**



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

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



**ARTICLE 41: DISAGREEMENTS AND DISPUTES (article 79 of the GAC)**

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

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

**ARTICLE 42: DIFFERENCES AND DISPUTES**

Any dispute arising from this jobbing order shall be resolved amicably. Failure to arrive at a compromise, the matter shall be referred to the competent court in Bui Division of the Republic of Cameroon.

**ARTICLE 43: PRODUCTION AND DISSEMINATION OF THIS CONTRACT**

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

**ARTICLE 44 AND LAST: ENTRY INTO FORCE OF THIS JOBBING ORDER**

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





**DOCUMENT N<sup>o</sup>. 5**  
**SPECIAL TECHNICAL CONDITIONS (STC)**



# SPECIAL TECHNICAL SPECIFICATIONS

## 1 - GENERALITIES

### TECHNICAL SPECIFICATIONS

This technical description of estimates is intended to define the content of the MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO in Mbiame Council Area,

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 contract.

#### CHAPTER I: GENERAL DISPOSITIONS

##### Article 1: OBJECT OF THIS DOCUMENT

This book of technical specification of works schedule is aimed at setting the rules and techniques of construction of infrastructures in the zone of intervention of the public works projects. It is simplified and indicates the procedure of work envisaged for road rehabilitation

##### Article 2: CONSISTENCE OF WORK

The complete project comprises the following lots:

Lot 000: Installation ;

Lot 100: Clearing/Earth Works ;

Lot 200: Other works ;

#### CHAPTER II: ORIGIN AND QUALITY OF MATERIALS

##### Article 4: Origin of materials

- The fine and coarse aggregates shall either be from a river or quarry crushed and has to be approved by the project engineer.
- The necessary borrow pits shall be those indicated by the project engineer
- If need be, the contractor may choose other borrow pits and submit them for the approval of the project engineer.
- When a borrow pit chosen by a contractor has been approved, he shall run the necessary identification tests prescribed by the project engineer.
- The contractor may start exploiting an identified quarry only if the supervising Engineer has carried out quality control and given his authorization.
- The Project engineer may withdraw the authorization at any time once the quarry no longer provides good quality material. In that case, the contractor cannot claim any compensation.
- Bush clearing, top soil removal and tree felling required for the exploitation of borrow pits shall be at the expense of the contractor and shall not be paid for as of right.

##### Article 5 : Quality of materials :

###### 5.1 Fill Adjacent to Structures

Fill adjacent to structures shall meet the following basic specifications:

- No particle shall have a dimension above 50 mm;
- The Plasticity Index (PI) shall be below 30.

Moreover, fill shall be free of organic elements and be of well graded laterite identified and approved by the project engineer.

###### 5.2 Materials for mortar and concrete

- Fine aggregate (Sand):





The nature and origin of sand shall be subjected to the Project engineer's approval. It shall be obtained from rivers or through crushing. The sand component shall be more than 80% and the very fine constituents eliminated by settling shall be less than 4%.

➤ **Coarse aggregate (Gravel):**

Aggregate shall be obtained from deposits or quarries chosen by the contractor, and approved by the project engineer. It shall be clean (constituents eliminated through settling shall be less than 2%). Aggregate shall be well graded. The gravels (5/15 or 15/25) shall be clean and well graded with very fine elements settlement of less than 2%.

➤ **Cement:**

Cement shall be of CPA 325 class and be obtained from an approved factory.

➤ **Reinforcement rods:**

The reinforcement steel for reinforced concrete shall be of type HA FeE400 for the main reinforcement steel rods and round-smooth RL E235 for the stirrup rings.

Any fill material for the foundation and the surroundings structures shall have no particle dimension above 50mm and with plasticity index of less than 35. Fill materials shall also be free from organic elements and shall have a good granularity grading. No black vegetable soil shall be accepted for backfilling.

**a) CONCRETE:**

-**Ordinary concrete** specifically lean concrete shall be 5cm thick and laid all-round the excavated foundation trenches before the stone/block work is carried out and dosed at 150kg/m<sup>3</sup>.

- **Mass concrete** shall be 8cm thick laid over the entire floors and paved area between walls and gutters at 300kg/m<sup>3</sup>.

NB: The external veranda shall be 5cm below the level of the internal floor with 2% slope.

-**Reinforced concrete** shall be specifically for pillars, beams damp proof course (DPC), lintels and ring beams and their mixture shall be in a proportion of 350kg/m<sup>3</sup>.

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

**b) Laterite**

All materials used for backfilling and filling shall be free from deleterious material subject to termite attack, rot, decay or corrosion, or objects which would prevent soiled compaction.

Materials for backfill and fill in various locations shall be as follows: -

- a. For interior, under paving, Use sand or an approved, properly graded mixture of sand and gravel. Foundry Sand shall not be used.
- b. For exteriors, under paving, Use excavated material free from top oil, or other materials approved by the architect.

### CHAPTER III: EXECUTION OF WORKS

➤ **Generalities.**

**- Security**

The contractor shall be required to place at the entrance of the project site and in its vicinity; signboards' indicating that work is ongoing and shall be responsible for any accident that occur on the project site and/or suffered by a third party, the staff and employees as a result of their presence on the project site. Organization of work and security on the project site shall be the responsibility of the contractor. The contractor shall also be expected to recruit guards to maintain security during the day and night at the project site.

**- Traffic**

The contractor shall be responsible for ensuring that a deviation is created such that traffic is not obstructed on the entire stretch of the project site throughout the period of work up till provisional reception if the road was originally passable by traffic.

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

**- Work schedule - execution programme**

The Contractor shall provide an execution programme and a work schedule which shall be followed up daily and especially updated after precise definition of works and the execution documents.

➤ **PRELIMINARY WORKS**

Preliminary works shall include:



- Reports drawn up by both parties of trees to be felled and the surface area to be cleared and deforestation required, then execution of such tasks.
- Positioning of the actual location of the bridge.

#### ➤ DEFINITION WORKS

After the general clearance of the site from the report drawn up during the preliminary visit, the contractor and the project engineer shall carry out a penetrometer test (bearing capacity test) to determine the actual depth at which the footing of the bridge would commence and there after a report shall be signed on the basis of the final working document.

#### ➤ EXECUTION DOCUMENTS

After definition of the works described by the Project engineer, the contractor shall prepare five copies of the following performance documents, in accordance with the contract documents and submit them to the project engineer within a period of at least 15 days before any start and performance of corresponding works.

- Site log book
- Site minutes book
- Quantities corresponding to works.
- Registered JO
- Work program

#### ➤ SITE INSTALLATIONS:

This should be done at least at 500m from an existing river and consist of:

The installation of personnel and site huts necessary for the accomplishment of the works closer to the site;

The fabrication of 02 project information boards to be placed at the two ends of road project;

The fabrication of small site signalization boards.

The project information boards have to be in conformity with the project model.

Site installation also consists of the putting in place, areas for the repair or maintenance and parking of equipment. Installations for personnel and even equipment should be situated where the equipment/materials will be secured and also where it will ease execution of work. The production of documents site log books, project technical working documents (to be produced in four copies and submitted to the project controllers for approval at the start of the project) and the as-built or as-constructed project documents (to be produced in four copies and submitted to the project controllers for approval at the end of the project), are also part of this present price.

#### ➤ MOBILISATION AND DEMOBILISATION OF EQUIPMENT:

This shall consist of transporting all the equipment to the site at the start of works and the removal of this equipment at the end of the works.

#### ➤ CLEARING OF ROADS SIDES (CUTTING OF GRASS)

- the clearing, the pulling up of grasses, undergrowth, plantations and hedges on the influence of the verges, the side ditches and the slopes,
- demolition, clearing, the removal of the roots, the cutting up of the trees whose diameter is less than 20 cm,
- the pruning of the trees except influence,
- the collecting, removal, transport, evacuation of the trees, shrubs, stocks and their placing on tip out of the influence in a place approved by the Project supervisor,
- the removal of the products of clearing out of the ditches, its loading, its transport whatever the distance, its unloading and its provisional or final placing on tip in a place approved by the Project supervisor,
- all possible compensations for the residents,

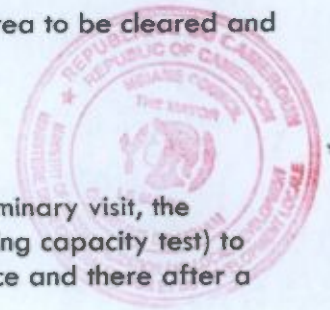
#### ➤ FILLING FROM BORROW PIT OR FROM CUTS:

These works shall comprise of:

Provision of selected material (laterite) from an approved borrow pit or cut from road talus of good quality agreed by the project team;

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

Watering of the road surface containing the material and





Compaction of the material with a cylinder compactor up to obtaining a compaction of 95%OPM and a thickness of 20cm as the case may be. Note: the compaction of the rad will be done using local means. The approval of the material and the borrow pits or talus cuts shall be done as work proceed by the project team. At the end of this activity, the road surface should be moulded with a slope of 3% and shall present a convex (curved outwards) shape to avoid water stagnation and enable drainage of the water into the road side gutters for onward free flow evacuation.

➤ **CREATION OF ROAD SIDE DITCHES AND OUTLETS:**

This task shall consist of creating road side ordinary or earth ditches into existing ditches or into existing road side structures and creating outlets from ditches to about 20m long into the verges of the road. This task shall be realized mechanically or manually depending on the area of work and outlets should be created at least at every 100m with a slope of at least 5% provided.

➤ **SHAPING OF THE ROAD PLATFORM:**

This activity consists of the opening up of the enclaved section of the road to the requested largeness of 5m, the cut and fill of some portions, shaping of the platform through cut or fill to the required slope manually.

➤ **CLEANING OF EXISTING DITCHES AND OUTLETS:**

This activity shall comprise:

The Cleaning of existing road side ordinary ditches and outlet to about 20m long out of the road surface. At the end of this activity, the road surface should be moulded with a slope of 3% and shall present a convex (curved outwards) shape to avoid water stagnation and enable drainage of the water into the road side gutters for onward free flow evacuation. The cleaning of the existing ditches and outlets can be done mechanically or manually to remove all solid obstacles while providing a free flow slope of at least 3% in the ditches for water evacuation.

➤ **CLEANING OUT OF THE EXISTING STRUCTURES:**

- It will consist with the release of any vegetable remains, sand, ground deposit and any other object encumbering these works on a distance of the 10 m;
- Work will be carried out with the hand and the materials coming from the clearings out will be evacuated out of the influence of the work in sites agreed by the work supervisor;

➤ **PROTECTION OF THE ENVIRONMENT AND MANAGEMENT OF CIRCULATION:**

The environmental protection will be assured and strictly in conformity with the regulation in force and CCPT.

➤ **MAINTENANCE OF CIRCULATION**

In the working areas where any deviation is not possible, work will be carried out in half-roadway in order to maintain circulation.

Thus, at least two traffic signs would be set up on both sides working area.

The principle of the flags would be used to have a circulation alternated on the free half-roadway. The council shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till acceptance of works. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the council.

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

➤ **CONSTRUCTION AND MANAGEMENT OF RAIN GATES**

This task relates to the construction of the rain gates if necessary in accordance with the standard plan in order to ensure the protection of the roads during and after the rainfall.

The management of the rain gates includes the recruitment of the Barrier Guards by the Mbiame Council, their training shall be the sole responsibility of the contractor as well as the purchase of the small equipment (Torches, pens, log books, whistles...). The payment of Barriers Guards wages is the responsibility of the Contracting Authority (during all the duration of the work).





**DOCUMENT N°. 6**  
**SCHEDULE OF UNIT PRICES**



**UNIT PRICE SCHEDULE FOR THE MAINTENANCE OF THE STRETCH OF ROAD KOVKI  
JUNCTION-TIWONG PHASE TWO IN MBIAME COUNCIL AREA**

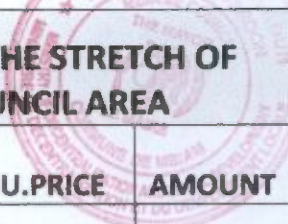
No	DESIGNATION	UNIT	UP IN FIGURES	UP IN WORDS
	<b>SERIES 000: INSTALLATIONS</b>			
1	Installation of site	FF		
2	Bringing /folding-up equipment	FF		
	<b>SERIES 100: CLEANING AND EARTHWORKS</b>			
101	Bush clearing on both sides of the stretch	m <sup>2</sup>		
102	Filling and compaction with laterites from borrow pit	M3		
103	Cut and fill of the platform	M3		
104	Grading, creation of ditches , offshoots and putting in form of the platform	km		
	<b>SERIES 300: OTHER WORKS</b>			
201	Panels of the type A to C	U		
202	Construction of rain gates	U		
203	Cleaning of culverts	U		





**DOCUMENT N°. 7**  
**BILL OF QUANTITIES AND ESTIMATES**





BILL OF QUANTITIES AND ESTIMATES FOR THE MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN MBIAME COUNCIL AREA					
No	DESIGNATION	UNIT	QTY	U.PRICE	AMOUNT
	<b>SERIES 000: INSTALLATIONS</b>				
1	Installation of site	FF	1		
2	Bringing /folding-up equipment	FF	1		
	<b>TOTAL SERIES 000</b>				
	<b>SERIES 100: CLEANING AND EARTHWORKS</b>				
101	Bush clearing on both sides of the stretch	m <sup>2</sup>	44,000		
102	Filling and compaction with laterites from borrow pit	M3	10320		
103	Cut and fill of the platform	M3	4200		
104	Grading, creation of ditches , offshoots and putting in form of the platform	km	13.8		
	<b>TOTAL SERIES 200</b>				
	<b>SERIES 300: INDICATION, SAFETY EQUIPMENTS</b>				
201	Panels of the type A to C	U	2		
202	Construction of rain gates	U	2		
203	Cleaning of culverts	U	10		
	<b>Sous total 300</b>				
	<b>TOTAL GENERAL HORS TAXES</b>				
	<b>TVA 19.25%</b>				
	<b>AIR 5.5 or 2.2%</b>				
	<b>TOTAL TTC</b>				
	<b>NET A MANDATER</b>				

This present estimate is closed at the sum of \_\_\_\_\_ F.C.F.A all taxes included





**DOCUMENT N° 8**  
**FRAMEWORK OF SUB DETAIL OF PRICES**



# UNIT PRICE BREAKDOWN



<b>DESIGNATION</b> :Studies and site installation					
No	Daily out put	Total quantity	Unit	Duration activity	of
WORKMAN SHIP	Category	No	Daily wage	Days break up	Amount
TOTAL A					
EQUIPMENT/MECHINES	Type	No	Daily rate	Days break up	Amount
TOTAL B					
MATERIAL AND MISCELLANEOUS	Type	Unit	Unit cost	Quantity	Amount
TOTAL C					
D	DIRECT TOTAL COST			A+B+C	
E	GENERAL SITE EXPENSESES			Dx%	
F	GENERAL OFFICE EXPENSES			Dx%	
G	NET COST			D+E+F	
H	RISK + BENEFITS			Gx%	
P	TOTAL COST (HT)			G+H	
V	UNIT COST (HT)			P/Q'TY	





**DOCUMENT N° 9**  
**MODEL JOBBING ORDER**



**REPUBLIC OF CAMEROON**  
*Peace-work-fatherland*  
**MINISTRY OF DECENTRALISATION  
 AND LOCAL DEVELOPMENT**

North West Region  
 Bui Division  
**MBIAME COUNCIL**  
 P.O. Box 155 Kumbo, Mbven Sub Division  
 Tel:

info@mbiamecouncil.org  
 e-mail:mbiamecouncil@yahoo.com  
 website:mbiamecouncil.org



**REPUBLIQUE DU CAMEROUN**  
*Paix-Travail-Patrie*  
**MINISTRE DE LA DECENTRALISATION  
 ET DU DEVELOPPEMENT LOCAL**

Region du Nord-Ouest  
 Department de Bui  
**COMMUNE DE MBIAME**  
 P.O. Box 155 Kumbo, Arrondissement de Mbven  
 Tel:

info@mbiamecouncil.org  
 e-mail:mbiamecouncil@yahoo.com  
 siteweb:mbiamecouncil.org

## **MBIAME COUNCIL INTERNAL TENDERS BOARD.**

**JOBGING ORDER NO. \_\_\_\_\_/JO/MINDDEVEL/MC/MCITB/2022 OF \_\_\_\_\_ 2022 FOR THE  
 MAINTENANCE OF.....**

**Awarded after an Open National Invitation to Tender**

**N° 03/ONIT/ MINDDEVEL/MC/MCITB/2022 OF 18/03/2022 FOR THE MAINTENANCE OF THE STRETCH  
 OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN MBIAME COUNCIL AREA, BUI DIVISION, NORTH  
 WEST REGION**

**HOLDER (ETS ADDRESS): .....**  
**P.O BOX ..... TEL.....FAX: .....**  
**TRADE REGISTER N°(N° R.C.): .....**  
**TAX PAYER N°: .....**  
**BANK ACCOUNT N°: .....AT..... (BANK)**  
**AGENCY OF: .....**  
**SUBJECT: .....**  
**EXECUTION DEADLINE: .....**  
**AMOUNT IN FCFA:**

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

**FINANCING: .....**  
**BUDGET HEAD: .....**  
**LOCATION: .....**

**ENTERED ON: \_\_\_\_\_**  
**SIGNED ON: \_\_\_\_\_**  
**NOTIFIED ON: \_\_\_\_\_**  
**REGISTERED ON: \_\_\_\_\_**



**BETWEEN:**

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



**ON THE ONE PART,**

**AND**

**Enterprise .....**

Whose head office is at .....

Hereinafter referred to as the "Contractor"

Represented by its Director, Mr./Ms .....

Address: P.O. Box ..... Tel ..... Fax .....

Business Registry No .....

Tax Payers' Card No .....

**ON THE OTHER PART**

**IT IS HEREBY AGREED AND ORDERED AS FOLLOWS:**

**SUMMARY**



**Part I: Special Administrative Clause (SAC)**

**Part II: Special technical Clauses (STC)**

**Part III: Schedule of Unit Prices**

**Part IV: Details or Estimates**





Page ..... and last of Jobbing Order No ...../JO/MINDDEVEL/MC/MCITB/2022 awarded  
after an Open National Invitation to Tender No 03/ONIT/ MINDDEVEL/MC/MCITB/2022.  
With .....



FOR THE MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN  
MBIAME COUNCIL AREA, BUI DIVISION, NORTH WEST REGION

**EXECUTION DEADLINE:** FOUR (05) MONTHS

**AMOUNT OF JOBBING ORDER IN FCFA:**

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

**Read and accepted by the Contractor**

MBIAME ..... (date)

**Signed by the ADMINISTRATOR ROAD FUNDS**

Yaoundé ..... (date)

**Signed by the LORD MAYOR MBIAME COUNCIL**

MBIAME..... (date)

**Registration**





**DOCUMENT N° 10**  
**FORMS AND MODELS TO BE USED**



## **TABLE OF MODELS**



Annex No. 1: Model tender

Annex No. 2: Model bid bond

Model No. 3: Model final bond

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

Model No. 5: Model retention fund

Annex No. 6: Schedule framework



## Annex N°. 1: Model tender



I, the undersigned \_\_\_\_\_ [indicate the name and capacity of signatory]

Representing the \_\_\_\_\_ company or enterprise or group<sup>1</sup> with head office at \_\_\_\_\_

registered in the trade register of \_\_\_\_\_ under the number No \_\_\_\_\_

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

[recall the subject of the invitation to tender]

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

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

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

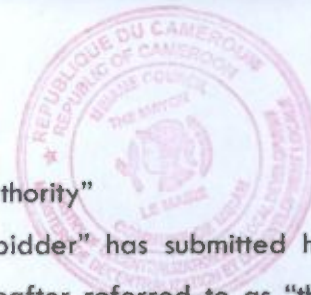
Signature of.....in the  
capacity of.....duly authorised to  
sign the tenders on behalf  
of<sup>2</sup>.....

<sup>1</sup> Delete where necessary

<sup>2</sup> Attach the Power of Attorney



## ANNEX N°. 2: MODEL BID BOND



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

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

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

The conditions of this commitment are as follows:

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

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_, on \_\_\_\_\_

*[Bank's signature]*

## ANNEX N°. 4: Model of start-off advance bond



Bank: reference, address \_\_\_\_\_

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

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

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

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

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

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

Signature of the bank



**ATTACHMENT No. 5: MODEL OF PERFORMANCE BOND (RETENTION FUND)**



Bank: \_\_\_\_\_

Reference of the bond: No \_\_\_\_\_

Addressed to [Indicate the Contracting Authority]

[Address of Contracting Authority]

Hereinafter referred to as "the Contracting Authority"

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

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

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

We, \_\_\_\_\_ [name and address of the bank],

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

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

[in figures and letters] corresponding to [percentage below 10 % to be specified] of the contract price<sup>3</sup>.

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

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

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

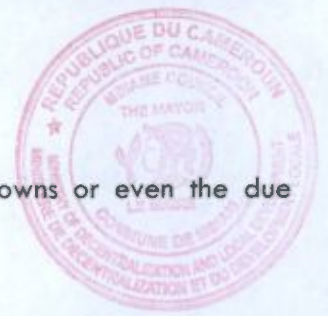
Any request for payment formulated by the Contracting Authority by virtue of this bond should be done by registered mail with acknowledgement of receipt to reach the bank during the period of validity of this commitment. This bond shall, for purposes of its interpretation and execution, be subject to Cameroon law. Cameroon courts shall be the only jurisdictions competent to rule on this pledge and its consequences.

Signed and authenticated by the bank at \_\_\_\_\_ on \_\_\_\_\_

[Signature of the bank]

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

## ANNEX N°. 6: Schedule framework



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

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

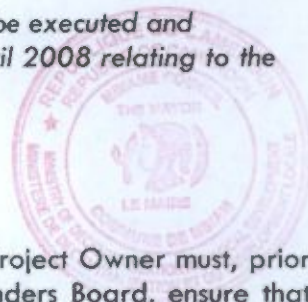
[Signature of the bank]





**DOCUMENT N° 11**  
**PRELIMINARY SITE STUDIES**

*[To be systematically filled by the Project Owner based on the nature of services to be executed and according to the specifications of Point 5.a of Circular No. 003/CAB/PM of 18 April 2008 relating to the respect of rules governing the award, execution and control of public contracts]*



### **Note on preliminary studies**

In accordance with the Public Contracts Code, the Project Owner or Delegated Project Owner must, prior to commencing the procedure to award contracts or refer to the competent Tenders Board, ensure that draft tender files are prepared based on preliminary studies.

These studies must be required during the examination of the Tender File (TF) by the Tenders Board.

The Project Owner is bound to fill the questionnaire in annex 1 accompanied by justifications of the said studies.

### **Annex No. 7: Justification of preliminary studies**

1. Attach the preliminary studies.

2. Indicate

2.1. The date studies were carried out;

2.2. The name of the public or private Project Manager

2.3. References of the contract, if Private Manager carried it out;

2.4. If maintenance works

1.4.1 Description of the studies;

1.4.2 Attach the outline of the itinerary bringing out readings of degradations as well as the approved programming documents.

1.5 Rehabilitation or new works

1.5.1 Are quantities in the quotations the same as those of the studies?

1.5.2 Description of studies: Draft Preliminary Study, Detailed Preliminary Study;

1.5.3 Attach the said studies.

N.B. For services of less scope, the Project Owner may furnish a justification of calculation of quantities of the tender file.

- The chairperson of the Tenders Board may, before taking a decision, seek expert advice on the quality of the studies.





**DOCUMENT N° 12**  
**LIST OF COMMERCIAL BANKS AND FINANCIAL**  
**INSTITUTIONS**

# **LIST OF COMMERCIAL BANKS AND FINANCIAL INSTITUTIONS AUTHORIZED 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)
5. CITI Bank
6. Commercial Bank of Cameroon (CBC)
7. Ecobank
8. National Financial Credit Bank
9. Société Camerounaise de Banque au Cameroun
10. Société Générale de Banque au Cameroun
11. Standard Chartered Bank Cameroon
12. Union Bank of Cameroon
13. United Bank for Africa.

## **II- Insurance companies**

14. Chanas Insurance;
15. Activa Insurance
16. Zenette Insurance
17. Atlantique Assurance





**DOCUMENT N° 13**  
**OTHER DOCUMENTS**



## **EVALUATION GRID**

**N° 03/ONIT/MINDDEVEL/MC/MCITB/2022 OF 18/03/ 2022 FOR THE MAINTENANCE OF THE  
STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN MBIAME COUNCIL AREA, BUI  
DIVISION, NORTH WEST REGION**

### **EVALUATION GRID FOR ELIMINATORY CRITERIA**

<b>DOC N°</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
A.1	Certified Copy of the Business Registration, not more than three months old.		
A.2	Declaration of intention to tender stamped with the tariff in force(.dated , signed And stamped by the contractor)		
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber of Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.		
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank of first order not more than three months.		
A.5	Purchase receipt of tender file issued by public treasury		
A.6	A bid bond of 2,000,000 (Two Million) CFA francs issued by a first rate-bank or an insurance company approved by the Ministry in charge of Finance in conformity with COBAC conditions		
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)		
A.8	Valid attestation for submission by the Social Insurance Fund, certifying that the bidder satisfied his obligations with respect to the aforementioned Social Insurance		
A.9	Business License, not more than three months).		
A.10	Certified Copy of a valid tax payers card, delivered by the chief of centre.		
A.11	Plan and attestation of localization signed by the taxation authorities		
A.12	Deadline for delivery higher than prescribed		
A.13	False declaration or falsified documents		
A14	Two Bids with the same personnel		



B)	EVALUATION GRID FOR ESSENTIAL CRITERIA			
N°			YES	NO
B.1	General presentation of bids			
	<div><div>➤ Properly bind.</div><div>➤ Table of content.</div><div>➤ Separators in color apart from white</div><div>➤ Order described respected</div><div>➤ Clearness of the documents</div></div>			
B.2	REFERENCES OF SIMILAR WORKS EXECUTED <div><div>➤ List of references of similar works executed. The contractor will provide evidence of similar work carried out during the last Five (05) years.</div><div>➤ Show proof of similar projects executed by presenting at least two copies of different Contracts and reception minutes (provisional reception for 2019 and 2021 projects or final reception for up to 2020 projects) and related contracts or jobbing orders first and last pages</div></div>			
B.2.1	First Reference in the domains of construction			
B.2.2	Second Reference in the domains of construction			
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF FOR EACH LOT			
B.3.1	A works supervisor with at least the level of a senior technician in civil engineering or Rural Engineering with at least three (03) Years' professional experience in the domain of civil construction or similar works. <div><div>➤ CV signed by the candidate,</div><div>➤ A certified copy of the technical diploma</div><div>➤ An attestation of availability signed by the candidate notably.</div></div>			
B.3.2	A foreman with at least the level of a technician in civil engineering or Rural Engineering with at least three (03) years of professional experience in the domain of civil construction or similar works. <div><div>➤ CV signed by the candidate,</div><div>➤ A certified copy of the technical diploma</div><div>➤ An attestation of availability signed by the candidate notably.</div></div>			
B.3	TECHNICAL PROPOSALS			
B.3.1	- The mode of execution of the works			
B.3.2	- The planning of intervention, the expected output			
B.3.3	- Measures of safety and protection of the environment			
B.3.4	- Administrative and technical organization of the enterprise			
B.4	LOGISTICS (Equipment put aside for this project)			
B.4.1	Proof of ownership of a pickup truck or van, or show proof of ability to hire			
B.4.2	Proof of ownership of a bulldozer, or show proof of ability to hire			
B.4.3	Proof of ownership of a frontend loader, or show proof of ability to hire			



B.5.4	Proof of ownership of a grader or show proof of ability to hire		
B.5.5	Proof of ownership of a compactor or show proof of ability to hire		
B.6	<b>FINANCIAL CAPACITY</b>		
B.6.1	Pre – Financing capacity from banking or institutions of first order approved by the Ministry in charge of finance, <b>not less than 75%</b> to the amount required in the offer.		
B.7	<b>ATTESTATION OF SITE VISIT AND SITE VISIT REPORT</b>		
B.7.1	Attestation of site visit signed by the contractor		
B.7.2	Site visit Report of (The bidder shall under his responsibility visit the site and gather all the information necessary for the preparation of his technical proposals signed by the contractor and justified by pictures		
B.8	The Special Administrative Clauses (SAC); (each page should be initialed and the last page signed And stamped).		
B.9	The Special Technical Clauses (STC). (Each page should be initialed and the last page signed And stamped).		

<b>EVALUATION GRID OF FINANCIAL OFFER</b>			
C.1	The bid itself according to the model attached, shall be stamped at the rate in force, dated, signed And stamped by the contractor		
C.2	Unit price schedule duly completed, with an indication of the unit price excluding VAT in words and in figures. (signed And stamped)		
C.3	Detail quantities and cost estimated (signed And stamped)		
C.4	The sub-details of prices( signed And stamped)		

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

**Main Evaluation criteria's**

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

**A/ Eliminatory criteria**

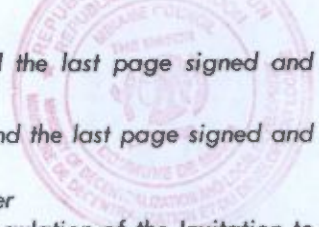
- ◆ Absence of bid bond
- ◆ False declaration or forged document
- ◆ Non compliance with major technical specifications (to be listed)
- ◆ Non-respect of X essential criteria (X being greater than or equal to 1)
- ◆ Absence of quantified unit price)
- ◆ Non compliance with the model bid
- ◆ Technical assessment mark lower than 80% of "Yes".
- ◆ Suspension of the enterprise
- ◆ Enterprises with ongoing projects for 2018/2019 fiscal year within the division

**B/ Essential criteria**

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

- General presentation of the tender files;
- References of the company in the similar achievements;
- Experience of supervisory staff ;
- Logistics (Equipment);
- Methodology;
- Financial capacity;
- Attestation of site visit signed by the contractor



- 
- *Report of site visit signed by the Contractor*
  - *The Special Technical Clauses (STC). (Each page should be initialed and the last page signed and stamped);*
  - *Special Administrative Clauses completed (each page should be initialed and the last page signed and stamped);*
  - *Pre – Financing capacity greater or equal to the amount required in the offer*
- The essential criteria are subjected to minima whose detail is given in the Special Regulation of the Invitation to tender (RPAO).*

#### **C/ Main qualification criteria**

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

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

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

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

## MODEL ATTESTATION OF SITE VISIT



I the undersigned .....

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

**Has actually visited the site which is going to receive the structure relative  
TENDER N° 03/ONIT/MINDDEVEL/MC/MCITB/2022 OF 18/03/2022**

**FOR THE MAINTENANCE OF THE STRETCH OF ROAD KOVKI JUNCTION-TIWONG PHASE TWO IN  
MBIAME COUNCIL AREA, BUI DIVISION, NORTH WEST REGION**

The interested person declares:

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

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

Date .....

Stamp of enterprise

Signature and Names of the Contractor.



# SITE VISIT REPORT



Name of School .....

Name of Enterprise .....

1. CONTEXT OF THE PROJECT
2. GEOGRAPHICAL SITUATION
3. STATE OF THE SITE
4. PHOTOGRAPHS OF THE SITE

Date.....

Name of Enterprise: .....

Stamp and signature of enterprise