

REPUBLIQUE DU CAMEROUN
Paix – Travail – Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE LA MEZAM

COMMUNE DE BAMENDA III

**COMMISSION INTERNE DE PASSATION
DES MARCHES DE LA COMMUNE DE
BAMENDA III**

PROJECT OWNER: THE MAYOR OF BAMENDA III COUNCIL

CONTRACTING AUTHORITY: THE MAYOR OF BAMENDA III COUNCIL

TENDER'S BOARD: BAMENDA III COUNCIL INTERNAL TENDER'S BOARD



REPUBLIC OF CAMEROON
Peace – Work – Fatherland

NORTH-WEST REGION

MEZAM DIVISION

BAMENDA III COUNCIL

**BAMENDA III COUNCIL INTERNAL
TENDER'S BOARD**

OPEN NATIONAL INVITATION TO TENDER
N° 009/ONIT/NWR/BIIIC/BIIICITB/2022 OF 31 MAI 2022
**FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN
GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM
DIVISION OF THE NORTH WEST REGION.**

By Emergency Procedure.

**FUNDING: MINTP BUDGET (ROAD FUND) 2022
IMP**

CONTENT OF THE TENDER DOCUMENT (TD)

Doc 1:Tender notice (TN) (English and French version)

Doc 2:General Rules of the Tender Document (GRTD)

Doc 3:Specific Rules of the Tender Document (SRTD)

Doc4: The special Administrative Clause document (CCAP)

Doc5: The Technical Specifications document (CPT)

Doc6: Schedule of Unit Prices (BPU)

Doc7: Schedule of the Bill of Quantities and Cost Estimates (DQE)

Doc8: Frame Work of breakdown of Prices

Document No. 9: Draft Contract

Document No. 10: Model documents to be used by bidders

10.1 Model of tender letter ;

10.2 Model of Bid Bond (Temporary Bank guarantee for tender) ;

10.3 Model of final bid bond (final bank guarantee) ;

10.4 Model of bank guarantee for the restitution of start-up advance ;

10.5 Model of The Attestation of site visit;

10.6 Model of Information on the proposed key personnel to be
deployed ;

10.7 Recapitulative Model form for the company references ;

10.8 Model form for power of attorney (in case of joint ventures) ;

10.9 Model form of agreement for joint-venture ;

Document No. 11: Noting sheet for the Technical Bid;

Document No. 12: List of banking establishments and financial bodies authorised to
issue bonds for public contracts.

Document No. 1: Tender Notice

Document1.a

ENGLISH VERSION

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE LA MEZAM

COMMUNE DE BAMENDA III

COMMISSION INTERNE DE PASSATION
DES MARCHE DE LA COMMUNE DE
BAMENDA III



REPUBLIC OF CAMEROON

Peace – Work – Fatherland

NORTH-WEST REGION

MEZAM DIVISION

BAMENDA III COUNCIL

BAMENDA III COUNCIL INTERNAL
TENDER'S BOARD

OPEN NATIONAL INVITATION TO TENDER
N° 009/ONIT/NWR/BIIIC/BIIICITB/2022 OF 31 MAI 2022
FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN
QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF
THE NORTH WEST REGION By Emergency Procedure.

FUNDING: MINTP BUDGET (ROAD FUND) 2022
IMP

The **Mayor of Bamenda III Council**, CONTRACTING AUTHORITY, initiates on the behalf of the Republic of Cameroon, an Open National Invitation to tender for the realization of the operation mentioned above.

1. Purpose of the Tender File :

The purpose of the tender is the FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION. By Emergency Procedure.

2. ALLOTMENT:

The works subject to this invitation to tender are presented in ONE lot, following the itinerary described below:

LOT	Stretch of road	Council concerned	Road nomenclature	Distance (Km)	Previewed Budget (TTC)	Duration (months)
1	INTER NEW ROAD - TOWN GREEN QUARTER	Bamenda III	CR	3.5	70 000 000	4
	TOTAL			3.5	70,000,000	4

1. Description of Works :

These works comprise the following descriptions:

LOT 100 INSTALLATION

- 101 Installation of the site
- 102 Mobilisation and demobilisation of equipment

LOT 200 EARTH WORK

- 201 Grass clearing
- 204 Grading of the road with ditches and offshoot
- 205 Fill with laterite from borrow pit
- 206 moulding of the road surface

LOT 300: DRAINAGE

- 301 Supply and putting in place of metallic culvert ø800mm
- 302 Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm
- 303 Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm
- 306 Construction of stone masonry V Gutters 130cm x 65cm

2. PARTICIPATION AND ORIGIN OF BIDDERS:

Participation in this invitation to tender is open to all registered and qualified companies or groups of companies based in the Republic of Cameroon.

3. FUNDING :

The Works on This tender are funded by the budget of the Road Funds Ministry of Public Works, through the 2022 financial year. The previewed cost of the entire works of this Open National Invitation to tender is: **70 000 000** (*Seventy million*) FCFA all taxes included.

4. PERIOD OF EXECUTION :

The entire period of execution of these Works is **Four (4) calendar months**. This duration starts as of the date of notification of the service order to start Works.

5. ADMINISTRATION CHARGED WITH THE SIGNING OF THE CONTRACT

After the examination of the tender documents of the various bidders, and the choice of the successful bidder by the contracting authority, the contract will be signed between the latter and the contracting authority who is the **Mayor of Bamenda III council**.

6. TEMPORAL BID BOND (TENDER GUARANTEE) :

The bids should be accompanied by a temporal bid bond (Bank Tender Guarantee), established as per the indicated Model in this tender file, by a financial institution accredited by the Ministry of Finance, and of an Amount equal to:

Amount of the bid Bond in cfa F (Tender guarantee)
1,400,000 FCFA

To avoid being rejected, the original copy of the bid bond (Bank tender guarantee) should be produce dating less than 3 (three) months.

The temporal bid bond shall automatically be liberated highest 30 (thirty days) days upon expiration of the validity of the bids for the unsuccessful bidders. In case where the bidder is awarded the contract, the temporal bid bond is liberated after the production of the final bond.

7. CONSULTATION OF TENDER FILE :

The tender file can be consulted in the office of the contracting authority, the Mayor of Bamenda III council office situated at Namoh quarter during working hours.

8. ACQUISITION OF THE TENDER FILE :

The tender file can be obtained in the office of the contracting authority, precisely in the office of the Mayor of Bamenda III council situated at mile 4, on presentation of a payment receipt to the public treasury, of a nonrefundable purchase fee for the tender file. **75.000 (seventy-five thousand francs CFA) Francs CFA.**

This receipt should be able identify the buyer as the representative of the bidder, wishing to participate in the consultation.

9. PRESENTATION OF THE BIDS

The bid documents will be presented in three envelopes as illustrated bellow:

The Envelope A containing Administrative documents (volume 1);

The Envelope B containing Technical documents (Volume 2);

The Envelope C containing financial documents (Volume 3).

All constituted documents (Envelopes A, B et C), will be put in a big sealed bearing only the title of the Open national invitation to tender.

The various documents in each bid will be numbered in the order of the tender file and with separators of different colors other that white.

10. SUBMISSION OF BIDS :

Each bid, prepared in English or in French in **(07) seven copies**, that is **(01) one original and (06) six copies** noted as such, shall be forwarded to the contracting authority, notably to the Mayor of Bamenda III council office situated at mile III, latest the :

21 JUN 2022 at **10:00a.m** local time bearing

« OPEN NATIONAL INVITATION TO TENDER

N° 009/ONIT/NWR/BIIIC/BIIICITB/2022 OF 31 MAI 2022

FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.

FUNDING: MINTP BUDGET (ROAD FUND) 2022

To be opened only during the bid-opening session ».

11. ACCEPTABILITY OF BIDS :

Bids that will be submitted after the date and time mentioned above or those that will not respect the separation model indicated in the different documents in each bid shall not be accepted.

To avoid being rejected, the required Administrative documents will be imperatively produced in original or in certified true copies by the issuing service, in conformity with the stipulation of the rules and regulations of this tender.

These Administrative documents have a validity period of (03) three months. This validity period has to begin after the date of the launching of the tender.

12. OPENNING OF BIDS :

The opening of bids shall take place on the 21 JUN 2022 at **11:00 a.m** in the conference hall of the Bamenda III council internal tender's Board.

The opening of bids will be done at once and in three stages:

- Stage 1: Opening of envelope A Containing Administrative document (volume 1),
- Stage 2: Opening of envelope B containing Technical document (volume 2)
- Stage 3: Opening of envelope C containing financial document (volume 3).

All the bidders can take part in this opening session or can be represented by one person duly mandated (Even in case of joint-venture) who has a perfect mastery of the tender file.

13. MAIN CRITERIA OF EVALUATION OF THE BIDS :

15-1- : ELIMINATORY CRITERIA:

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

They refer especially to:

- ♦ Deadline for delivery higher than prescribed;
- ♦ False declaration or falsified documents;
- ♦ insufficient bid bond; not corrected after 48hrs of opening time
- ♦ A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- ♦ Incomplete financial file;
- ♦ Omission of a unit price in the financial bid;
- ♦ Change of quantity or unit;
- ♦ Non respect of (75%) of essential criteria;

15-2: Essential criteria:

The technical bids will be evaluated according to the following ten (10) main criteria:

- a. Key personnel of the enterprise on **two (02)** criteria;
- b. The site equipment to be mobilized on **five (05)** criteria ;
- c. The Enterprise references on **two (02)** criteria.

14. Duration of validity of bids :

The bidders will be engaged by their bids during a period of ninety (90) days as from the latest date programmed for bids deposit.

15. Award of contract :

The contract will be awarded to the lowest bidder, fulfilling the required administrative, technical, and financial criteria.

Only a maximum of two _____ (*precise the number of lot in figures and in word that a bidder can be attributed*) lot(s) award to a bidder for this tender.

16. Additional information

Additional information in relation to technical details can be obtained at the office of the contracting authority, notably **The Mayor of Bamenda III Council** office situated at Mile IV Nkwen Namoh Quarter.

BAMENDA, the 31 MAI 2022

**THE MAYOR
BAMENDA III COUNCIL**

Copies:

- ARMP
- MINMAP
- Chairperson of TB
- Notice Boards



FONGU Cletus TANWE

Document 1.b

FRENCH VERSION

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REGION DU NORD-OUEST

DEPARTEMENT DE LA MEZAM

COMMUNE DE BAMENDA III

COMMISSION INTERNE DE PASSATION
DES MARCHES DE LA COMMUNE DE
BAMENDA III



REPUBLIC OF CAMEROON

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NORTH-WEST REGION

MEZAM DIVISION

BAMENDA III COUNCIL

BAMENDA III COUNCIL INTERNAL
TENDER'S BOARD

AVIS D'APPEL D'OFFRES NATIONAL OUVERT

N° 009/AONO/NWR/BIIIC/BIIICITB/2022 DU **31 MAI 2022**

POUR LA REHABILITATION DE CERTAINES TRONCONS DANS
L'ARRONDISSEMENT DE BAMENDA III : INTER NEW ROAD - TOWN GREEN
QUARTER (3.5KM) DANS LA COMMUNE DE BAMENDA III, DEPARTEMENT
DE LA MEZAM, REGION DU NORD-OUEST

En Procédure d'urgence.

FINANCEMENT: BIP 2022

IMP

Le Maire de la Commune de Bamenda III, AUTORITE CONTRACTANTE, lance pour le compte de la république du Cameroun, un Appel d'Offres National Ouvert pour la réalisation de l'opération sus-indiquée.

3. Objet de l'Appel d'Offres :

L'Appel d'Offres porte sur l'exécution des travaux REHABILITATION DE CERTAINES TRONCONS DANS L'ARRONDISSEMENT DE BAMENDA III : INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) DANS LA COMMUNE DE BAMENDA III, DEPARTEMENT DE LA MEZAM, REGION DU NORD-OUEST.

4. Allotissement :

Les travaux sont repartis en UN SEUL LOT suivant les itinéraires ci - après :

LOT	Tronçons	Commune traversée	Code de la Route	Longueur (Km)	Budget Provisionnel TTC	Délai (mois)
1	INTER NEW ROAD - TOWN GREEN QUARTER	BAMENDA III	RC	3.5	70 000 000	4
	TOTAL			3.5	70 000 000	4

5. Consistance des travaux :

Ces travaux comprennent les opérations suivantes :

SERIE 100: TRAVAUX PRELIMINAIRES

- 101 Installation de chantier et Projet d'exécution

SERIE 200: TERRASSEMENT

- 201 Mise en forme de la plateforme y compris curage des fossés et exutoires;

SERIE 300: COUCHE DE FOUNDATION ET DE BASE

- 301 Couche de fondation en remblai;
- 302 Couche de base en grave latéritique amélioré au ciment ;

SERIE 400: ASSAINISSEMENT

- 401 Fourniture et pose de buses en métallique 80 cm;
- 402 Construction de têtes de buse diam 80 cm;
- 403 Construction de puisard de buses diam 80 cm;
- 404 Construction de fossés maçonnés: 130x65;

6. Participation et origine :

La participation est ouverte à égalité de conditions à toutes les petites et moyennes entreprises de droit camerounais.

7. Financement :

Les travaux objet du présent Appel d'Offres sont financés par le Budget fond routier MINTP 2022. Le coût prévisionnel de l'ensemble des travaux prévus dans le présent Appel d'Offres National Ouvert est de : **(70 000 000 FCFA)** FCFA Toutes Taxes Comprises.

8. Délai d'exécution :

Le délai global d'exécution des travaux est de 4 MOIS calendaires. Ce délai court à compter de la date de notification de l'ordre de service de commencer les travaux.

9. Administration au nom de laquelle sera conclu le marché :

A l'issue de l'examen des offres des soumissionnaires et du choix des attributaires par le Maître d'Ouvrage délégué, le marché sera conclu entre celui-ci et le Maître d'Ouvrage Délégué qui est le **Maire de la commune de Bamenda III**.

10. Cautionnement provisoire (garantie de soumission) :

Les offres devront être accompagnées d'un cautionnement provisoire (garantie bancaire de soumission), établi selon le modèle indiqué dans le Dossier d'Appel d'Offres, par un établissement bancaire de premier rang, agréé par le Ministre en charge des Finances et d'un montant égal à :

N° du lot	Montant de la caution en FCFA
LOT N°1	1, 400,000 FCFA

Sous peine de rejet, le cautionnement provisoire devra impérativement être produit en original datant de moins de trois (03) mois.

Le cautionnement provisoire sera libéré d'office au plus tard 30 jours après l'expiration de la validité des offres pour les soumissionnaires n'ayant pas été retenus. Dans le cas où le soumissionnaire est adjudicataire du marché, le cautionnement provisoire sera libéré après constitution du cautionnement définitif.

11. Consultation du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être consulté auprès des Services du Maître d'Ouvrage délégué dans les services de Monsieur le Maire de la commune de Bamenda III, situé à Mile IV Nkwen Bamenda .

12. Acquisition du Dossier d'Appel d'Offres :

Le Dossier d'Appel d'Offres peut être obtenu aux heures ouvrables dans les services du DE L'AUTORITE CONTRATCTANTE, notamment à la **Mairie de Bamenda III**, situé à **Mile IV Namoh Quarter**, sur présentation d'une quittance de versement au Trésor Municipale de Bamenda IIIe d'une somme non remboursable au titre des frais d'achat du dossier de **Soixante-Quinze Mille (75.000 FCFA) Francs CFA**.

Cette quittance devra identifier l'acquéreur comme représentant le prestataire désireux de participer à la consultation.

13. Présentation des offres :

Les documents constituant l'offre seront répartis en trois volumes ci-après, placés sous simple enveloppe dont :

L'enveloppe A contenant les Pièces administratives (volume 1) ;

L'enveloppe B contenant l'Offre technique (Volume 2) ;

L'enveloppe C contenant l'Offre financière (Volume 3).

Toutes les pièces constitutives des offres (Enveloppes A, B et C), seront placées dans une grande enveloppe extérieure scellée portant uniquement la mention de l'Appel d'Offres en cause.

Les différentes pièces de chaque offre seront numérotées dans l'ordre du DAO et séparées par des intercalaires de couleur identique autre que la blanche.

14. Remise des offres :

Chaque offre, rédigée en anglais ou en français, en **sept (07) exemplaires**, dont **un (01) original et six (06) copies** marqués comme tel, devra parvenir dans les services du Maître d'Ouvrage DELEGUE, notamment à la **Mairie de Bamenda III**, situé à **Mile IV** au plus tard le 21 JUN 2022 à **10 heures**, heure locale et devra porter la mention :

**« AVIS D'APPEL D'OFFRES NATIONAL OUVERT
N° 009 /AONO/NWR/BIIIC/BIIICITB/2022 DU 31 MAI 2022
POUR LA REHABILITATION DE CERTAINES TRONCONS DANS
L'ARRONDISSEMENT DE BAMENDA III : INTER NEW ROAD - TOWN GREEN
QUARTER (3.5KM) DANS LA COMMUNE DE BAMENDA III, DEPARTEMENT
DE LA MEZAM, REGION DU NORD-OUEST
En Procédure d'urgence.**

FINANCEMENT: FOND ROUTIER MINTP 2022

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

15. Recevabilité des offres :

Les offres parvenues après la date et l'heure de dépôt des offres ou celles ne respectant pas le mode de séparation de l'offre financière des offres administratives et techniques seront irrecevables.

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

produites en originaux ou en copies certifiées conformes par le service émetteur, conformément aux stipulations du Règlement Particulier de l'Appel d'Offres.

Ces pièces administratives ont une durée de validité de trois (03) mois, cette date limite de validité des pièces administratives doit être postérieure à la date de lancement de l'Appel d'Offres.

16. Ouverture des plis :

L'ouverture des offres aura lieu le **21 JUIN 2022** dès **11 heures précises**, dans la salle de réunion de la Commission **COMMUNALE DE PASSATION DES MARCHES DE LA MAIRIE DE BAMENDA III** siégeant à Mile IV Nkwen, Namoh Quarter.

L'ouverture des plis se fera en un temps et en trois étapes :

- 1^{er} étape: Ouverture de l'enveloppe A contenant les pièces administratives (volume 1),
- 2^{eme} étape: Ouverture de l'enveloppe B contenant les offres techniques (volume 2)
- 3^{ème} étape: Ouverture de l'enveloppe C contenant les offres financières (volume 3).

Tous les soumissionnaires peuvent assister à cette séance d'ouverture ou s'y faire représenter par une seule personne dûment mandatée (même en cas de groupement) de leur choix ayant une parfaite connaissance du dossier.

17. Principaux critères d'évaluation des offres :

15-1- : Critères éliminatoires :

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

Il s'agit notamment :

- ♦ Délai d'exécution supérieur à celui prescrit (supérieur à 04 mois) ;
- ♦ Fausses déclarations ou pièces falsifiées;
- ♦ Insuffisance de la caution provisoire de soumission non complète après 48h de d'ouverture des plis
- ♦ Offres dont l'enveloppe extérieure porte des mentions permettant de reconnaître le Soumissionnaire;
- ♦ Offres financière incomplète,
- ♦ Omission du prix unitaire dans l'offre financière
- ♦ Le changement d'une unité ou d'une quantité dans l'offre financière ;
- ♦ Le non-respect de (75%) des critères essentiels

15-2 : Critères essentiels :

Les offres techniques seront notées en fonction des dix (10) critères essentiels ci-après :

- d.** Personnel d'encadrement de l'Entreprise sur **deux (02)** critères ;
- e.** Le Matériel de chantier à mobiliser sur **cinq (05)** critères ;
- f.** Références de l'Entreprise sur **deux (02)** critères.

18. Durée de validité des offres :

Les soumissionnaires seront engagés par leurs offres pendant une période de quatre-vingt-dix (90) jours à compter de la date limite fixée pour le dépôt des offres

19. Attribution du marché :

Le marché sera attribué au soumissionnaire présentant l'offre évaluée la moins disant et remplissant les critères administratifs, techniques et financiers requis.

Il peut être attribué plusieurs lots (préciser le nombre de lots en lettre et en chiffre dont un soumissionnaire peut être adjudicataire) lot (s) par soumissionnaire au titre de cet Appel d'Offres.

20. Renseignements complémentaires

Les renseignements complémentaires peuvent être obtenus tous les jours aux heures ouvrables auprès de la Commune de BAMENDA III, **Service des Marchés Public**, tel: 677 665 180.

BAMENDA, le 31 MAI 2022

**Le Maire
Commune de BAMENDA III**

Copies :

- **ARMP;**
- **MINMAP**
- **Président CPM;**
- **Affichage.**



FONGU Cletus TANWE

Document No. 2:
General Regulations of the
Invitation to Tender

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General Regulations of the invitation to tender

A. General

Article 1: Scope of offer

The Mayor of Bamenda III council, contracting authority, launches on behalf of the Republic of Cameroon, an open national invitation to tender for the **FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION** the bidders retained, must complete the works within the required period as indicated in the specific rules of the tender document(SRTD), except there is a contrary stipulation in the special administrative document, that starts from the date of notification of the service order to start works or of that indicated in the service order.

1.1. The word « Day » in this tender document, signifies a calendar day.

Article 2: Financing

The source of funding of works in this tender document have been indicated in the (SRTD).

Article 3: Fraud and corruption

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

a) Defines, within the context of this clause, the following expressions in the Following manner:

- 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" mean any form of agreement between two or among several bidders (whether the Contracting Authority is aware or not) aimed at artificially maintaining the prices of offers at levels not corresponding with those which will result from the forces of competition;
- iv. "coercive practices" mean any form of harm against persons or their property or threats against them in order to influence their action during the award or execution of a contract;
- v. Conflict of interest shall mean any situation in which the financial or personal interest of an agent or public entity is likely to compromise transparency in the award of public contracts.

b. The Contracting Authority shall reject any award proposal if it determines that the proposed successful bidder is directly or through the intermediary

of an agent, guilty of corruption or is involved in fraudulent manoeuvres, collusive or coercive practices in the award of this contract.

3.2 The Minister Delegate at the Presidency of the Republic in charge of Public Contracts may, as a temporary measure, take a decision to ban bidding for a period not exceeding two (2) years against any bidder guilty of influence peddling, conflict of interest, insider information, fraud, corruption, or production of non-authentic documents in his offer, without prejudice to legal action that may be taken 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 suppliers, 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.

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

- i) is or was associated in the past in 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 this 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 project owner is not a shareholder of any bidder so as to compromise the process of award of the contract.
- (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 or indirect supervisory authority of the Contracting Authority.

Article 5: Supplies and ancillary services meeting the criteria of origin

5.1 All supplies and ancillary services forming the subject of this contract must come from countries meeting the criteria of origin defined in the Special Regulations of the invitation to tender.

5.2 Within the meaning of the clause 5.1, the term "supplies" shall refer to products, raw materials, machines, equipment and industrial installations; and the term "ancillary services" shall notably refer to services such as insurance, installation, training and initial maintenance.

5.3 The term "originate" shall qualify the country where the supplies are extracted, cultivated, produced, manufactured or transformed; or the country where a manufacturing, transformation or assembly of components process results in

the obtention of a commercial article whose basic characteristics are substantially different from those of its components.

Article 6: Qualification of bidder

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

- (a) Submit a power of attorney making the signatory of the bid bound by the offer; and
- (b) furnish all the information (to complete or update the information included in the request for pre-qualification which may have changed in the case where the candidates had to pre-qualify) requested from bidders in the Special Regulations, in order to establish their ability to execute the contract; furnish all the information (or update the information included in their request for pre-qualification which may have changed) requested from the bidders in order to establish their ability to execute the contract.

Information relating to the following points shall be requested, if need be:

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

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

6.4 Bidders seeking to benefit from a margin of preference must furnish all the information required to prove that they meet the eligibility criteria described in article 35 of the General Regulations.

Article 7: Visit of the work site

7.1. The bidder is advised to visit and inspect the site of works and its surroundings and to obtain by himself, and under his own responsibility, all the information

that may be necessary for the preparation of the tender and the work execution.
The costs related to the visit of the site are the responsibility of the Bidder.

- 7.2. the Contracting Authority is obliged to authorize the Bidder who so requests and his employees or agents to enter his premises and grounds for the purpose of the said visit, but only on the express condition that the Bidder, its employees and agents release the Owner, his employees and agents from any liability that may result and compensate them if necessary, and that he remains responsible for fatal or personal accidents, loss or damage to property, costs and expenses incurred as a result of this visit.
- 7.3. The Contracting Authority may organize a visit to the site of works at the time of the preparatory meeting for the preparation of the bids mentioned in article 19 of the GRIT.

B. Tender File

Article 8: Content of Tender File

- 8.1 The Tender File describes the supplies forming the subject of the contract, sets the consultation procedure by suppliers and specifies the terms of the contract. Besides the addenda published in accordance with article 9 of the General Regulations of the invitation to tender, it includes the following documents:

Document No. 1	The tender notice in English and French signed by the Contracting Authority
Document No. 2	The General Regulations of the invitation to tender which has model clauses that are not to be modified;
Document No. 3	The Special Regulations of the invitation to tender containing provisions of documents No. 2 which should be completed or specified within the context of the invitation to tender concerned
Document No. 4	The Special Administrative Conditions which deal with the execution of the contract and the related payments;
Document No. 5	The technical specification
Document No. 6	The framework of Unit Price Schedule;
Document No. 7	The framework of bill of Quantities and cost estimates
Document No. 8	Framework of breakdown of unit price;
Document No. 9	Draft contract; a. The planning of execution b. Model form for presentation of equipment, personnel, and references ; c. Model of tender letter; d. Model of tender bond; e. Model of final bond; f. Model of startup advance; g. Model of retention guarantee bond
Document No. 10	Models to be used by bidders;

Document No. 11	Justifications of preliminary studies to be filled by the Project Owner or Delegated Project Owner;
Document No. 12	List of first rate banking establishments and financial bodies approved by the Ministry in charge of finance authorised to issue bonds for public contracts

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

Article 9: Clarifications on the Tender File

9.1 Any bidder who wants to obtain clarifications on the Tender File may request them from the Contracting Authority in writing or by electronic mail (telecopy or e-mail) at the Contracting Authority's address indicated in the Special Regulations of the invitation to tender. The Contracting Authority shall reply in writing to any request for clarification received at least fourteen (14) days for national invitations to tender and twenty-one (21) days for international invitations prior to the deadline for the submission of the offers.

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 Contracting Authority.

9.3 The complaint must be addressed to the Contracting Authority with copies to the body in charge of the regulation of public contracts and the chairperson of the Tenders Board.

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

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

Article 10: Amendment of the Tender File

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

10.2 Any published addendum shall be an integral part of the Tender File, in accordance with article 8.1 of the General Regulations of the invitation to tender and must be communicated in writing or made known to all bidders who bought the Tender File. The latter must acknowledge receipt of each of the addenda in writing to the Contracting Authority.

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 23.3 of the General Regulations of the invitation to tender.

C. Preparation of bids

Article 11: Tender fees

The candidate shall bear the costs related to the preparation and presentation of his bid and the Contracting Authority shall in no case be responsible for these costs nor pay 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 all documents concerning the bid exchanged between the bidder and the Contracting Authority shall be drafted in English or French. Complementary documents and the forms provided by the bidder may be drafted in either language on condition that a precise translation into either English or French of the passages concerning the bid is included; in which case and for reasons of interpretation of the bid, the translation shall be considered to be authentic.

Article 13: Constituent documents of the bid

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

a. Volume 1: Administrative file

It includes:

- i) all documents attesting that the bidder:
 - has subscribed to all declarations provided for by the laws and regulations in force;
 - paid all taxes, duties, contributions, fees or deductions of whatever nature;
 - is not winding up or bankrupt;
 - is not the subject of an exclusion order or forfeiture provided for by the law in force;
- ii) The bid bond established in accordance with the provisions of article 19 of the General Regulations of the invitation to tender;
- iii) the written confirmation empowering the signatory of the bid committing the bidder, in accordance with the provisions of article 6.1 the General Regulations of invitation to tender.

b. Volume 2: Technical bid

B.1 Information on qualifications

The Special Regulations of the invitation to tender specify the documents to be furnished by the bidders attesting to the qualification to bid in accordance with articles 6(1), 6(2) and 18 of the General Regulations.

B.2 Technical proposals

The Special Regulations specify the constituent elements of the technical proposals of bidders notably:

- A detailed description of the technical characteristics, performance, makes, models and references of the materials proposed including

technical prospectuses in accordance with article 17 of the General Regulations;

- The calendar, schedule and delivery deadline.

B.3 Proof of acceptance of conditions of the contract

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

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

c. Volume 3: Financial bid

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

1. The signed and dated original bid prepared according to the attached model, stamped at the prevailing rate;
2. The duly filled Schedule of Unit Prices;
3. The duly filled detailed estimate;
4. The sub-details of prices and/or breakdown of all-in prices;
5. The previewed payment schedule in case:

To this effect, bidders should use the model documents and forms provided for in the Tender File, subject to the provisions of article 17(2) of the General Regulations of invitation to tender concerning the other possible forms of bid bond.

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

Article 14: Amount of the bids

- 14.1 The general model conditions of prices shall be governed by rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce at the date of specified in the Special Regulations.
- 14.2 The bidder shall filled Prices as required in the model of price schedules furnished in annex.
- 14.3. Except as otherwise provided in the General Regulations and Special Regulations, all rights and taxes payable by the Bidder under the future Contract, or otherwise, thirty (30) days prior to the deadline for submission of bids will be included in the price and in the total amount of its offer.
- 14.4. If the price revision and / or discounting clauses are provided for in the contract, the date of establishment of the initial prices, as well as the procedures for revising and / or updating said prices must be specified. It being understood that any Contract whose execution period is not more than one (1) year can not be subject to a price revision.
- 14.5. All unit prices with quantities must be justified by sub-details established in accordance with the framework proposed in Exhibit THE TENDER FILE.

Article 15: Currency of bid

15.1. In the case of International Competitive Bids, the currencies of the bid must follow the provisions of either Option A or Option B below; the applicable option being that used in the Special Regulations.

15.2. Option A: The bid amount is denominated entirely in national currency. The bid price, the unit price of the price schedule and the estimated and quantitative retail prices are denominated entirely in CFA francs as follows:

A). Prices will be fully denominated in the national currency. The tenderer who intends to incur expenses in other currencies for carrying out the Works, shall indicate in the Annex to the tender the percentage or percentages of the amount of the tender necessary to cover the needs in foreign currencies, not exceeding a maximum of three currencies. Member countries of the market financing institution.

b). The exchange rates used by the Bidder to convert its bid into the national currency will be specified by the bidder as an appendix to the bid in accordance with the details of the RPAO. They will be applied for any payment under the Contract, so that no exchange risk is borne by the successful Bidder.

15.3. Option B: The bid amount is directly denominated in national and foreign currencies at the rates set out in the Special Regulations.

The bidder will quote the unit prices of the price schedule and the prices of the Quantitative and Estimated Detail as follows:

a). The prices of the inputs required for the Works that the Bidder intends to obtain in the country of the contracting authority shall be expressed in the currency of the country of the contracting authority specified in the Special Regulations and called "national currency".

b). The prices of the inputs required for the Works that the bidder intends to procure outside the country of the Contracting Authority shall be in the currency of the country of the bidders or that of an eligible Member State widely used in international trade.

15.4. The contracting authority may require bidders to express their needs in national and foreign currencies and to justify that the amounts included in the unit and total prices, and indicated in the annex to the tender, are reasonable; for this purpose, a detailed statement of its requirements in foreign currencies will be provided by the bidders.

15.5. During the execution of the works, most foreign currencies remaining to be paid on the contract price may be reviewed by agreement between the contracting authority and the contractor to take account of any changes in requirements. in foreign currency under 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 offers set by the Contracting Authority in application of article 23 of the General Regulations. A bid valid for a shorter period shall be rejected by the Contracting Authority or Delegated Contracting Authority as not being in conformity.

- 16.2 Under exceptional circumstances, the Contracting Authority may request the consent of the bidder for the prolongation of the validity time-limit. The request and the responses that will be given shall be in writing (or by telecopy). The validity of the bid bond provided for in article 19 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 be authorised to do so.

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

The Contracting Authority's request must include a form of price revision. The updating period shall run from the date of overrun of the sixty (60) days to the date of notification of the contract or the Administrative Order for start of execution of services by the retained bidder, as specified in the Special Administrative Conditions. The effect of updating shall not be taken into account for purposes of evaluation.

Article 17: Bid bond

- 17.1 In application of article 13 of the General Regulations, the bidder shall furnish a bid bond of the amount specified in the Special Regulations and which shall become a full part of his offer.
- 17.2 The bid bond must conform to the model presented in the Tender File; other models may be authorised subject to the prior approval of the Contracting Authority. The bid bond will remain valid for thirty (30) days beyond the original date set for the validity of bids or any other validity time-limit requested by the Contracting Authority and accepted by the bidder, in accordance with article 20(2) of the General Regulations.
- 17.3 Any bid without an acceptable bid bond shall be rejected by the Contracting Authority as not being in conformity. The bid bond of associated enterprises must be established in the name of the representative submitting the bid and should 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:
 - I) withdraws his bid during the time-limit which he specified in his bid;
 - ii) Does not accept the correction of errors in application of article 30(4) of the General Regulations; or
 - b) If the bidder retained:
 - i) Defaults in his obligation to sign the contract in application of article 42 of the General Regulations; or

- ii) Defaults in his obligation to furnish the final bond in application of article 43 of the General Regulations.

Article 18: Variant proposals from bidders

- 18.1. Where the work can be performed in variable turnaround times, the special Regulations will specify these times, and indicate the method used to assess the Bidder's proposed completion time within the specified time frame. Bids offering deadlines beyond those specified will be considered non-compliant.
- 18.2. Except in the case mentioned in Article 18.3 below, bidders wishing to offer technical variants must first encrypt the basic solution of the contracting authority as described in the Tender Documents, and provide in addition, all the information that the developer needs to complete the evaluation of the proposed variant, including plans, calculation notes, technical specifications, price sub-details and proposed construction methods, and all other useful details. The developer will only examine the technical variants, if any, of the bidders whose bid in accordance with the basic solution has been evaluated as the lowest bidder.
- 18.3. When bidders are permitted, subject to the special Regulations, to submit technical variants directly for certain parts of the work, these parts of the work must be described in the Technical Specifications. Such variants will be evaluated according to their merit in accordance with the provisions of Article 32.2 (g) of the general Regulations.

Article 19: Preparatory meeting for the preparation of bids

- 19.1. Unless the special Regulations provides otherwise, the Bidder may be invited to attend a preparatory meeting to be held at the place and date indicated in the special Regulations.
- 19.2. The purpose of the preparatory meeting will be to provide clarification and answers to any questions that may be raised at this stage.
- 19.3. The Bidder is requested, as far as possible, to submit any questions in writing so that it reaches the project owner at least one week before the preparatory meeting. The project owner may not be able to answer questions received too late during the meeting. In this case, questions and answers will be sent according to the terms of Article 19.4 below.
- 19.4. The minutes of the meeting, including the text of the questions asked and answers given, including responses prepared after the meeting, will be sent without delay to all those who have purchased the Tender Documents. Any modification of the tender documents listed in Article 8 of the General Agreement that may be necessary at the end of the preparatory meeting will be made by the Contracting Authority by issuing an addendum in accordance with the provisions of Article 10 of the general Regulations, the minutes of the preparatory meeting cannot take place.
- 19.5. The fact that a bidder does not attend the pre-bid meeting will not be grounds for disqualification.

Article 20: Form and signature of the bid

- 20.1 The bidder shall prepare an original of the constituent documents described in article 12 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 must be signed by the person(s) duly empowered to sign on behalf of the bidder, in accordance with article 6(1a) or 6(2c) of the General Regulations, as the case may be.
All the pages of the offer containing alterations or changes must be initialled by the signatory (ies) of the bid.
- 20.3 The bid shall bear no modification, suppression or alteration, unless such corrections are initialled by the signatory (ies) of the offer.

D. Submission of bids

Article 21: Sealing and marking of bids

- 21.1 The bidder shall place the original and each of the copies of the bid in separate and sealed envelopes bearing the inscription "**ORIGINAL**" and "**COPY**", as the case may be. These envelopes should then be placed in another envelope which should equally be sealed and which provides no indication on 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 of the project as well as the subject and number of the invitation to tender indicated in the Special Regulations and the inscription

"TO BE OPENED ONLY DURING THE BID-OPENING SESSION".

- 21.3 The internal envelopes should equally carry the name and address of the bidder in a way as to enable the Contracting Authority return the sealed offer if it is not opened.
- 21.4 If the external envelopes are not sealed and marked as indicated in article 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 of the invitation to tender.
- 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 9 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 set by the Contracting Authority in application of 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, replace 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 bids. The said notification must be signed by an authorised representative in application of article 21(2) of the General Regulations.

The modification or the corresponding replacement offer must be attached to the written notification. As the case may be, the envelopes must bear the inscription "**WITHDRAWAL**", and "**REPLACEMENT BID**" or "**MODIFICATION**".

- 24.2 The notification of modification, replacement or withdrawal should be prepared, sealed, marked and forwarded in accordance with the provisions of article 22 of the General Regulations. The withdrawal may equally be notified by telephone but should, in this case, be confirmed by a duly signed written notification whose date, post mark being authentic, must not be posterior to the time-limit set for the submission of offers.
- 24.3 Bids being requested to be withdrawn in application of article 25(1) shall be returned unopened.
- 24.4 No bid may be withdrawn in the interval between the deadline set for the submission of bids and the expiry of the validity period of the bids set in the model bid. 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 19(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 two phases in the presence of the representatives of bidders who wish to attend and who have a perfect mastery of the file, at the date, time and address specified in the Special Regulations. Representatives of bidders present shall sign a register attesting to their presence. A single phase opening shall be appropriate where the qualification criteria are easily applicable.
- 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 of a bid shall be allowed only if the corresponding notification contains a valid empowerment of the signatory to request this withdrawal and if this notification is read to the hearing of everyone. Then the envelopes marked "Replacement offer" are opened and announced to the hearing of everyone and the new corresponding bid substituted for the preceding one which will be sent to the bidder concerned unopened.

The replacement of a 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 only 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 ARMP an initialled copy of the bids presented by bidders and a copy to MINMAP for files requiring his prior endorsement.
- 25.7 In case of petition as provided for by the Public Contracts Code, it should be addressed to the Minister Delegate at the Presidency of the Republic in charge of Public Contracts with copies to the body in charge of the regulation of public contracts, the head of structure to which is attached the Tenders Board concerned.

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

The Independent Observer must attach 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, evaluation, comparison of bids and verification of the qualification of bidders and the contract award recommendation shall be given to bidders or to any other person concerned with the said procedure as long as the contract award has not been made public.
- 26.2 Any attempt by a bidder to influence the Tenders Board or the Evaluation sub-committee of the bids or the Contracting Authority in his award decision may cause the rejection of his bid.
- 26.3 Notwithstanding the provisions of article 26(2), between the opening of envelopes 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, he should 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 desires, request any bidder to give clarifications on his bid. This request for clarification and the response given 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 32 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: Conformity 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 conformity with the conditions fixed in the Tender File based on the content without recourse to external elements of proof.

28.3 A bid that conforms to 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 omission is that:

- a. which substantially limits the scope, quality or performance of the supplies and ancillary services specified in the contract;
- b. which substantially limits and is not in conformity with the Tender File, the rights of the Contracting Authority or the obligations of the bidder in relation to the contract; or
- c. Whose acceptance would be prejudicial to other bidders who presented bids that essentially conformed to 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 eventually 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 bidder retained for having submitted the bid that substantially conformed to the provisions of the Tender File, meets the qualification criteria stipulated in article 6 of the Special Regulations. It is essential to avoid arbitrariness in determining qualification.

Article 30: Correction of errors

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

- a) If there is a contradiction between the unit price and the total obtained by multiplying the unit price by the quantities, the unit price shall be authentic and the total price shall be corrected, unless, according to the Evaluation sub-committee, the decimal point of the unit price is manifestly badly placed. In which case the total price indicated shall prevail and the unit price corrected.
 - c) If the total obtained by the addition or subtraction of sub totals is not exact, the sub totals shall be authentic and the total corrected;
- 30.2. The amount in the Submission will be corrected by the Subcommittee of Analysis in accordance with the aforementioned error correction procedure and, with the Bidder's confirmation, said amount will be deemed to be binding.
- 30.3. If the Bidder submitting the lowest evaluated bid fails to accept the corrections made, the bid will be rejected and the bid secured.

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 expressed in various currencies into an amount in which the bid is payable in CFA francs.
- 31.2 The conversion shall be done using the current exchange rate set by BEAC in force at the deadline for submission of bids under the conditions set in the Special Regulations.

Article 32: Financial evaluation of bids

- 32.1 The Evaluation sub-committee shall proceed to the evaluation and comparison of bids which it had determined essentially met the provisions of the Tender File within the meaning of articles 30, 31 and 32 of the General Regulations.
- 32.2 For this evaluation the Evaluation sub-committee shall consider the following elements:
- a) the bid price, indicated according to the provisions of article 30.2 of the General Regulations;
 - b) adjustments made on the price to correct the arithmetical errors in application of article 32(3) of the General Regulations;
 - c) adjustments made on the price as a result of rebates offered in application of paragraph 31.2 of the General Conditions;
 - d) By appropriately adjusting, on a technical or financial basis, any other modification, divergence or quantifiable reserve;
 - e) Taking into consideration the different lead times proposed by the bidders, if they are authorized by the special Regulations;
 - f) If applicable, in accordance with the provisions of Article 13.2 of the General Regulations and special Regulations, applying the discounts offered by the Bidder for the award of more than one lot, if this call for tenders is issued simultaneously for several lots.
 - g) Where applicable, in accordance with the provisions of section 18.3 of the special Regulations and the Technical Specifications, the proposed technical variants, if permitted, will be evaluated according to their merit and regardless of whether or not the Bidder will have bid for the award. Technical solution specified by the Owner in the RPAO.
- 32.3. The estimated effect of the price revision formulas in the "CCAGs" and "CCAPs", applied during the period of performance of the Contract, will not be taken into account in the evaluation of the tenders.

32.4. If the lowest evaluated bid is found to be abnormally low or is significantly out of balance with the Owner's estimate of the work to be performed under the Contract, the commission may from the price sub-detail provided by the bidder for any element, or for all elements of the Quantitative and Estimated Detail, check whether these prices are compatible with the construction methods and the proposed schedule. In the event that the evidence submitted by the bidder does not seem satisfactory to him, the Employer may reject the tender after the technical opinion of the Public Contracts Regulation board.

Article 33: Margin of preference

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

F. Award of the contract

Article 34: Award of the contract

- 34.1 The Contracting Authority shall award the contract to the bidder whose offer was judged essentially in conformity with the Tender File and who has the required technical and financial capacities to execute the contract satisfactorily and whose bid was evaluated as the lowest by including, where necessary, proposed rebates.
- 34.2 If the invitation to tender has several lots, the lowest bid shall be determined by evaluating this contract in relation with the other lots to be awarded concurrently, by taking into consideration the rebates offered by the bidders in case of award of more than one lot, as well as their financial situation at the time of award.
- 34.3 Any award of Works contracts shall be made to the Bidder fulfilling the technical and financial capacities required as a result of the evaluation criteria and presenting the bid evaluated as the lowest bidder.

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 authority in charge of public contracts where the offers have been opened) or to declare an invitation to tender unsuccessful after the advice of the competent Tenders Board, without any claims being entertained.

Article 36: Notification of the award of the contract

Before the expiry of the validity of the bids set in the Special Regulations, the Contracting Authority shall notify the successful bidder by telecopy confirmed by registered mail that his bid was retained. This letter shall indicate the amount the Contracting Authority will pay the supplier to execute the contract 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 Minister Delegate in charge of Public Contracts with copies to the Public Contracts Regulatory Agency, to the head of structure to which is attached the Tenders Board concerned and the chairperson of the said Tenders Board.

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

Article 38: Signing of the contract

- 38.1 After publication of the results, the draft contract subscribed by the successful bidder shall be submitted to the Tenders Board (and the competent Specialised Contracts Control Board, where need be) for approval.
- 38.2 The Contracting Authority has seven (7) days to sign the contract from the date of reception of the draft contract approved by the competent Tenders Board and subscribed by the successful bidder.
- 38.3 The contract must be notified to the 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 full execution of the services in the form stipulated in the Special Regulations, in accordance with the model provided in the Tender File.
- 39.2 The bond may be replaced by a guarantee from a banking establishment approved according to the instruments in force with the Contracting Authority as beneficiary or by a joint or several guarantee.
- 39.3 Small and medium-sized enterprises (SME) constituted of national capital and managed by nationals may, in lieu of the guarantee, provide a statutory lien or a bond issued by a banking establishment or a 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.

Article 40: Right to modify quantities during the award of the contract

During the award of the contract, the Contracting Authority reserves the right to increase or decrease by not more than fifteen per cent (15%), the quantity of the supplies and services initially specified in the Quantity Schedule, without changing the unit prices or other terms and conditions.

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

Special Regulations of the invitation to tender

The following information and data concerning the acquisition of supplies should supplement or specify in the clauses of the General Regulations of the invitation to tender. In case of divergence, the following provisions will prevail over the articles of the General Regulations.

References of the General regulations	General
1.1	<p>Definition of works: FOR THE REHABILITATION OF ROAD INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION. BY EMERGENCY PROCEDURE</p> <p>Name and address of the Contracting Authority: The Lord Mayor of SANTA Council.</p> <p>Reference of Invitation to Tender: N009/ONIT/NWR/BIIIC/BIIICITB/2022 OF 31 MAI 2022</p> <p>FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION</p>
1.2	Execution deadline: Ninety (120) days
2.1	<p>Source of financing</p> <p>Works which form the subject of this Invitation to Tender is financed by the Roads funds /MINTP 2022.</p>
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials and supplies: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

A. Eliminatory criteria

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

They refer especially to:

- Deadline for delivery higher than prescribed;
- False declaration or falsified documents;
- insufficient bid bond; not corrected after 48hrs of opening time
- A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- Incomplete financial file;
- Omission of a unit price in the financial bid;
- Change of quantity or unit;
- Non respect of (75%) of essential criteria;

B. Essential criteria

- 1- General presentation of the Tender Files;

- 2- Financial capacity;
- 3- References of the company in similar achievements;
- 4- Quality of the personnel;
- 5- Technical organization of the works;
- 6- Safety measures on the site;
- 7- Logistics;
- 8- Attestation and report of site visit signed by the Contractor;
- 9- Special Technical Clauses initialed in all the pages and signed at the last page;
- 10-Special Administrative Clauses completed and initialed in all the pages and signed at the last page

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 way (yes) or (no) with an acceptable minimum from at least 75% of the essential criteria taken into account.

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

ARTICLE 6: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the Tenderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE BID

The bids prepared in English or French and in Seven (07) copies with one (01 original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative Documents**
- B) Technical Documents**
- C) Financial Documents**
- 5.1 External envelope.**

Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.

<< OPEN NATIONAL INVITATION TO TENDER

N° 009 /ONIT/NWR/BIIIC/BIIICITB/2022 OF 13 1 MAI 2022

**FOR THE REHABILITATION OF ROAD INTER NEW ROAD - TOWN GREEN
QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF
THE NORTH WEST REGION.**

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;

<<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>> 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.

ADMINISTRATIVE DOCUMENTS.

DOC N°	DESCRIPTION
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 (see model).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of Tender File issued by Bamenda 3 council treasury of 75.000 FCFA
A.6	A bid bond of 1,400,000 FCFA (One million four hundred thousand FCFA) issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public Contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be valid within the specified time
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Certified Copy of a valid taxpayer's card, delivered by the chief of center of Taxes.
A.11	Plan and attestation of site location of the enterprise certified by the competent authority

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

B.1	General presentation of the Tender Files	
	- Document spirally bound or slotted	
	- Table of content page	
	- Colour sheets separation	
	-page numbering	
	- neatness and clarity of documents	
	- Presentation of documents in the order given in this tender	
B.2	LIST OF REFERENCES OF THE ENTERPRISE IN THE SIMILAR JOBS	
B.2.1	List of references of the enterprise in similar jobs justified by certified Contracts (first and last pages) and certified minutes of acceptance or attestation of clearances of works executed. (minutes of final acceptance for up to 2022 projects)	
	Minimum acceptable: 02 Contracts realized in the domain of Road construction over the past 05 years	
B.2.1.1	1 st Reference	
B.2.1.2	2 nd Reference	
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF	
	01 works supervisor (HND) in civil or rural Engineering	
	Qualification of the works supervisor: (HND Diploma in Civil or Rural Engineering (BAC +2)	
	Professional experience of the project engineer ≥ 05 years (signed CV)	
	➤ CV signed by the candidate,	

	➤ A certified copy of the technical diploma		
	➤ An attestation of availability signed by the candidate		
B.3.2	01 Site foreman(Civil Engineering Senior Technician)		
	Qualification of the Site foreman: (BACC in Civil or Rural Engineering certificate or equivalent)		
	Professional experience of the Site foreman ≥ 03 years (signed CV)		
	A certified copy of		
	➤ CV signed by the candidate,		
	➤ A certified copy of the technical diploma		
	➤ An attestation of availability signed by the candidate		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender File		
B.4.10	Attestation of site visit signed by the Contractor		
B.4.11	Comprehensive report of site visit signed by the company administrator		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Prove of ownership or rental of a GRADER		
B.5.2	Prove of ownership or rental of a FRONT END LOADER		
B.5.3	Prove of ownership or rental of a pick-up or other vans		
B.5.4	Prove of ownership or rental of a dump truck		
B.5.5	Prove of ownership or rental of a compactor		
B.5.6	Assorted Masonry tools		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions.		
B.7	Special Technical Clauses initialed in all the pages and last page signed		
B.8	Special Administrative Clauses completed and initialed in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

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

- The bidders will use for this purpose the documents and models envisaged in the Tender Documents, subject to the provisions of Article 19.2 of the RGAO concerning the other possible forms of bid bond.

- The various parts of the same file must be separated with colour guides form as well in the original as in the copies, so as to facilitate its examination

Supply price

ARTICLE 8: Currency of payment

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

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

The unit Schedule price expressed out in figures and letters and in six (06) copies will be joined to the offer. In the event of error between the prices in figures and letters, the latter will precede and be used as a basis of calculation of the amount of the offer.

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

ARTICLE 9: Transport and delivery

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

ARTICLE 10: Guarantee and retention guarantee

10.1 Provisional guarantee

The amount of the provisional guarantee or guarantee of tender is fixed at **1,4000,000 FCFA** (one million four hundred thousand FCFA).

The time of validity of this guarantee is sixty (60) days as from the date of depositing of the offers.

10.2 Final Bond

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

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

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

10.3 Guarantee Retention

Guarantee Retention of ten percent (**10%**) will be operated on amount including all taxes of the Contract. The corresponding sum will be paid or released with the final acceptance of work and upon demand by the contractor.

ARTICLE 11: Period of validity of the offers

The bidder will remain committed to his offer for sixty (60) days as from the handover date of the offers.

If at the end of this period, the Contract were not notified to him, the bidder will be able, either to cancel his offer, or to ask for a new negotiation of the unit prices.

ARTICLE 12: The number of copies of the offer which must be filled and sent

The tender, as all the parts accompanying it will have to be given in seven (07) copies, including one (01) original and six (06) copies. The bidder will present his file inside a sealed outer jacket being marked:

OPEN NATIONAL INVITATION TO TENDER
N° 009/ONIT/NWR/BIIIC/BIIICITB/2022 OF 31 MAY 2022
FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN
QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF
THE NORTH WEST REGION.

ARTICLE 13: Date and latest time of deposit of offers

The offers will have to arrive under closed fold and seal latest _____ **at 10: AM**, by mail registered with acknowledgement of delivery or by deposit against a receipt.

ARTICLE 14: Opening of the tenders

The opening of the folds will be carried out in the conference room of the Bamenda III Council on _____ **as from 11:00 AM**, by the Bamenda 3 Council Tenders Board sitting in the presence of the duly elected bidders or their representatives and having a good knowledge of the file.

AWARD OF THE CONTRACT

ARTICLE 15: Award of the Contract

The Tenders Board will propose to the Contracting Authority to award the Contract to the bidder who will have presented the offer with the lowest offer, essentially conforming to the regulations the Tender File, having satisfied to **100% of all the eliminatory criteria and at least 75% of the essential criteria** taken into account.

The decision carrying attribution of the Contract will be published by way of press release or any other means of publication of use in the Administration.

If the Contract passed on the basis of technical alternative suggested by the bidder, the Contracting authority reserves the right to introduce all the provisions there allowing him to guarantee itself against the real overrun costs of the alternative compared to his estimate of origin. In the absence of these last precise details, any additional charge due to an alternative will be inadmissible.

To this end, it is specified that a bidder cannot claim to be compensated, if it is not taken action on his offer.

The Contracting authority reserves the right not to take action on an Invitation to Tender, if it did not obtain a proposal which appears acceptable to him.

ARTICLE 16: COMMENCEMENT OF WORK:

Before the commencement of work, the Contractor must be installed on the site by the following:

- ❖ The CONTRACTING AUTHORITY OR HIS REP;
- ❖ DDMINTP MEZAM CONTRACT ENGINEER OR HIS REP.
- ❖ DDMINMAP/ MEZAM OR HIS REP
- ❖ DDMINEPAT/MEZAM OR HIS REP
- ❖ PROJECT MANAGER
- ❖ CONTRACTOR OR HIS REP
- ❖

Document No. 4:
Special Administrative Conditions
(SAC)

DOCUMENT No. 4: SPECIAL ADMINISTRATIVE CONDITIONS (SAC)

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Chapter I: General

Article 1: Subject of Contract

The subject of this Contract is THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.

Article 2: Contract award procedure

This Contract shall be awarded by Open National Invitation to Tender N° 009/ONIT/NWR/BIIIC/BIIICITB/2022 OF _____ FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION

Article 3: Definitions and duties (article 2 of GAC supplemented)

3.1 General definitions (cf. Code)2

- The Contracting Authority is the **Lord Mayor of Bamenda III Council** He/she awards the Contract, ensures the preservation of originals of said Contract documents and the transmission of copies to Ministry in charge of Public Contracts and to the body in charge of regulation.
- The Contract Engineer is the **Divisional Delegate of Public Works for Mezam** hereinafter referred to as the Engineer.
- The Project **Owner is the Lord Mayor of Bamenda III Council**. She represents the beneficiary administration of the works. He ensures respect of the administrative, technical and financial conditions and Contractual deadlines.
- The Project Manager shall be at the same time the: Chief of Technical Service Public Works for Mezam. He ensures respect of the administrative, technical and financial conditions and contractual deadlines. He ensures the interest of the project owner at the definition, preparation, execution and acceptance stages
- The Contractor shall be [*to be specified*].

3.2 Security

This Contract may use security subject to any form of transfer of the debt. In this case:

- The authority in charge of ordering payment is *the* **Lord Mayor of Bamenda III Council**
- The body or official in charge of payment is *the* **MT Bamenda III council**

- The official competent to furnish information within the context of execution of this Contract is *the* **Divisional Delegate of Public works** and DDMINMAP MEZAM

3.3 Duties of the Control Mission, Project Manager

3.3.1 Missions *[to be completed, where need be]*

3.3.2 Means put at the disposal of the Control Mission *[to be completed where need be]*.

Article 4: Language, applicable law and regulation

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

1.2 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 (Article 4 of GAC)

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

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

Article 6: General instruments in force

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

1. Framework Law No. 96/12 of 5th August 1996 on the management of the environment;
2. The Mining Code;
3. Instruments governing the various professional bodies;

4. Decree No. 2002/058 of 23^d February 2002 relating to the setting up, organization and functioning of the Public Contracts Regulatory Agency
5. Decree No. 2003/651/PM of 16th April 2003 to lay down the procedure for implementing the tax and customs system applicable to Public Contracts;
6. Decree No. 2018/366 of 20th June 2018 to institute the Public Contracts Code;
7. Decree No. 2022/074 of 8th March 2022 relating to the creation, organisation and functioning of Tenders Boards amended and supplemented by Decree No. 2023/271 of 5 August 2023;
8. Decree No. 2022/075 of 8th March 2022 to organise the Ministry in charge of Public Contracts;
9. Circular No. 002/CAB/PR of 19th June 2022 relating to the award and control of execution of Public Contracts;
10. Letter No; 00908/MINTP/DR of 1997 to publish guidelines for the consideration of environmental impact of road maintenance;
11. Circular No.0000242/C/MINFI of 30TH December, 2022 relating to the execution of finance law, monitoring and control of execution of the budget of the State, Public Administrative Establishments and Regional and Local Authorities and other public entities for the 2022 financial year
12. Unified Technical Documents (DTU) for building works;
13. Applicable standards;
14. Other instruments specific to the domain concerned with the Contract.

Article 7: Communication (Articles 6 and 10 supplemented)

- 1.1 All communications within the framework of this Contract shall be written and notifications sent to the following address:
 1. In the case where the Contractor is the addressee: Sir/Madam.....
Beyond the time-limit of 15 days fixed in article 6(1) of the GAC to make his domicile known to the Project Owner and Contract Manager, correspondences shall be validly addressed to the [to the specified] council, chief town of the
Region in which the work was done;
 2. 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.
 3. In the case where the Contracting Authority is:
Sir/Madam [to be specified] with a copy addressed within the same deadline to the Project Owner, Contract Manager, Contract Engineer and Project Manager, where applicable
- 1.2 The Contractor shall address all written notifications or correspondences to the Project Manager with a copy to the Contract Manager.

Article 8: Administrative Orders (Article 8 of GAC)

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

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

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

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

- 9.1 *[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 five (5) days.

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

- 10.1 Any modification, even partial, made to the technical bid shall only occur after the written approval of the Contract Manager. In case of modification, the

Contractor shall have himself replaced by a member of staff of equal competence (qualifications and experiences).

- 10.2 In any case, the lists of supervisory staff to be used shall be subject to the approval of the Project Owner in the days following notification of the Administrative Order to start execution. The Project Manager has **5 (five) days** to notify his opinion in writing with a copy sent to the Contract Manager. Beyond this time-limit, the staff list shall be considered as approved.
- 10.3 Any unilateral modification on the supervisory staff made in the technical bid prior to and during the works shall be a reason for termination of the Contract as mentioned in article 30 below or the application of penalties [*to be specified where need be*].

Chapter II: 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 Contract Manager within a maximum deadline of twenty (20) days of the notification of the Contract.

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

11.2 Performance bond

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

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

11.3 Guarantee of start-off advance

[Specify, if need be, the rates (20% maximum of the amount of the Contract inclusive of all taxes guaranteed at 100%) and conditions for the return of the guarantee]

Article 12: Amount of the Contract (Articles 18 and 19 of GAC supplemented)

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)

14.1 Prices shall be firm.

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

14.2 Price updating modalities (not applicable)

Article 15: Price revision formulae (article 21 of GAC)

(Not applicable)

Article 16: Price updating formulae (article 21 of the GAC)

(not applicable)

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

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

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

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

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

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

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

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

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

Article 20: Advances (article 28 of the GAC)

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

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

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

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

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

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

21.1 Establishment of works executed

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

21.2 Monthly detailed account

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

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

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

- [100-1.1 and/or – (7.5 or 15%)] paid directly into the account of the Contractor;

- 2.5% or 5.5 % paid to the public treasury as AIR due by the Contractor.
- 7.5% or 15% paid into the Public Treasury as TSR due by the Contractor.

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.

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

Article 22: Interest on overdue payments (Article 31 of the GAC)

Possible interests on overdue payments are paid by statement of sums due in accordance with article 88 of Decree No. 2005/275 of 24 September 2005 to institute the Public Contracts Code.

Article 23: Penalties (Article 32 of the GAC supplemented)

A. Penalties for delay

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

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

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

B. Specific penalties [amount to be indicated]

23.3 Independently of penalties for overrun of Contractual time-limit, the Contractor shall be liable for the following special penalties for the non-observation of the provisions of the Contract, especially:

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

Article 24: Payment in case of a group of enterprises (article 33 of the GAC)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All taxes inclusive prices means VAT included.

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

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

Chapter III: Execution of works

Article 29: 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 30: Role and responsibilities of the Project Owner (GAC supplemented)

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

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

Article 31: Execution time-limit of the Contract (article 38 of the GAC)

31.1 The time-limit for the execution of the works forming the subject of this Contract shall be **One hundred and twenty (120) days**.

31.2 This time-limit shall run from the date of notification of the Administrative Order to commence execution of the works [*or that fixed in this Administrative Order- to be specified*].

Article 32: Role and responsibilities of the Contractor (article 40 of the CAG)

The detailed and general plan of progress of the works shall be communicated to the Project Manager in *five (05)* copies at the beginning of each.

Article 33: Provision of documents and site (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 34: Insurance of structures and civil liabilities (article 30 of GAC)

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

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

Article 35: 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]

35.1 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 *[four (04)]* copies for the approval of *[Contract Manager after the endorsement of the 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 acceptance 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 acceptance.

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

35.2 Execution draft

- a) The execution plan documents (*calculations and drawings*) necessary for the realisation of all the parts of the structure must be submitted for the endorsement of the [Contract Manager or Project Manager] at most fifteen (15) days prior to the date provided for the commencement of execution of the corresponding part of the structure.
 - b) The [Contract Manager or Project Manager] has a deadline of [*five (05) days*] to examine and make known his observations. The Contractor then has a deadline of [05) four *days*] to present a new file including the said observations.
- 35.3 In case of the non-observance of the approval deadlines of the above documents by the Administration, these documents shall be deemed to have been approved.

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

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

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

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

Article 37: Implantation of structures

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

Article 38: Sub-Contracting (article 54 of the GAC)

The part of the works to be sub-Contracted shall be [*specify*] % of the initial amount of the Contract and its additional clauses (*the ceiling is 30 %*).

Article 39: Site laboratory and trials (article 55 of GAC)

39.1 Indicate if necessary the modalities for carrying out the trials and geotechnical studies provided for in the Special Technical Conditions.

39.2 The Contract Manager has a deadline of three days to approve the Contractor's personnel and laboratory as soon as the request is made.

Article 40: Site logbook (article 56 of the GAC supplemented)

40.1 The Site logbook must be systematically jointly signed by the Project Manager or Engineer, where need be and the Contractor's representative each day.

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

Article 41: Use of explosives (article 60 of the GAC)

[*Specify the possible restrictions or bans*]

Chapter IV: ACCEPTANCE

Article 42: PROVISIONAL ACCEPTANCE

42.1 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.

- Contract Engineer,
- Contractor.

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

42.2 Acceptance

The acceptance commission shall comprise:

- 1- The Authorizing Officer (Chairman)
- 2- The Contract Engineer..... (rapporteur)
- 3- DDMINMAP Mezam.....(Observer)
- 4- Project manager.....(Member)
- 5- The CDO Bamenda III Council(Member)
- 6- 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 Contract Engineer and sign by all the commission members.

Article 43: GUARANTEE PERIOD.

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

Article 44: Article 30: Final acceptance (article 72 of the GAC)

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

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

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

Chapter V: Sundry provisions

Article 30: Termination of the Contract (article 74 of the GAC)

The Contract may be terminated as provided for in Part III Paragraph IV of Decree No. 2005/275 of 24 September 2005 and equally under the conditions laid down in articles 74, 75 and 76 of the GAC especially in one of the following cases:

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

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

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

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

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

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

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

Article 48: Production and dissemination of this Contract

08 copies of this Contract shall be produced at the cost of the Contractor and furnished to the Contract Manager.

Article 49 and last: Entry into force of the Contract

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

Document No. 5: Technical specifications

TECHNICAL SPECIFICATIONS

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Clearing on the right-of-way of works (price TM101)

Excavation laid in backfill (TM107 price)

Reprofiling compaction (Price TM112)

Creation of ditches and outlets (price 114a)

Transport value added (price TM117)

Series 300 - Books

Cleaning of transverse hydraulic structures (price 202)

Supply and installation of metal nozzles (TM307a price)

Masonry sump construction for metal nozzle (TM309 price)

Nozzle head construction (TM310a price)

Reinforced concrete for tread (price TM423e)

300 Series -Miscellaneous

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V: ENVIRONMENTAL PROTECTION

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V.5. LOADING AND TRANSPORTING EQUIPMENT AND MATERIAL
MATERIALS

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I. GENERAL INDICATIONS

I-1- PURPOSE OF THIS DOCUMENT

The purpose of this contract is to carry out THE REHABILITATION OF ROAD INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION. by emergency procedure.by emergency procedure.

The works concern the following lots:

LOT	Stretch of road	Council concerned	Road nomenclature	Distance (Km)	Previewed Budget (TTC)	Duration (months)
1	INTER NEW ROAD - TOWN GREEN QUARTER	Bamenda III	CR	3.5	70 000 000	4
	TOTAL			3.5	70,000,000	4

I-2. CONSISTENCY OF THE WORK

The purpose of the work is:

LOT 100 INSTALLATION

- 101 Installation of the site
- 102 Mobilisation and demobilisation of equipment

LOT 200 EARTH WORK

- 201 Grass clearing
- 204 Grading of the road with ditches and offshoot
- 205 Fill with laterite from borrow pit
- 206 moulding of the road surface

LOT 300: DRAINAGE

- 301 Supply and putting in place of metallic culvert ø800mm
- 302 Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm
- 303 Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm
- 306 Construction of stone masonry V Gutters 130cm x 65cm

I.3. WORK DESCRIPTION

They include all the operations necessary to carry out this work, including the putting into service of traffic diversions when necessary and include:

I.3.1. Construction site installation

Site facilities are defined in Article 1 of Chapter III "Method of Execution"

I.3.2. Earthworks

- Clearing, deforestation and felling of trees,
- Identification of loans and careers,

- Spot purges of the roadway,

I.3.3. Works-sanitation and drainage works:

- Re-profiling ditches and outlets,
- Installation of nozzles and construction of nozzle heads
- Reconstruction of mason and divergent earthen ditches.
- Masonry rubble.

I.4-Technical References

If this CCTP provides that the equipment, materials or method of execution must meet certain national or international standards, it is specified that the material, materials or method of execution that complies with other standards will also be accepted if the resulting quality is equivalent to or greater than the specified standard.

Otherwise, reference will be made to the Cahiers des Clauses Généraux of the French Ministry of Equipment.

It will be done, throughout this CCTP, references to the fascicles of the French Common Prescription Book applicable in Cameroon following (this list is not exhaustive):

Name Title

Preamble and Fascicle n ° 1: General Provisions to the various types of works

Issue 2: Earthworks

Paper 7: Soil Recognition

Paper n ° 23

: Supply of aggregates used in the construction and maintenance of pavements supplemented by the standard NF P 18 101

Paper No. 25: Execution of roadways

Paper No. 29: Construction and maintenance of roadways

Paper n ° 30

: Road transport of materials for road construction and maintenance

Paper 31

: Edging and gutters in natural stone or concrete, supplemented by AFNOR standard NF T 98 302

Issue 50: Topographic Work

Paper n ° 63: Supply and implementation of unarmed mortars and concretes

Paper 64: Unreinforced masonry work of civil engineering works

Paper 70: Sewerage and related works

However, the other party is entitled to use standards other than those mentioned in this document, provided that they are generally accepted and lead to results of equal or greater quality. These standards must first be submitted for approval by the Project Manager with supporting documents. The Project Manager justifies its decision to accept or reject a standard.

Supply and installation of concrete culvert (401 price)

This price remunerates the on-site supply, assembly and installation of concrete culvert in accordance with the standard plan of the bidding documents, the execution file and the specifications of this CCTP.

It includes:

- The supply of the concrete culvert including all the elements necessary for the assembly and the installation,
- The possible removal of used culvert,
- The establishment and picketing of the structure,
- The possible establishment of a temporary deviation,
- the execution of excavations on all types of land and the evacuation of excavated material at the places approved by the Project Manager, and the possible replacement of the base lands,
- Assembly and installation of the nozzles,
- The implementation of anti-corrosion coating
- The realization of the technical block (supply of material and implementation) up to $\emptyset / 2 + 10$ cm at least, (\emptyset being the diameter of the nozzle), above the upper generatrix of the nozzle;
- All subjection of laying (exhaustion, pumping, shoring) and taking into account the differential settlements of the structure,
- The possible cleaning of the openings upstream and downstream of the nozzles to ensure a perfect flow,
- All constraints related in particular to environmental requirements,
- The connection of the technical block with the existing roadway with slopes of less than 4%.

These prices apply to the LINEAR METER (ml) of nozzle implemented and approved according to the diameter. The lengths to be taken into account are the result of the approved execution plans

Construction of culvert chambers (price 302)

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

It includes:

- Supply of materials including extraction, fabrication and selection
Rubble stones, transporting them to work,
- the execution of the excavations, regardless of the nature of the land, the loading, the transport of excess excavation whatever the distance, the unloading at the place of re-use or final deposit approved by the Project Manager,
- the manufacture of the mortar dosed at 400 kg of cement per cubic meter and the careful implementation of the masonry including the setting, adjustment, moistening of the rubble, the shaping of joints by repointing,
- all constraints related in particular to environmental requirements.

These prices apply to the UNIT (U) to the quantities actually executed and recorded contradictorily.

Construction of culvert heads (price 303)

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

It includes:

- The supply of materials including the extraction, manufacture and selection of rubble, their transport to work,
- the execution of the excavations, whatever the nature of the ground, the loading, the transport of the excess excavation whatever the distance, the unloading at the place of reuse or final deposit approved by the Project Manager,
- the manufacture of the mortar dosed at 400 kg of cement per cubic meter and the careful implementation of the masonry including the setting, adjustment, moistening of the rubble, the shaping of joints by repointing,
- All constraints related in particular to environmental requirements.

These prices apply to the UNIT (U) actually executed and found contradictory.

V: ENVIRONMENTAL PROTECTION

V.1. SITE INSTALLATION

The contracting party will propose to the Project Manager, before the start of the works, the location of its site facilities and will request by note verbale (site report) its authorization for installation.

The site must be chosen outside sensitive areas, in order to limit brushing, uprooting shrubs, felling trees. In the site installation area, the pruning and felling of trees with a diameter measured at 1m from the ground is greater than 20cm will be done after prior approval of the Prime Contractor.

The site must provide adequate drainage of water over its entire area. The maintenance and washing areas of the machines must be concreted and provide a sump for recovering oils and greases. These maintenance areas should have a slope towards a sump built for the occasion and towards the interior of the platform in order to avoid the flow of the polluting products towards the uncoated grounds.

At the end of the works, the contractor will carry out all the work necessary for the restoration of the premises. The other party will have to fold all his equipment, gear and materials. It will have to demolish any fixed installation, such as foundation, concrete or metallic support, etc. demolish concreted areas, decontaminate the soil if this has been the case, or generally restore the site to its closest possible state to its original state. He may not abandon any equipment or materials on or near the site. For the depositing of demolition materials, the contracting party must obtain the approval of the Contractor's site. The materials are to be covered with a layer of soil, and the site receives adequate drainage to prevent erosion.

After the withdrawal of the material, a report drawn up under the responsibility of the control mission will note the restoration of the site. It must be drawn up and attached to the P.V. from the reception of the work. The payment of the flat rate of withdrawal of the material will be able to be remunerated only with the sight of this P.V. noting the restoration of the site.

V.2. CAREER OPENING, LODGING OR TEMPORARY BORROWING

The contracting partner must request the authorizations provided for by the texts and regulations in force:

- Law 76/14 of July 8, amended and supplemented by Law No. 90/021 of August 10, 1990
- Decree 88/772 of 16 May 1988 amended by decree 89/674 of 13 April 1989

- Decree 90/1477 of 9 November 1990

He will be responsible for all costs, including operating taxes and any compensation to the owner.

In case of need of new borrowing sites, the contracting party must compulsorily request the prior approval of the Project Manager (note verbale recorded in the mandatory site report). The following criteria must be respected:

- distance from the site to at least 30 m from the road,
- distance from the site to at least 1,00 m from a watercourse, or a body of water,
- distance from the site to at least 1 00 m from the dwellings,
- surface to be discovered limited to the strict minimum
- quality trees (at the discretion of the Project Manager) preserved and protected.

Depot areas should be selected in a manner that does not interfere with the normal flow of water and should be protected from erosion. The contracting party must also obtain approval from the supervisor for the deposit areas (mandatory note verbale recorded in the site report).

If the proposed sites, the exploitation method and the planned development do not comply with the environmental directives, the Project Manager will not be able to give its approval and the contracting party must propose other sites, ie modify the exploitation method. , or propose the adjustments in accordance with the directives, without the contracting party being able to claim any compensation whatsoever.

The counterparty will bear all the operating expenses of the borrow pits and in particular the opening and the development of the access tracks, the clearing and the deforestation, the removal of the vegetable grounds or unwanted materials and their deposit outside the limits of the loan, as well as the development work concerning the environmental protection prescribed.

At the end of the works, the Company will perform the work necessary for the restoration of the site. These works include:

- the adjustment of overburden materials and then the adjustment of topsoil to facilitate percolation of water, sodding and planting if prescribed,
- restoration of previous natural flows and development of guard ditches,
- removing the dilapidated appearance of the site by spreading and concealing large boulders,

After restoration in accordance with the regulations, a report will be drawn up and the last settlement can only be settled at the sight of the PV observing the respect of the refurbishment instructions.

V.3. USE OF CAREER, GITE OR LOAN PERMANENT CLASS

The contracting party must request the authorizations provided for by the texts and regulations in force and will bear all the costs relating thereto, including the operating taxes and the possible costs of compensation to the owners.

The other party will ensure during the execution of the works

- the preservation and protection of trees when stacking materials,
- the drainage works necessary to protect the materials put in deposits,
- the conservation of the plantations delimiting the quarry,
- maintenance of access and service roads.

V.4. CONTROL OF VEGETATION

All plant waste will be carefully removed from shoulders, ditches or structures and removed to designated areas in a suitable location away from any dwelling. It is strictly forbidden to burn cut waste on site.

If the burning of waste is authorized in places approved by the Owner, the contracting party must have a tank of 10,000 liters and a watering pump to mitigate the eventualities of spread of fire to villages, homes, to vegetation or growing areas adjoining the site.

Tree felling and pruning operations are exceptional operations. These operations will be carried out after prior agreement of the Project Manager in the following cases:

- trees located in the brush cutter's right-of-way with a diameter measured at one meter above the ground of more than 20 cm: in the event that stump removal can not be carried out (reconstitution of the stump removal holes with the obligatory filling soil), the trees will be cut to the ground (between 5 and 10 cm).
- trees overlooking the area and threatening to fall on the road and block traffic after a tornado. All the branches overlooking the platform will be cut after approval of the Project Manager in a vertical direction passing through the clearing limit.

V.5. LOADING AND TRANSPORTING EQUIPMENT AND MATERIAL MATERIALS

For all transport of materials and equipment, whatever they may be, the contracting party must comply with the regulations in force concerning the restrictions imposed on the weights and dimensions of vehicles and convoys using the public network and in particular:

- the maximum axle load, whether simple or in tandem,
- the dimensions of the vehicles,
- exceptional convoys exceeding the standards must be the subject of a special prior request,
- measures to protect the environment (loss of materials during transport, dust),
- the contracting party must take all the necessary measures to limit the speed of vehicles on the site: installation of traffic signs and flag bearers,
- regularly humidify the traffic lanes in inhabited areas,
- provide for deviations to existing tracks and roads.

The other party must put in place adequate mobile signaling.

V.6. SANCTIONS AND PENALTIES

The contracting party is reminded that article 79 of the framework law NI 96/12 of 5 August 1996 provides for a fine of two million (2,000,000) to five million (5,000,000) CFA francs and a term of imprisonment from six (6) months to one (1) year or one of these two sentences only, for any person who has prevented the accomplishment of the controls and analyzes provided for by the said law and / or its implementing regulations.

Article 83 of the NI 96/12 Framework Law of 5 August 1996 provides for a fine of five hundred thousand (500,000) to two million (2,000,000) CFA francs and a term of imprisonment of six (6) months to one (1) year or both, for any person who operates a facility or uses a personal property in contravention of the provisions of that Act. In case of recidivism, the maximum amount of penalties is doubled.

Article 88 of the same framework law provides that a company that contravenes or has contravened the law during works or road maintenance works will be excluded for the one-year period from the right to bid.

Any breach of the requirements duly notified in writing (Order of Service) to the company by the inspection mission will also be recorded in the site book. This one can serve as a contractual part in case of disputes in the application of the possible sanctions.

The resumption of work or additional work resulting from non-compliance with the clauses remains the responsibility of the other party.

Document No. 6:
Unit price schedule

UNIT PRICE SCHEDULE

GENERALITIES

The prices in this slip include all the constraints imposed on the execution of the work as well as the local conditions that may affect their performance and cost.

The prices include in particular the labor, the supply of material and materials, the rent, the depreciation, the operation and the maintenance of the material, the transport costs of the personnel, the allowances, the agreement of the local residents for the rejection of weeding or removal products and all things necessary for the proper execution of the work.

These prices also include bonuses, insurance and social security charges due to various staff and all local taxes and fees related to good signage on the site.

The Contractor is responsible for accidents of all kinds that would occur and where the presence of the site would be questioned.

Overhead costs applied to all prices are deemed to include the installation of two information panels positioned at each end of the site, as defined by the Project Manager.

UNIT PRICE FRAMEWORK

UNIT PRICE SCHEDULE FOR THE REHABILITATION OF ROAD INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.				
N° Prix	DESCREPTION	UNIT	UP IN FIGURE	UP IN WORD
	LOT 100 INSTALLATION			
101	Installation of the site	LS		
102	Mobilisation and demobilisation of equipment	LS		
	SUB TOTAL			
	LOT 200 EARTH WORK			
201	Grass clearing	m ²		
204	Grading of the road with ditches and offshoot	m2		
205	Fill with laterite from borrow pit	m3		
206	moulding of the road surface	M ²		
	SUB TOTAL			
	LOT 300: DRAINAGE			

301	Supply and putting in place of metallic culvert ø800mm	ml		
302	Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm	U		
303	Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm	U		
306	Construction of stone masonry V Gutters 130cm x 65cm	ml		
	SUB TOTAL			

Document No. 7:
Bill of quantities and cost
estimates

**BILL OF QUANTITIES AND COST ESTIMATE FOR THE REHABILITATION OF
ROAD INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA
III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.**

N° Prix	DESCREPTION	UNIT	QTY	UNIT PRICE	TOTAL
	LOT 100 INSTALLATION				
101	Installation of the site	LS	1.00		
102	Mobilisation and demobilisation of equipment	LS	1.00		
	SUB TOTAL				
	LOT 200 EARTH WORK				
201	Grass clearing	m ²	2,750.0		
204	Grading of the road with ditches and offshoot	m ²	0.0		
205	Fill with laterite from borrow pit	m ³	2,555.0		
206	moulding of the road surface	M ²	15,000.0		
	SUB TOTAL				
	LOT 300: DRAINAGE				
301	Supply and putting in place of metallic culvert ø800mm	ml	14.0		
302	Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm	U	2.0		
303	Masonry culvert head (TETE DE BUSE EN MACONNERIE POUR BUSE) 800 mm	U	2.0		
306	Construction of stone masonry V Gutters 130cm x 65cm	ml	880.0		
	SUB TOTAL				
		TOTAL WITHOUT TAXES			
		VAT (19.25%)			
		AIR (2.2% or 5.5%)			
		TOTAL TTC			
		NET TO BE PAID			

Document No. 8:
Sub detail of breakdown of unit
price

SUB-DETAIL MODEL OF BREAKDOWN PRICES

PRICE SUB-DETAIL				
	DESIGNATION :			
PRICE N °	Daily yield	Total quantity	Unité	Activity duration
	CATEGORIES	Daily salary	Billed days	Amount
WORKFORCE				
	TOTAL A			
EQUIPMENT AND EQUIPMENT	TYPE	Daily rate	Billed days	Amount
	TOTAL B			
MATERIALS AND MISCELLANEOUS				
	TOTAL C			
D	DIRECTS TOTAL COST A+B+C			
E	Construction site overhead	%	= Dx%	
F	Headquarters overhead	%	= Dx%	
G	RETURN COST OF	-	= D+E+F	
H	Risks and Benefits	%	GX%	
P	SALE PRICE EXCLUDING TAXES		= G+H	
V	UNITARY SALE PRICE WITHOUT TAXES		= P/Quantity	

Document No. 9:
Draft contract

Structure of a contract

Summary

Part I: Special Administrative Conditions (SAC)

Part II: Description of supplies

Part III: Schedule of Prices and Quantities

Part IV: Delivery calendar

REPUBLIQUE DU CAMEROUN
Paix-Travail-Patrie

REPUBLIC OF CAMEROON
Peace-Work-Fatherland

[Indiquer le Maître d'Ouvrage]

[Indicate Project Owner]

CONTRACT No _____ / *Contracting Authority to be indicated/ type Tender Board]*

Awarded **after** Invitation to tender No. _____ /IT /PO/TB/00 of _____

HOLDER OF CONTRACT: _____ *[indicate the holder and his full address]*

P.O. Box 0000 at _____, Tel _____, Fax: _____

Business Registry No. _____ A issued at _____

Taxpayer's No. _____

SUBJECT OF CONTRACT: _____ *[indicate the full subject of the supply]*

PLACE OF DELIVERY: _____ *[indicate]*

AMOUNT IN CFA F:

IAT	
EVAT	
VAT (19.25%)	
AIR (1.1 or 1.65 %)	
Net to be paid	

[

DELIVERY DEADLINE: _____ *[In days, weeks, months or years]*

FINANCING: *[Indicate source of financing]*

BUDGET HEAD: _____ *[To be filled]*

SUBSCRIBED ON _____

SIGNED ON _____

NOTIFIED ON _____

REGISTERED ON _____

BETWEEN:

The Republic of Cameroon, represented by *[indicate Project Owner]*
Hereinafter referred to as "**the Contracting Authority**",

ON THE ONE HAND,

AND:

_____ **COMPANY**

P.O. Box _____ at _____ Tel _____ Fax: _____

Business Registry No. _____ A

Taxpayer's No. _____

[indicate name of supplier, his full address as well as the name of the mandated signatory], hereinafter referred to as "**THE SUPPLIER**"

ON THE OTHER HAND,

IT HAS BEEN AGREED AND SETTLED AS FOLLOWS:

Page _____ and Last of Contract No. _____ /C or JO/PO/TB/0000 [recall the method of award of contract]

With-----

For the supply of _____

Contract price: *[recall in CFA francs inclusive of all taxes in figures and words]*

Delivery deadline: *[fill in days, weeks, months or years]*

<p>Read and accepted by the supplier</p> <p>(place of signature)_____ (date)</p>
<p>Signature of Contracting Authority</p> <p>(place of signature)_____ (date)</p>
<p>Registration</p>

DOCUMENT No. 10:
Model documents to be used by
bidders

Model table

Annex 1: Tender Template.

Annex 2: Bid bond template.

Annex 3:Final bonding model.

Annex 4: Model of advance loan guarantee.

Annex 5: Model of guarantee retainer.

Annex 1: Tender Template

I, the undersigned ... [indicate the name and the quality of the signatory] representing the company, the company or the group ... whose head office is at ... registered in the commercial register of ... under the number ...

After having read all the documents appearing or mentioned in the tender documents including the addendum (s), the invitation to tender [recall the number and subject of the Call Offers]

- After having personally visited the site of the works and having greatly appreciated the situation and noted the nature and constraints of the work to be done

- Remits, bearing my signature, the list of unit prices and the estimate established in accordance with the frameworks in the tender dossier.

- Submit me and undertake to perform the work in accordance with the tender documents, for the prices I have established for each type of work, which prices show the amount of the offer for Lot No ... to

- ... [in numbers and in letters] Cfa francs Excluding VAT, and

... CFA Francs All Taxes Included. [in figures and in letters]

- I undertake to perform the work within a period of ... months

- Also commit myself to maintain my offer within the time limit ... days [indicate the period of validity, in principle 90 days for the NSO and 120 days for the ICB] from the deadline for submission of tenders.

- The discounts and the conditions of application of the said rebates are the following ones (in case of possibility of attribution of several lots):

The Client will release the sums due by him under this contract by giving credit to the account n ° ... opened at name of ... at the bank ... Agency of ...

Before signing the contract, the present bid accepted by you will be worth engagement between us.

Made in ... the ...

Signature of ...

in quality of ... duly authorized to sign the tenders for and in the name of ...

Annex 2: Model Bid Deposit

A [indicate the Contracting Authority and its address], "the Contracting Authority"

Whereas the company, hereinafter referred to as "the tenderer", submitted its offer dated to [recall the subject of the Invitation to Tender], hereinafter referred to as "the offer", and for which it must attach a provisional bond equivalent to [insert amount] CFA francs,

We [name and address of the bank], represented by [names of signatories], hereinafter referred to as "the bank", declare to guarantee payment to the Contracting Authority of the maximum sum of [insert amount] CFA Francs, which the bank undertakes to pay in full to the Contracting Authority, binding itself, its successors and assigns.

The conditions of this obligation are as follows:

If the tenderer withdraws his tender during the period of validity laid down in the Tender Documents;

or

If the tenderer has been notified of the award of the contract by the Contracting Authority during the period of validity:

- to sign or refuse to sign the contract, while it is required to do so;
- fails or refuses to provide the final contract security (final bond), as provided for in the contract.

We undertake to pay to [Contracting Authority] an amount up to the maximum of the sum stipulated above, upon receipt of its first written request, without the Contracting Authority having to justify its request, provided, however, that in its request, the Contracting Authority will note that the amount claimed by the Contracting Authority is due to it because one or both of the above conditions, or both, are met, and that it will specify which (s) condition (s) has (have) played.

This deposit shall enter into force upon signature and from the date fixed by the Contracting Authority for the submission of tenders. It will remain valid until the thirtieth day inclusive after the end of the period of validity of the offers. Any request from the Contracting Authority to have it played shall reach the bank by registered letter with acknowledgment of receipt, before the end of this period of validity.

This deposit is subject for its interpretation and execution under Cameroon law. The courts of Cameroon shall have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank

to, the

[bank signature]

Annex 3: Final Bond Model

Bank:

Reference of the Deposit: N °

A [indicate the Client and his address] Cameroon, hereinafter referred to as the Employer "

Whereas; [name and address of the undertaking], hereinafter referred to as "the contractor", undertook, in execution of the designated contract "the contract", to carry out [indicate the nature of the work]

Whereas he; is stipulated in the contract that the contractor will give the Client a final bond, equal to [indicate the percentage between 2 and 5%] of the amount of the works of the corresponding contract, as a guarantee of the execution performance obligations in accordance with market conditions,

Whereas; we agreed to give the contractor this bond.

We,..... .. [name and bank address], represented [names of signatories], hereinafter referred to as "the bank", we undertake to pay to the Owner, within a maximum period of eight (08) weeks, upon request in writing stating that the Contractor has not fulfilled its contractual obligations under the Contract, without being able to defer payment or raise any dispute for any reason, any amount up to [in figures and in letters].

We agree that no changes or additions or other changes to the Market will release us from any obligation under this Final Bond and we hereby waive any change, addendum or change.

This final bond shall take effect upon signature and upon notification of the contract. The deposit is released within [insert time] from the date of provisional acceptance of the work.

After the aforementioned period, the deposit becomes moot and must be automatically returned to us without any form of procedure.

Any request for payment made by the Client under this guarantee must be made by registered letter with acknowledgment of receipt, received at the bank during the period of validity of this commitment.

This final guarantee is submitted for its interpretation and execution under Cameroonian law. The Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this undertaking and its consequences.

Signed and authenticated by the bank

to, the

Annex 4: Model of a Start Advance Bond

Bank: reference, address

We the undersigned (bank, address), declare hereby guarantee, on behalf of:
..... [the holder], for the benefit of the
Owner [Address of the Owner]
(" The beneficiary ")

Payment, without dispute and upon receipt of the first written request of the beneficiary,
declaring that [the holder] does not has not paid its obligations,
relating to the repayment of the start-up loan according to market conditions
..... .. of relating to the work [indicate the purpose
of the work, the references of the Call for Tenders and the lot, if possible], of the maximum
total sum corresponding to the advance of [twenty (20)%] of the amount of all taxes included
in the contract No, payable upon notification of the
corresponding service order, that is: CFA francs

This guarantee will come into effect and will take effect after transfer of the respective shares
of this advance to the accounts of [the holder]
open at the bank under number
..... ..

It will remain in effect until repayment of the advance in accordance with the procedure set
by the SCC. However, the amount of the deposit will be reduced proportionately to the
repayment of the advance as and when repayment.

The law and jurisdiction applicable to the guarantee are those of the Republic of Cameroon.

Signed and authenticated by the bank
to, the

[bank signature]

Appendix 5: MODEL RETENTION FUND

Bank:

Reference of the Deposit: N °

A [indicate the Owner]

[Address of the Contracting Authority]

hereinafter referred to as "the Client"

Whereas; [name and address of the company],
hereinafter referred to as " the Contractor ", undertook, in execution of the contract, to carry
out the work of [indicate the purpose of the work]

whereas he; is stipulated in the contract that the holdback of [% below 10% to be specified]
of the TTC amount of the contract may be replaced by a joint and several guarantee,

Whereas; we have agreed to give the contractor this bond, We,
..... [name and bank address], represented by
..... [names of signatories], and
hereinafter referred to as "the bank",

Therefore, we hereby affirm that we are the guarantors and responsible to the Owner, in the
name of the contractor, for a maximum amount of [in figures
and in words], corresponding to [less than 10% to be specified] of the amount of the contract,
And we undertake to pay the Owner, within a maximum period of eight (08) weeks, upon a
simple written request from the latter stating that the contractor has not satisfied his
contractual commitments or that he is found to be the Principal's debtor under the amended
contract, if necessary by its amendments, without being able to defer payment or raise any
dispute for any reason whatsoever, any sum (s) within the limits of the amount equal to
[percentage less than 10% to be specified] of the cumulative amount of work included in the
final statement, without the Owner having to prove or give the reasons or the reason for his
request for the amount of the sum indicated above .

We agree that no changes or additions or other changes to the market will release us from
any obligation under this warranty and we hereby waive any change, addendum or change.

This guarantee comes into force upon signature. It will be released within thirty (30) days
from the date of final acceptance of the works, and on release delivered by the Owner.

Any request for payment made by the Client under this guarantee must be made by registered
letter with acknowledgment of receipt, received at the bank during the period of validity of
this commitment.

This deposit is subject for its interpretation and execution under Cameroon law. The
Cameroonian courts will have exclusive jurisdiction to rule on all matters relating to this
undertaking and its consequences.

Signed and authenticated by the bank

to the

[bank signature]

Special regulations of the invitation to tender

References of the General regulations	General
1.1	Definition of works: FOR THE REHABILITATION OF ROAD INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION. Name and address of the Contracting Authority: , The Mayor of Bamenda III Reference of Invitation to tender: N° 009/ONIT/NWR/BIIIC/BIIICITB/2022 OF _____ FOR THE REHABILITATION OF ROAD: INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION
1.2	Execution deadline: Four months
2.1	Source of financing Works which form the subject of this invitation to tender shall be financed by the 2022 Road Funds MINTP
4.1	List of pre-qualified candidates, not applicable
5.1	Origin of building materials, equipment, materials, supplies and equipment: The materials will generally be from natural sources in Cameroon.

6.1 Evaluation criteria

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

C. Eliminary criteria

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

They refer especially to:

- ◆ Deadline for delivery higher than prescribed;
- ◆ False declaration or falsified documents;
- ◆ insufficient bid bond; not corrected after 48hrs of opening time
- ◆ A bid with the external envelope carrying a sign or mark leading to the identification of the bidder;
- ◆ Incomplete financial file;
- ◆ Omission of a unit price in the financial bid;
- ◆ Change of quantity or unit;
- ◆ Non respect of (75%) of essential criteria;

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

D. Essential criteria

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

This evaluation will be done in a purely a purely binary method with a positive (**yes**) or negative (**no**) with an acceptable minimum of **75%** of the essential criteria taken into account.

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

ARTICLE 6: Language of the bids:

The offer like any correspondence and all documents concerning the tender, exchanged between the renderer and the Project Owner will be written in French or English. The complementary documents and the printed papers form provided by the Bidder can be written in another language in condition of being accompanied by a precise translation in French or English; in which case and for purposes of interpretation of the offer, the translation will be taken.

PRESENTATION OF THE TENDER.

The bids prepared in English or French and in seven (07) copies with one (01) original and six (06) copies marked thus, shall be presented in three (03) volumes as follows:

- A) Administrative Documents**
- B) Technical Documents**
- D) Financial Documents**

5.1 External envelope.

Each bidder shall seal these three (03) envelopes (A, B and C) in one common envelope on which shall be written.

TO THE PROJECT OWNER

« OPEN NATIONAL INVITATION TO TENDER FOR THE REHABILITATION OF ROAD INTER NEW ROAD - TOWN GREEN QUARTER (3.5KM) IN BAMENDA III COUNCIL AREA, MEZAM DIVISION OF THE NORTH WEST REGION.

"To be opened only during the bid-opening session"

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

8.2 Internal envelopes

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

The first internal envelope shall be labeled;
<<ENVELOPE A: ADMINISTRATIVE DOCUMENTS>> 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.

ADMINISTRATIVE DOCUMENTS.

DOCUMENT N°	DESCRIPTION
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 (written by the bidder).
A.3	Certificate of non-bankruptcy established by the Court of 1st instance or the Chamber Commerce, Industry and Trade of the place of residence of the bidder, not more than three (03) months.
A.4	Attestation of bank account of the bidder, issued by a first rate-bank approved by the Ministry in charge of Finance or by a foreign bank the first order not more than three months.
A.5	Purchase receipt of tender file issued by Bamenda I Municipal treasury
A.6	A bid bond of 1.400 000 FCFA (One million four hundred thousand FCFA), certified cheque or bank cheque issued by a first rate-bank approved by the Ministry in charge of Finance in conformity with COBAC conditions
A.7	An attestation of non-exclusion from Public Contracts issued by the Public contract Regulatory Board (ARMP)
A.8	An Attestation of the National Social Insurance Fund stating that the bidder has met all his obligations vis a vis the Fund; the attestation should be less than three months old.
A.9	A valid Certificate of imposition certified by the chief of center for taxation
A.10	Business License (photocopy certified by the chief of center of Taxes, not more than three months).
A.11	Certified Copy of a valid taxpayers card, delivered by the chief of center of Taxes.
A.12	A Clearance Certificate signed by the chief of Centre of Taxes that the bidder has met all the statutory declarations in issues of taxes in the current financial year; this certificate should be less than three months old.
A13	An Attestation of site visit signed by the project owner, the authorizing officer
A14	Power of attorney authorizing signatory to engage the enterprise in the Tender if need be

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

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

B.1	General presentation of the tender files
-Document slotted or spirally bound	
-Table of content page	
-Colour sheets separation	
- Presentation of documents in the order given in this tender	

B.2	LIST OF REFERENCES OF THE ENTERPRISE IN SIMILAR JOBS		
B.2.1	List of references of the enterprise in similar jobs justified by signed contracts (first and last pages) and minutes of reception or attestation of clearances of works executed.		
	1 st Reference		
B.3	QUALIFICATION AND EXPERIENCE OF SUPERVISORY STAFF		
B.3.1	01 works supervisor (at least Degree or equivalent certificate)		
	Qualification of the works supervisor: (Civil or Rural Engineering (BAC +3)		
	Professional experience of the project engineer \geq 03 years (signed CV)		
	<ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate 		
B.3.2	01 Site foreman (Civil Engineering BAC +2)		
	Qualification of the Site foreman: (Technical certificate in public works (BAC +2 or equivalent certificate)		
	Professional experience of the Site foreman \geq 03 years (signed CV)		
	A certified copy of		
	<ul style="list-style-type: none"> ➤ CV signed by the candidate, ➤ A certified copy of the technical diploma ➤ An attestation of availability signed by the candidate 		
B.4	TECHNICAL PROPOSALS		
B.4.2	Organigram of the project		
B.4.3	Logical sequence for the execution of the task		
B.4.5	Quality control method		
B.4.7	Environmental protection measures		
B.4.8	Security and safety at the site		
B.4.9	Duration of execution in respect with the Tender file		
B.5	LOGISTICS (Equipment put aside for this project)		
B.5.1	Prove of ownership or rental of a GRADER		
B.5.2	Prove of ownership or rental of a FRONT END LOADER		
B.5.3	Prove of ownership or rental of a pick-up or other vans		
B.5.4	Prove of ownership or rental of a dump truck		
B.5.5	Prove of ownership or rental of a compactor		
B.5.6	Assorted Masonry tools		
B.6	FINANCIAL CAPACITY		
B.6.1	An attestation of financial capacity (solvency) of the enterprise issued by a 1st class bank located in any area in Cameroon and approved by the Ministry of Finance and respect COBAC conditions. = 1,400,000		
B.7	Attestation of site visit signed by the bidder		

B.8	Comprehensive report of site visit signed by the company administrator		
B.9	Special Technical Clauses initialed in all the pages		
B.10	Special Administrative Clauses completed and initialed in all the pages and last page signed		

ENVELOPE C- FINANCIAL FILE

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

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

Document No. 12:
List of banking establishments
and financial bodies authorised to
issue bonds for public contracts

BANKS

- 1- Afriland First Bank (First Bank);
- 2- Banque Atlantique du Cameroun (BACM);
- 3- Banque Internationale du Cameroun pour l'épargne et le Credit (BICEC)
- 4- City Bank Cameroon (City group);
- 5- Commercial Bank Cameroun (CBC)
- 6- Ecobank Cameroon (EcoBank);
- 7- National Financial Credit (NFC-BANK);
- 8- Societe Commerciale de Banques-Cameroun (CA SCB) ;
- 9- Societe Generale des Banques au Cameroun (SGBC) ;
- 10-Standard Chartered Bank Cameroon (SCBC)
- 11-Union Bank of Cameroon PLC (UBC)
- 12-United Bank for Africa (UBA).
- 13-Banque Gabonaise pour le Financement International (BGFI BANK)

A- INSURANCE COMPANIES

Chanas Insurance;

Activa Insurance

Zenithe Insurance S.A BP Douala

- ANY APPROVED INSURANCE COMPANY IN THE REPUBLIC OF CAMEROON